

Human Resources Administration HOME Tenant-Based Rental Assistance Program

Administrative Plan

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1 OVERVIEW OF HRA HOME TBRA PROGRAM AND ADMINISTRATIVE PLAN

1.1 Overview of HRA HOME TBRA

The New York City Human Resources Administration (HRA) is organized under the Charter of the City of New York and New York State enabling legislation. A Commissioner who is appointed by the Mayor is the authorized official who governs the agency. The overall mission of HRA is to fight poverty and income inequality by providing New York City residents in need with essential benefits, including rental assistance. The HRA HOME Tenant-Based Rental Assistance Program (HRA HOME TBRA) plays an important role in this mission. HRA’s jurisdiction for HRA HOME TBRA covers the five boroughs of NYC.

HRA administers HRA HOME TBRA, under the supervision of the New York City Department of Housing Preservation and Development (HPD), in conformance with the Home Investment Partnership Act (24 CFR Part 92), 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. HRA affirmatively furthers fair housing in the administration of HRA HOME TBRA.

1.2 Purpose of the Administrative Plan

The purpose of the Administrative Plan is to establish HRA’s policies for carrying out HRA HOME TBRA in a manner consistent with federal requirements.

1.3 Changes to the Administrative Plan

HRA is responsible for complying with all changes in U.S. Department of Housing and Urban Development (HUD) regulations pertaining to HRA HOME TBRA. If such changes conflict with this plan, HUD regulations will have precedence, and HRA will revise this

plan accordingly. On an ongoing basis, HRA may make minor, non-substantive modifications to the Administrative Plan in order to clarify existing policies and procedures and/or to correct editing errors.

The original plan and any proposed changes must be approved by HRA's Deputy Commissioner, Rental Assistance Program & Legal Services Initiatives, Homelessness Prevention Administration and HPD's Deputy Commissioner for Financial Management and Tenant Resources.

2 FAIR HOUSING AND EQUAL OPPORTUNITY

2.1 Nondiscrimination

It is HRA's policy to fully comply with federal, state and local nondiscrimination laws and with the rules and regulations which govern Fair Housing and Equal Opportunity in housing and employment.

HRA shall not deny any household or individual the equal opportunity to apply for or receive assistance under HRA HOME TBRA on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, sexual orientation, gender identity, prior arrest or conviction, or status as a victim of domestic violence.

To further its commitment to full compliance with applicable Civil Rights laws, HRA will provide federal, state and local information to HRA HOME TBRA-assisted households regarding unlawful discrimination, including discrimination against tenants or applicants for housing based upon lawful sources of income including HRA HOME TBRA, and any recourse available to households who believe they are victims of a discriminatory act. Such information will be made available during HRA HOME TBRA briefing sessions, and internet links for housing resources will be included in the HRA HOME TBRA Applicant Briefing Book

2.1.1 Discrimination Complaints

The HRA HOME TBRA Briefing Book advises households that may experience housing discrimination during their housing search to telephone HRA, and advises households that may experience discrimination based upon lawful sources of income to contact the City Commission on Human Rights. Contact information is included in the HRA HOME TBRA Briefing Book.

Depending on the nature of the complaint, HRA may extend the coupon term from the date that the complaint was made.

2.2 Reasonable Accommodations for Persons with Disabilities

HRA's policies and practices will make reasonable accommodations for persons with disabilities to ensure that they may fully access and use HRA HOME TBRA benefits. HRA HOME TBRA applicants and participants will be notified to telephone HRA to request an accommodation at any time. This policy is intended to afford persons with

disabilities equal opportunity to obtain the same results and gain the same benefits as those who do not have disabilities, and is applicable to all situations described in this plan.

Reasonable accommodation will be made only after applicants or participants with a disability request a change to HRA'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 he or she is 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 household contacting HRA to request an accommodation will be provided with instructions as to the type of documentation to submit in support of the request. HRA will review all requests, reach out to the individual's health provider for clarification or additional information if needed, 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 household must explain the relationship between the requested accommodation and the disability. In order for HRA to approve a reasonable accommodation, there must be an identifiable relationship between the requested accommodation and the individual's disability. HRA 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.

HRA will provide reasonable search time and extensions to households with disabled persons so that they may locate housing to meet their needs. Reasonable search time will be determined by HRA, but shall not be unlimited.

2.3 Improving Access to Services for Persons with Limited English Proficiency

HRA provides language access services for limited-English proficient (LEP) individuals in compliance with Local Law No. 73 (2003) of City of New York and the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition Affecting Limited English Proficient Persons (72 Fed. Reg. 2732 (2007)).

These services include translations of notices and interpretation services. Currently, HRA translates notices into six non-English languages identified as the most common foreign languages of HRA's clients: Spanish, Arabic, Chinese, Haitian Creole, Korean, and Russian. HRA additionally provides language interpretation for all other languages through professional interpreters, bilingual staff members, or HRA's contracted telephone interpreters. HRA additionally takes affirmative steps to communicate with LEP individuals about the availability of these services.

2.4 Violence Against Women Act (VAWA)

2.4.1 Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

The Violence Against Women Reauthorization Act of 2013 (VAWA) provides: “An applicant for or tenant of housing assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.” 34 USC § 12491(b)(1). An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of a lease by, or good cause for terminating assistance to, the victim or threatened victim. See 34 USC § 12491(b)(2).

HUD’s final rule, published November 16, 2016 (81 Fed. Reg. 80724), amended regulations including HOME Investment Partnership Program (HOME) regulations at 24 CFR Part 92, to implement expanded VAWA protections including requirements to develop an emergency transfer plan and provide notice of VAWA rights to applicants and participants. See NYC HRA HOME TBRA Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5381 (“Emergency Transfer Plan”) and New York City Human Resources Administration (HRA) Notice of Occupancy Rights under the Violence Against Women Act (“Notice of Occupancy Rights”).

Tenancy or occupancy rights may not be denied solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if the criminal activity is engaged in by a member of the tenant’s household or any guest or other person under the tenant’s control and the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. See 24 CFR § 5.2005(b)(2). An affiliated individual is a spouse, parent, sibling, or child of that individual or an individual to whom that individual stands *in loco parentis*, or any individual, tenant, or lawful occupant living in the household of that individual.

VAWA does not limit otherwise available authority to evict or terminate assistance to a tenant for any violation of a lease not premised on the act of violence in question against the tenant or an affiliated person, so long as the victim is not subject to a more demanding standard than other tenants. Nor does VAWA limit the authority to terminate assistance to or evict a tenant if it is demonstrated that an actual and imminent threat to other tenants or individuals employed at or providing services to the property would be present if the assistance is not terminated or the tenant is not evicted and no other actions could be taken to reduce or eliminate the threat. See 24 CFR § 5.2005(d).

VAWA also does not supersede any provision of Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. See 24 CFR § 5.2005(e)(13).

2.4.2 Definitions of Domestic Violence, Dating Violence, Sexual Assault, and Stalking

In accordance with 24 CFR § 5.2003, below are definitions of key terms related to VAWA.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person: (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's individual safety or the safety of others; or (2) suffer substantial emotional distress.

2.4.3 Victim Documentation

When a participant household is facing termination of assistance or an applicant household is facing denial of assistance because of the actions of a participant, household member, guest, or other person under the participant's control and a participant or individual affiliated with the participant claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault, or stalking, HRA will require the individual to submit documentation affirming that claim.

HRA will accept one of four methods for certification of a claim:

- A completed Form HUD-5382; or
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
-
- A document signed by the victim and by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional ("professional"), from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking (as defined in 2.4.2) occurred. At the discretion of HRA, a statement or other evidence provided by the victim.

If the documentation submitted contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming the other(s) as a perpetrator), HRA may require submission of third-party documentation (as described in the last three bullets above) within 30 days of the date that HRA requested third-party documentation.

The required certification and supporting documentation must be submitted to HRA within 14 business days after HRA issues its written request. The 14-day deadline may be extended at HRA's discretion. If the individual does not provide the required certification and supporting documentation within 14 calendar days, or the approved extension period (including the 30-day period allowed to submit required third-party documentation), HRA does not have to provide VAWA protections and may proceed with the planned denial or termination of assistance. See Notice of Occupancy Rights.

2.4.4 Terminating or Denying Assistance to a Domestic Violence Offender or Removing the Offender from the Household

Although VAWA provides termination protection for victims of domestic violence, it does not provide protection for offenders. HRA may terminate HRA HOME TBRA to the abuser or perpetrator or remove him or her from the HRA HOME TBRA household. In terminating an abuser or perpetrator from the household, HRA will follow the procedures in the Administrative Plan and will not take away the rights of eligible tenants or otherwise punish the remaining tenants. In addition, a landlord may bifurcate a lease in order to evict or remove a tenant or lawful occupant of the housing who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting or removing, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing. See 34 USC § 12491(b)(3)(B).

2.4.5 Emergency Move

HRA may grant a request for prior approval to move within New York City and provide a new coupon under move procedures (see Chapter 13; see *also* 4.2, Participant Household Separations), even if there is a violation of the lease. Individuals qualifying as victims of domestic violence in accordance with 24 CFR Part 5, Subpart L (as described in 2.4.2) are eligible for assistance under the Emergency Transfer Plan if their written emergency transfer request includes either:

- A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if he or she were to remain in the assisted unit; OR
- A statement that the tenant was a sexual assault victim and that the assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

See Emergency Transfer Plan.

2.4.6 Confidentiality Requirements

All information provided to HRA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence, assault, 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 is (a) requested or consented to in writing by the individual in a time-limited release, (b) required for use in a proceeding or hearing regarding denial or termination of HRA HOME TBRA, or (c) is otherwise required by applicable law. Disclosure of information contained in HRA records is also subject to confidentiality requirements under Federal and State social services laws and regulations. See Notice of Occupancy Rights.

3 APPLICATION PROCESS, LOTTERY, AND WAIT LIST

3.1 Application Format

HRA has created an application form that solicits information regarding eligibility criteria (see Chapter 4), including:

- Proof of all income and assets, in accordance with 24 CFR Part 5;
- Proof of citizenship or qualifying immigration status for every household member, in accordance with 24 CFR Part 5;
- Documentation of allowable expenses, in accordance with 24 CFR Part 5; and
- Any other information that HRA deems necessary to determine program eligibility in conformance with applicable statutes, regulations, and HUD notices.

An applicant household must complete the HRA HOME TBRA application form and submit it to HRA. If an applicant household misrepresents the information on which eligibility or household share of the rent is established, HRA may deny or terminate HRA HOME TBRA housing assistance and may refer the household's case record to the NYC Department of Investigation or other entities for appropriate action.

3.2 Application Period

At HRA's discretion, when funding is available, HRA will set an application period of at least 30 days during which households may submit applications on the form established by HRA. HRA will disseminate notice of the application period, including on HRA's website. HRA may also work with DHS to provide potential applicants with pre-filled applications populated with information known to HRA and DHS. Applicant households may mail or email their applications to the address listed on the application form. Mailed applications must be postmarked by the last date of the application period. A household may submit no more than one application per application period. The initial application period was August 3, 2015 to September 3, 2015.

3.3 Lottery

After an application period closes, HRA will randomly assign all applications received during that application period a number. HRA will review all applications in order of assigned number. Applicants who have submitted incorrect or incomplete information will have an opportunity to correct or supplement their application within 10 days of

notice by HRA identifying any missing information and documentation that must be submitted. If the application remains incomplete after 10 days, the household will be deemed ineligible and the application denied, unless an extension of the 10-day waiting period is granted by HRA for good cause. If a household is determined to be ineligible, HRA will send a written denial notice to the household at the last address known to HRA.

If found ineligible, applicant households have the right to have the decision reviewed by administrative hearing, as described in Chapter 15. The right to administrative review is set forth in the denial notice.

3.4 Placement on the Waitlist

HRA HOME TBRA coupons will be issued in order of assigned number to applicant households that meet the eligibility requirements, until coupons are no longer available. HRA will maintain a single waitlist of applicant households eligible for HRA HOME TBRA when the number of eligible households exceeds the number of coupons available. Applicant households will be placed onto the waitlist in order of their assigned number and will be selected from the waitlist in that order to receive HRA HOME TBRA coupons that become available, for so long as funding remains available. Once placed on the waitlist, a household will retain its placement unless it is selected or removed.

3.5 Removal of Applicants from the Waitlist

Applicant households who are found ineligible for HRA HOME TBRA will be removed from the waitlist, including those who may have initially qualified for HRA HOME TBRA but whose circumstances subsequently changed. In addition, applicants who do not respond to periodic written requests from HRA for updated household information will be removed from the waitlist. Households will also be removed from the waitlist if letters from HRA are returned as undeliverable. Applicants on the waitlist are required to report immediately to HRA any changes in income or household composition.

HRA will give an applicant household written notice of its final decision to deny HRA HOME TBRA participation. The notice will include the reason for the denial and advise the household of the right to request a review of the decision, as set forth in Chapter 15.

3.6 Selection of Applicants from the Waitlist

As funding and coupons become available, HRA again reviews applications and submitted documentation of households on the waitlist, seeks verification where necessary (see Chapter 5), and offers eligible applicant households participation in HRA HOME TBRA. Eligible applicant households will be selected for participation in HRA HOME TBRA in order of their assigned number, regardless of household size. When there is insufficient funding available for the first applicant household on the waitlist, HRA will not consider any other applicant household on the waitlist until funding becomes available for the first applicant household.

3.7 Applicant Household Separations

If an applicant household separates into two or more otherwise eligible household units prior to execution of a lease and HRA HOME TBRA Rental Assistance Contract (RAC)

(see 10.3), HRA will decide on a case-by-case basis which of the household units will be considered the applicant household and remain eligible to receive HRA HOME TBRA rental assistance. Under no circumstances shall more than one of the resulting household units receive HRA HOME TBRA rental assistance.

HRA will consider factors including but not limited to:

- Which household member applied as head of household;
- Which household unit retains any children, disabled members, or members over 62 years of age;
- Role of domestic violence in the separation;
- Role of criminal activity or incarceration in the separation; and
- Recommendations of social service agencies, including state and local children's services agencies, or qualified professionals.

Documentation of these factors is the responsibility of the applicant households. If either or both of the households do not provide the documentation, they may be removed from the waitlist and denied a coupon for failure to supply information requested by HRA.

4 HRA HOME TBRA ELIGIBILITY

4.1 Eligibility

HPD will transfer HUD HOME Investment Partnerships Program (HOME) funds to HRA to implement HRA HOME TBRA. HRA will offer rental assistance to eligible households, based on funding availability and subject to oversight by HPD as the HOME Program administrator.

To be eligible for HRA HOME TBRA, a household must meet the following eligibility requirements:

- The household must:
 - Consist of two or more individuals or a pregnant person, currently reside in a NYC Department of Homeless Services (DHS) shelter or an HRA shelter, and have resided in shelter for more than 120 days as of the close of the application period; or
 - Consist of or include at least one chronically street homeless individual (an individual living on the streets for nine months out of the last two years and/or living in a DHS Safe Haven or utilizing a DHS stabilization bed); and
- The household's adjusted income (annual income determined in accordance with 24 CFR §§ 5.609, 5.617, minus deductions set forth in 24 CFR § 5.611) must not exceed 60% of the Area Median Income (AMI) set by HUD; and
- At least one member of the household must receive social security disability insurance benefits, old-age benefits or survivors insurance benefits under Title II of the federal Social Security Act, or supplemental security income under Title XVI of the federal Social Security Act; and

- At least one member of the applicant household must be either a citizen or noncitizen with a qualifying immigration status under Section 1436a of title 42 of the United States Code.

4.2 Participant Household Separations

If a household receiving HRA HOME TBRA rental assistance separates, HRA will decide on a case-by-case basis which of the resulting household units will continue to receive HRA HOME TBRA rental assistance. Under no circumstances shall more than one of the resulting household units receive HRA HOME TBRA rental assistance.

HRA will consider factors including but not limited to:

- Which household member applied as head of household;
- Which household unit retains any children, disabled members, or members over 62 years of age;
- Role of domestic violence in the separation (see 2.4.4, 2.4.5, 13.1);
- Role of criminal activity or incarceration in the separation; and
- Recommendations of social service agencies, including state and local children's services agencies, or qualified professionals.

4.3 Live-in Aides and Attendants

For purposes of determining unit size, one live-in aide approved by HRA to reside in the assisted unit to care for a household member who is disabled or 62 years of age or over will be counted as a household member. HRA will approve a live-in aide determined by HRA to be essential to the care and well-being of a household member, if the aide is not responsible for the support of, and would not be living in the unit except to provide care for, the assisted household member(s). Written verification (including the hours of care) 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 above.

Although counted when determining unit size, a live-in aide is not otherwise treated as a household member. Income and immigration status of a live-in aide is not considered in determining a household's HRA HOME TBRA eligibility or rental assistance amount. Live-in aides may not receive HRA HOME TBRA rental assistance for the assisted unit as a result of household separation or death of a household member.

HRA will approve a live-in aide as a reasonable accommodation to make HRA HOME TBRA accessible to and usable by household members with disabilities (see 2.2). Approval of a live-in aide as a reasonable accommodation will be in accordance with 24 CFR Part 8.

4.4 Household Absence from the Assisted Unit

Household absence from the unit is defined as the *entire* household not residing in the assisted unit. The absence of some household members is not considered a "Household Absence from the Unit."

An entire household may not be absent from the assisted unit for a period of more than 180 total days in a 12-month period in any circumstance and for any reason. After 90 consecutive days of absence, assistance will terminate unless the household establishes that:

- the absence from the assisted unit was due to exceptional circumstances beyond the household's control, such as hospitalization;
- the household intends to return to the assisted unit within 180 days of departure; and
- the household is not maintaining an alternate residence.

4.4.1 Absence of Individuals from the Assisted Unit

Any individual who is absent from the assisted unit for more than 90 consecutive days will not be counted as a household member unless such individual is absent due to hospitalization, military deployment, or other good cause as determined by HRA on a case-by-case basis, and is reasonably expected to return within 180 days. A household member who is away at school but intends to live with the household in the assisted unit during school recesses is considered a household member. A child who resides in the assisted unit with his or her parent for at least 183 days of the year pursuant to a joint custody agreement or order is counted as a household member, provided that such parent is a household member. A foster child who is placed and resides in the assisted unit for more than 183 days of the year is counted as a household member.

4.5 Income

A household's income determines eligibility for HRA HOME TBRA and is also used to calculate the household contribution amount and the HRA HOME TBRA rental assistance amount (see Chapter 9). HRA will use the policies and methods described in this section to ensure that only eligible households receive HRA HOME TBRA and that no household pays more or less than its obligation under the federal regulations and Title 68, Chapter 9 of the Rules of the City of New York.

4.5.1 Initial Income Limits

A household's adjusted income at the time of initial eligibility determination and upon acceptance as an HRA HOME TBRA participant shall not exceed 60% of the Area Median Income (AMI). A household must reverify income prior to acceptance as an HRA HOME TBRA participant if more than six months have elapsed since HRA determined the household to be income-eligible (see 5.1).

Annual income refers to all income which is received by, issued on behalf of, or derived from assets accessible by any household member. See 24 CFR § 5.609(a).

Adjusted income means a household's annual income minus the following deductions, set forth in 24 CFR § 5.611:

- \$480 for each dependent
- \$400 for any elderly or disabled household member
- Sum of the following, if in excess of 3% of the household's annual income:

- Unreimbursed medical expenses of any elderly or disabled household member, and
- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled household members enabling any household member to be employed (not exceeding earned income received by household members 18 years or older who are able to work because of such attendant care or auxiliary apparatus).
- Households will be required to submit a written certification as to whether any expenses have been or will be reimbursed.
- Reasonable child care expenses necessary to enable a household member to work or pursue an education, not in excess of employment income included in annual income.

4.5.2 Income from Full-time Students

HRA will not include in annual income the earnings in excess of \$480 for each full-time student 18 years and older. However, financial aid amounts exceeding tuition must be included in annual income with the exception of financial aid paid to a student over 23 with dependent children, or to a full-time student residing with his or her parents.

4.5.3 Income of Temporarily Absent Family Members

Income of household members who are temporarily absent is counted, except for full-time students who have documented their absence from the household. This includes the income (pay and allowances) of household members serving in the military, except hazardous duty pay when exposed to hostile fire is excluded.

4.5.4 Averaging Income

HRA will use available information to average anticipated income from all known sources when the sources are expected to change during the year.

4.5.5 Rounding of Income and Deductions

Generally, HRA will round to the nearest whole dollar at the final calculation for each income/deduction source.

HRA will round as follows for the following income and deductions:

- **Social Security Income:** When the Social Security benefit letter states that the monthly benefit is rounded down to the whole dollar, HRA will calculate income by rounding down the full monthly benefit before any deductions and then annualizing that monthly benefit. This methodology will be applied to all Social Security benefits whether or not there are any deductions applied. For example, if the full monthly benefit is \$547.90 and the monthly medical insurance premium is \$66.60, annual income is: $\$547.00 \times 12 = \$6,564$.
- **Other Income/Deduction Sources which include direction on rounding:** Where the income/deduction verification document has direction on rounding of income/deductions, HRA will follow the direction on the verification document to calculate annual income and/or deductions.

- Income/Deduction Sources with **NO direction on rounding**: If the income/benefit/deduction verification document does not include any direction concerning rounding, HRA will calculate income/benefit/deductions by annualizing the entire weekly, bi-weekly or monthly income/benefit/deduction.
- Once the annual amount is calculated, HRA will round to the nearest whole dollar. For example, if the weekly income is \$300.10, annual income is \$300.10 x 52 = \$15,605.20, which is rounded to \$15,605.

4.5.6 Earned Income Disallowance

Pursuant to 24 CFR § 5.617, HRA will disallow the increase in annual income provided by the regulations covering the self-sufficiency incentive for disabled household members. The disallowance of increases in income as a result of employment of persons with disabilities will not apply for purposes of admission to the program.

4.5.7 Income Targeting

To be eligible for HRA HOME TBRA, an applicant household's adjusted income must not exceed 60% of AMI. Per HUD regulations, for continuing eligibility purposes, HRA must annually determine that the household continues to be at least low-income, *i.e.*, household adjusted income does not exceed 80% of AMI (see 14.2).

4.6 Citizenship/Eligible Immigration Status

In order to receive assistance, at least one household member must be a U.S. citizen or a noncitizen with a qualifying immigration status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD in 24 CFR Part 5. For the citizenship/eligible immigration requirement, the status of each member of the household is considered individually. Households that include eligible and ineligible individuals based on immigration status will be given notice that their assistance will be pro-rated by multiplying the HRA HOME TBRA rental assistance amount by a fraction, the denominator of which is the total number of household members and the numerator of which is the total number of household members who are ineligible for HRA HOME TBRA based upon immigration status, and that they may request a review conference or administrative hearing if they contest this determination (see Chapter 15).

Household members who are neither citizens nor eligible immigrants may contest HRA's determination of their citizenship/immigration status through USCIS and/or HRA administrative appeal process (see Chapter 15).

Assistance for noncitizen students, as defined at 42 USC § 1436a(c)(2)(A), or their noncitizen spouses and children is prohibited.

4.7 Mandatory Social Security Numbers

Applicants and participants must disclose and verify social security numbers for all household members, in accordance with 24 CFR § 5.216. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance. Failure to correct a social security number submitted to HRA that cannot be verified in the federal registry is grounds for denial or termination of HRA HOME TBRA.

Persons who have not been issued a social security number, including ineligible immigrants, must sign a certification that they have never been issued a number. Persons who disclose their social security number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly or disabled persons must provide verification within 120 days.

Applicants without social security cards may provide other acceptable forms of documentation that identify the social security number including: earnings statements or payroll stubs, bank statements, IRS Form 1099, unemployment benefit letters, and court records.

4.8 Privacy Rights

HRA's policy regarding the release of information is in accordance with state and local laws, which may restrict the release of household information.

HRA's practices and procedures are designed to safeguard the privacy of HRA HOME TBRA applicants and participants. All applicant and participant paper files will be stored in a secure location, which is only accessible by authorized staff. Access to information stored electronically will be limited to employees with proper authorization.

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

5 Verification

5.1 Verification Factors and Required Documentation

It is the obligation of HRA to obtain complete information regarding applicants and thoroughly document the methods by which it has verified all pertinent information in the applicant's file. HRA requires verification of all factors affecting HRA HOME TBRA program eligibility, such as household composition, household income and assets, citizenship/eligible immigration status, receipt of federal benefits, residence in a shelter, and other items relating to program eligibility, **before** an applicant household is issued a HRA HOME TBRA coupon. All program participants must also comply with the verification process during recertification.

The table below lists the factors to be verified along with acceptable forms of documentation within each category. Much of the documentation may be duplications of verification documentation already in the possession of HRA. Thus, for members currently known to HRA, *i.e.*, with an active PA, Medicaid or SNAP case, only the income and allowable deductions documentation may be required.

For applicants, verification of U.S. citizenship/eligible immigration status occurs at the same time as verification of other factors of eligibility. Upon request, HRA may grant an extension of 30 days for households to submit evidence of eligible immigrant status prior to denying an application.

Household Composition – Legal identity (required for each listed household member)	
Verification item	Form of Documentation
Name	<ul style="list-style-type: none"> • Photo I.D. • Driver’s license • U.S. passport • Naturalization certificate • Hospital/Doctor’s records • Adoption papers • Birth/baptismal certificate • Validated Social Security Number
Relationship: If a child is in the household, the household must verify an adult household member’s relationship to the child.	<ul style="list-style-type: none"> • Birth certificate (long form) • Adoption papers/records • Court records • Medical records • DHS or HRA systems verification
Household Composition/Size	<ul style="list-style-type: none"> • DHS or HRA systems verification • School records • Statement from another Agency
Social Security Number	<ul style="list-style-type: none"> • Social Security Card • Official correspondence from SSA
Full-Time Student	<ul style="list-style-type: none"> • Current school records • This requirement applies only to household members 18 years of age and older.
Length of Stay in Shelter / Street Homelessness	
Verification Item	Form of Documentation
Currently Resides in Shelter / Length of Stay in Shelter/Street Homelessness	<ul style="list-style-type: none"> • Data files for pre-identified households contain the most recent shelter stay start date and list of Chronic Street Homeless clients. • DHS CARES data system • DHS Staff review
Income	
Verification item	Form of Documentation
Social Security Benefits	<ul style="list-style-type: none"> • NY State Data Exchange • Current award letter • Current benefit check • Official correspondence from SSA
Employment Income	<ul style="list-style-type: none"> • Current wage stubs and statement of tips

	<ul style="list-style-type: none"> • Pay envelopes • Letter from employer containing rate of pay per hour, hours worked per week, first pay date, if new, and employer's phone number
Self-employment, Gratuities	<ul style="list-style-type: none"> • Business records • Tax records • Records and related materials concerning self-employment earnings and expenses • Current income tax return
Business Income	<ul style="list-style-type: none"> • IRS form 1040 with schedules C, E or F • Financial statements • Any loan application or credit reporting listing income derived from business during preceding 12 months
Rental Income	<ul style="list-style-type: none"> • Current contribution check • Statement from roomer, boarder or tenant • Income tax record
Dividend and Interest Income	<ul style="list-style-type: none"> • Statement from bank or credit union • Statement from broker/financial institution/agent
Interest from Sale of Real Property	<ul style="list-style-type: none"> • Amortization schedule with amount of interest earned in next 12 months
Unemployment Compensation	<ul style="list-style-type: none"> • Current award certificate • Official correspondence from New York State Department of Labor
Social Security benefits	<ul style="list-style-type: none"> • Current award certificate/letter • Current benefit check • Official correspondent from SSA
Recurring Contribution or Gifts	<ul style="list-style-type: none"> • Correspondence from source of income • Check stub
Family Assets	<ul style="list-style-type: none"> • Passbooks • Statement from bank • Certificates of deposit • Stock or bond documents or other financial statements • Documents related to retirement funds • Copies of real estate tax statements • Copies of real estate closing documents which indicate distribution of sales proceeds and settlement costs • Opinions from attorneys, stockbrokers, bankers and real estate agents verifying penalties and reasonable costs incurred to convert assets to cash
Disability Income/ Workers Compensation	<ul style="list-style-type: none"> • Award certificate/letter • Check stub
Pension	<ul style="list-style-type: none"> • Current award letter

	<ul style="list-style-type: none"> • Benefit check • Official correspondence from source of income • Current contribution check
Alimony and/or Child Support	<ul style="list-style-type: none"> • Statement from Family Court • Statement from person paying support • Check stubs • Official correspondence from the Child Support Enforcement Unit
Education Scholarships	<ul style="list-style-type: none"> • Statement from school • Statement from bank • Statement from agency administering grant/award letter
Financial Assistance for Education	<ul style="list-style-type: none"> • Award letter with cost of tuition
Allowable Deductions from Income	
Verification item	Form of Documentation
Medical Expenses	<ul style="list-style-type: none"> • Statement from provider of health insurance premiums • Copies of medical bills (paid and unpaid) Medicare prescription drug card
Childcare Expenses	<ul style="list-style-type: none"> • Court order • Statement from day care center or other child care provider • Canceled checks or receipts
Assistance to Persons with Disabilities	<ul style="list-style-type: none"> • Statement from aid or attendant • Canceled checks or receipts • Receipt for purchase or proof of monthly payments and maintenance expenses for auxiliary apparatus • Statement from employer that auxiliary apparatus is necessary for employment
Citizenship or Eligible Immigration Status	
Status	Form of Documentation
Citizens or Nationals of the United States	<ul style="list-style-type: none"> • US birth certificate • US passport • Resident alien/registration card Social security card
Eligible Immigrants Aged 62 or over	<ul style="list-style-type: none"> • Signed declaration of eligible immigration status and proof of age
Non-Citizens with Eligible Immigration Status	Signed declaration of status and <ul style="list-style-type: none"> • Resident alien card • Alien registration receipt card • Arrival-departure record • Temporary resident card • Employment authorization card

	<ul style="list-style-type: none"> • Official correspondence from USCIS <p>HRA will verify the status through the USCIS SAVE system.</p>
Non-Citizen Students on Student Visas	<ul style="list-style-type: none"> • Student visa <p>Non-citizen students on student visas are ineligible family members even though they are in the country lawfully.</p>

For purposes of application reviews and coupon issuance: Income documents are only valid for 60 days from the time they are received by HRA. Therefore, if more than 60 days have passed since the date of submission to HRA, HRA will not issue a coupon until income information is reverified.

For coupon holders and coupon term extensions: HRA HOME TBRA coupon holders may be required to reverify income at HRA’s request (see 6.2.2). Income must be reverified before providing HRA HOME TBRA if more than six months have elapsed since HRA determined that an applicant household was income-eligible. See 24 CFR § 9.203(d)(2).

For purposes of recertification: Income documents are only valid for 120 days from the time they are received by HRA. Therefore, if more than 120 days have passed between the date of submission to HRA, HRA will not recertify a household until income information is re-verified.

5.2 Third-Party Verification

HRA will first rely on its own data sources as well as state and federal sources to determine a participant household’s continued eligibility for HRA HOME TBRA assistance. HRA may also request an applicant or program participant to submit documentation of income issued by an appropriate third party. Such documentation must be submitted by the applicant or program participant within 10 calendar days of the request unless additional time is requested and granted for good cause.

Additionally, a third party (e.g., employer, Social Security Administration) may be contacted directly to provide documentation of eligibility factors.

6 RENT STANDARD AMOUNTS AND COUPON ISSUANCE

6.1 Briefings and Household Obligations

6.1.1 Briefing

Upon selection of the household from the waiting list, HRA will conduct a briefing with the head of household. Individuals with a disability may have a proxy attend the briefing session on their behalf if proper documentation is provided indicating their inability to attend and naming the proxy. If warranted, HRA may also conduct individual briefings for households with a disabled head of household or spouse at their home upon request by the household, and if HRA staff determines it is required for reasonable accommodation.

The briefing will cover the following general topics:

- How HRA HOME TBRA works;
- Household responsibilities;
- How the household can lease a unit;
- Recertification;
- Moves;
- Grounds for termination; and
- Right of Review.

HRA will take affirmative steps to make interpreters available when briefing LEP individuals (see 2.3).

All applicants attending a briefing will receive the HRA HOME TBRA Applicant Briefing Book explaining program requirements.

Applicants who miss more than two briefing sessions will have their applications rejected. HRA will not issue an HRA HOME TBRA coupon to a household unless the household representative has attended the briefing and signed the coupon.

6.1.2 Household Obligations

The following are obligations of participants under the program. Violation of one or more of these obligations is grounds for denial or termination of assistance under HRA HOME TBRA.

The household must:

- Apply for any assistance available under NY Social Services Regulations that HRA has determined the household may be eligible for, prior to signing a lease for an approved unit;
- If eligible for social security disability insurance benefits, old-age benefits or survivors insurance benefits under Title II of the federal Social Security Act, or supplemental security income under Title XVI of the federal Social Security Act, comply with applicable program requirements in order to retain benefits at the maximum level;
- Supply any information that HRA, HPD, or HUD 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 household income and composition requested by HRA for use in any annual or interim recertification;
- Disclose and verify social security numbers of applicants and household members;
- Timely pay the household share of the rent, and any utilities for which the household is responsible according to the lease.
- Know and comply with the conditions of the lease and HRA HOME TBRA program requirements;
- Allow Housing Quality Standard (HQS) inspectors access to the unit at reasonable times and after reasonable notice;
- Timely correct an HQS breach caused by the household;

- Notify HRA and the owner before the household moves out of the unit, or terminates the lease on notice to the owner;
- Promptly notify HRA in writing of an absence of the household from the assisted unit, as well as the absence of any individual household member, expected to last more than 90 days and request prior approval for the absence, if possible;
- Add any guest residing in the assisted unit for more than 90 days during a year as a member of the household and report to HRA as a change in household composition;
- Inform HRA if an individual who is ineligible for HRA HOME TBRA due to immigration status is residing in the assisted unit.
- Promptly notify HRA when an owner takes action to evict the household, and give HRA a copy of any eviction notice;
- Use the assisted unit as the household's sole residence;
- Inform HRA of any changes in household composition within 30 days of such changes occurring;
- Notify HRA of any change in household income at the annual recertification. Participants may, but are not required to, report changes in household income prior to recertification;
- Cooperate fully with annual recertification, as well as any reviews conducted before the next recertification based on reported changes in household income or composition;
- Continue to include at least one member who is a U.S. citizen or qualified immigrant; and
- Comply with all HRA HOME TBRA program requirements.

The household must *not*:

- Commit any serious or repeated violation of the lease;
- Assign the lease, sublet the assisted unit, rent out a room in the unit, or transfer the unit;
- Own or have any interest in the unit;
- Receive HRA HOME TBRA rental assistance while residing in a unit owned by the parent, child, grandparent, grandchild, sister or brother of any household member, without HRA's approval.
- Commit fraud, bribery, or any other corrupt or criminal act in connection with this or any federal housing program.
- Receive HRA HOME TBRA while receiving another housing subsidy (other than a Public Assistance shelter allowance) 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, approved by the owner, or permitted under the lease *and* incidental to primary use of the unit for residence by members of the household;
- 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; or
- Intentionally or negligently damage, or permit a guest to damage, the unit or premises beyond normal wear and tear.

6.2 Issuance of Coupons, Unit Size, and Rent Standard Amounts

6.2.1 HRA HOME TBRA Coupon Issuance

When funding is available, and after the household has been certified eligible and briefed on program requirements, HRA issues an HRA HOME TBRA Coupon to the household. The coupon represents a contractual agreement between HRA and the household, specifying the rights and responsibilities of each party, and is the household's authorization to search for an eligible unit. It also specifies the standard unit size assigned to the household. A coupon does not constitute admission to the program, and a coupon-holder is not considered a program participant until such time as a lease and RAC become effective.

6.2.2 Coupon Term, Suspensions and Extensions

The initial coupon term will be 120 calendar days. HRA may grant extensions to certain coupon holders in documented special circumstances, including filing of a housing discrimination complaint. HRA may also grant extensions to all coupon holders in appropriate circumstances, based, for example, on market conditions. HRA will also grant extensions if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. A household may need to reverify income before a coupon extension is granted (see 5.1).

HRA will suspend the coupon term (*i.e.*, "stop the clock") if the applicant has provided a Request for Unit Approval (RUA) until the time that HRA approves or denies the request. The applicant's search time will be extended for a period of time equal to the number of days elapsed between the submission of the RUA and the denial of the request.

If the coupon term has expired before the household receives unit approval, the household may submit a new application for HRA HOME TBRA if HRA reopens the application period. HRA is not required to notify a household that its coupon has expired.

6.2.3 Unit Size and HRA HOME TBRA Rent Standard Amounts

At issuance, the HRA HOME TBRA coupon will specify the household's unit size on which the household's rent standard amount or initial maximum rent will be based. The household may select any apartment at or below the household's rent standard amount that would not be overcrowded according to HUD HQS definition, which allots at least one bedroom or living/sleeping room for every two persons.

HRA HOME TBRA rent standard amounts are based on unit size. HRA shall set the HRA HOME TBRA rent standard amount for each unit size at an amount that is between 95 and 110 percent of the Fair Market Rent (FMR) applicable in NYC for the unit size, as published annually by HUD pursuant to 24 CFR Part 888. The HRA HOME TBRA rent standard amounts will remain the same until such time as HRA determines that a different percentage of FMR is warranted. HRA shall publish current HRA HOME TBRA rent standard amounts on HRA's website and in the HRA HOME TBRA Applicant Briefing Book.

6.2.4 Determining Unit Size on Coupon

The unit size on the HRA HOME TBRA coupon will be determined based upon the total number of household members intending to reside in the assisted unit. Generally, standard unit sizes provide for the smallest number of bedrooms needed to accommodate a household without overcrowding. HRA does not determine who will share a bedroom/sleeping room. Households may choose an apartment smaller or larger than the unit size on their coupon, as long as the assisted unit will not be overcrowded. The table below sets forth standard unit sizes by household size.

Size of Household	Unit Size
1	SRO/Studio
2	1
3 or 4	2
5 or 6	3
7 or 8	4
9 or 10	5
11 or 12	6

For purposes of determining a household's unit size:

- In the case of documented pregnancy of a household member, the unborn child will be counted as a household member;
- Any single live-in aide approved by HRA to reside in the assisted unit to care for a household member who is disabled or 62 years of age or over will be counted as a household member;
- A child who resides in the assisted unit with his or her parent for at least 183 days of the year pursuant to a joint custody agreement or order will be counted as a household member, provided that such parent is a household member;
- A foster child who is placed and will reside in the assisted unit for more than 183 days of the year will be counted as a household member;
- A household member who is away at school but intends to live with the household in the assisted unit during school recesses will be counted as a household member;
- An individual who will be absent from the assisted unit for more than 90 consecutive days will not be counted as a household member unless such individual is absent due to hospitalization, military deployment, or other good cause as determined by HRA on a case-by-case basis, and is reasonably expected to return within 180 days; and
- If a household member is disabled, HRA may increase the unit size it assigns to the household as a reasonable accommodation for the disabled household member (see 2.2).

7 HOUSING QUALITY STANDARDS

HRA is required by federal legislation and HUD regulations to ensure that each assisted unit occupied by a household participating in HRA HOME TBRA is “decent, safe and sanitary.” To meet this requirement, HRA will ask HPD to conduct a Housing Quality Standard (HQS) inspection prior to providing HRA HOME TBRA assistance and at least annually to ensure continued compliance with HQS throughout the term of assisted tenancy. Inspected units will receive a designation of “pass” or “fail.”

7.1 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.

7.1.1 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.
- Unit size is based on the number of legal bedrooms; sleeping quarters that are not technically bedrooms do not count as bedrooms in determining unit size and rent standard amount.

7.1.2 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, countertop 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.

7.1.3 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.

7.1.4 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 and two working outlets or one working outlet plus one working permanent light fixture.

7.2 Specific Apartment Items

7.2.1 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
- Broken window balance.

7.2.2 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.

7.2.3 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; or
- Large cracks or holes allowing drafts or rodents to enter; or
- Loose sections of plaster in danger of falling; or
- Presence of severe mold.

7.2.4 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.

7.2.5 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.

7.2.6 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.

7.2.7 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.

7.2.8 Access

- The apartment must have its own entrance;
- Steps numbering 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; and
- Double cylinder locks are considered an automatic HQS failure and a hazardous condition. Apartments or buildings with double cylinder locks are automatic failures.

7.2.9 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.

7.2.10 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.

7.2.11 Smoke Detectors

- A smoke 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.

7.2.12 Lead-Based Paint

Federal lead-based paint requirements applying to HRA HOME TBRA 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.

7.2.13 Emergency Conditions

HPD, at its discretion, may determine certain HQS defects to be emergencies. The owner must repair these defects within 24 hours. 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-hour correction period including:

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

7.2.14 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.

Examples of Tenant-caused Failures include:

- No electricity when the tenant is responsible for the payment of utilities;
- No gas to the unit when the tenant is responsible for this utility per the lease agreement;

- No heat in conformance with local code when tenant is responsible for this utility per the lease agreement;
- A fire escape blocked or exit blocked by tenant;
- The heavy accumulation of refuse or debris in the unit;
- No battery in the smoke detector or the smoke detector is inoperable;
- Not providing HQS inspector with access to a specific room in the assisted unit.

7.3 The Inspection Process

7.3.1 General Policies

There are five types of HQS inspections that HPD conducts:

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

Inspections will be scheduled in accordance with 24 CFR Part 982 and this administrative plan. Additionally, inspections may be scheduled at the request of HUD, an applicant, a participant, an owner/managing agent, HPD, or any other interested party.

HRA HOME TBRA will provide reasonable notice to both the tenant and the owner of the scheduled inspection date. For occupied units, the tenant is responsible for providing access to the unit. Except in emergency situations, HRA will provide reasonable notice of any inspection and a reasonable opportunity for the owner and household to reschedule an inspection. If two scheduled HQS inspections of occupied units are missed, HRA may terminate the household from HRA HOME TBRA for failure to uphold program obligations. For initial inspections of vacant units, owners are responsible for providing access and failure to do so may result in a cancellation of the Request for Unit Approval (RUA)(see Chapter 10).

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 or the tenant, or both. HUD regulation 24 CFR § 982.404(a)(3) requires that HPD verify that HQS failure items have been repaired. A reinspection of a unit with HQS failures is not a regulatory requirement, provided that HPD can obtain verification through an alternative means. As defined herein, HPD will require reinspections 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 or HRA; however, HPD will verify nonemergency, owner-caused failure items through certifications signed by both the owner and tenant. HPD reserves the right to require reinspection or to accept self-certification for emergency owner-caused failure items.

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 and to HRA, and a copy will go into the tenant's HRA file. A failure letter from HPD will provide the owner (or tenant, if the defect is

tenant-caused) with the date by which repairs must be made, and inform the owner or tenant to notify HPD and HRA (in writing or by phone) that the defects have been corrected. The failure letter will also notify the owner that a RAC will be abated in accordance with HRA and HPD policies and HUD regulations 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.

7.3.2 Initial Inspections for New Program Units

HRA will ask HPD to schedule an initial HQS inspection upon submission of a complete HRA HOME TBRA Landlord Packet and RUA. HPD will notify the owner and HRA if the unit passes HQS inspection. An initial inspection that passes HQS will be valid for one year. However, HRA and HPD reserve the right to conduct a second inspection if the period between the initial inspection and execution of the RAC exceeds 60 days.

If the unit does not pass inspection, HPD will notify the owner and HRA of the defects. When possible, HRA will notify the participant or applicant of the failure, giving the participant or applicant 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 and HRA that the failure has been corrected and ask HPD to conduct a reinspection. HPD will notify the owner and HRA whether the owner passes the reinspection.

Access to vacant units for the initial inspection is the responsibility of the owner. If an owner misses two appointments, HPD will notify HRA, and HRA may reject the RUA and issue a new coupon enabling the tenant to look for alternative housing during the time remaining.

7.3.3 Annual Inspections

HPD must conduct an HQS inspection of each unit subject to an HRA HOME TBRA RAC at least annually. HRA will ask HPD to schedule a renewal inspection and will send the household and the owner an HQS Notice of Mandatory Annual Inspection at least 10 days prior to the inspection. If the tenant cannot be present during the inspection, s/he must reschedule the appointment with HPD so that the inspection is completed within two weeks of the original date. A tenant will not be allowed more than one opportunity to reschedule an inspection without providing documentation of good cause to HPD and HRA. Two missed inspection appointments by the household will be considered an HQS failure and violation of household obligations under the program. HPD will notify HRA of the missed appointments, and HRA may terminate HRA HOME TBRA.

If the unit does not pass inspection, HPD will notify the owner and tenant in writing of the defects and the 25-day requirement to make the repairs, or 24 hours if emergency failures are involved, and inform HRA. HRA will inform the owner that HRA HOME TBRA housing assistance payments will be suspended the first of the next month if the defect has not been corrected within 25 days or, for emergency failures only, within 24 hours. It is the owner's responsibility to notify HPD and HRA that the HQS failure has been corrected.

7.3.4 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.

HRA and HPD recommend that the tenant immediately report hazardous situations to HPD's Office of Code Enforcement by calling 311. 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 household'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 and the 24-hour correction requirement and inform HRA. HRA will notify the owner and tenant of the possibility of the suspension of HRA HOME TBRA Rental Assistance payments by HRA if the repairs are not made. Payment suspensions will be effective the first of the month following the correction period.

In most cases where a life-threatening HQS failure exists, the household will be referred to HPD's Emergency Housing Services Bureau. HRA may issue a new coupon for the household to find alternative housing if notified by HPD that the repairs on the former unit have not been made within a reasonable period of time.

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

7.4 Abatement of Rent and Termination of RAC or HRA HOME TBRA Participation Based on 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 and a copy provided to HRA to avoid abatement on the first of the month following the 25-day correction period or termination of the RAC and HRA HOME TBRA payments.

If the owner does not correct failures within 25 days, HRA may abate HRA HOME TBRA rental assistance payments. 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 by HPD of a self-certification form or a verification inspection by HPD and notification to HRA.

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 the owner. If the unit does not pass the scheduled verification inspection, retroactive abatement will take place after HPD notifies HRA that the owner failed the inspection.

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

If a unit fails the second inspection for an emergency failure, HPD will notify HRA, which may abate HRA HOME TBRA Rental Assistance payments 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, HPD will notify HRA and retroactive payments will be made by HRA 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 notify HRA, which will deny the RUA (*see* 7.3.2).

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 and HPD will notify HRA.

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

HPD reserves the right to accept Certification of Completed Repairs forms from owners for Emergency Conditions.

7.4.1 Owner-Caused Failures

When an owner fails to correct an HQS failure within the period specified by HPD or HRA, HRA shall either abate HRA HOME TBRA rental assistance payments in their entirety until such time as the owner remedies the HQS failure as determined by HPD, or terminate the RAC and cease HRA HOME TBRA payments. HRA will provide the owner with written notice that HRA HOME TBRA rental assistance payments will be abated effective the first of the month following the correction period or that HRA is terminating the RAC and HRA HOME TBRA assistance payments. A copy of the notice will also be sent to the tenant. The notice of abatement states that the tenant is not responsible for HRA'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 reinspection by HPD. It is the owner's responsibility to notify HPD and HRA that

deficiencies have been corrected. If HRA abates HRA HOME TBRA payments or terminates the RAC, HRA shall allow the household to move (see Chapter 13).

7.4.2 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 and copy HRA.

If the household causes a hazardous HQS failure requiring immediate correction, the household must correct the defect within no more than 24 hours at the household's expense. For other household-caused defects, the household must correct the defect within no more than 25 calendar days. If HPD and HRA do not receive notification that defects have been corrected within the above timeframe, HRA will terminate the tenant's participation in HRA HOME TBRA on the first of the month following the correction period.

8 RENT REASONABLENESS DETERMINATIONS

8.1 General Policy

HRA will not approve a lease until it has been determined that the rent is reasonable and, for the household's first year in the unit, rent (including heat and hot water) does not exceed the applicable rent standard amount (see Chapter 6). Furthermore, the contract rent must be reasonable during the whole course of the assisted tenancy in the HRA HOME TBRA program. The term "reasonable" means that the owner's proposed rent is within a range of rents that appropriately reflects the market conditions of a particular neighborhood in NYC, considering all of the relevant factors specified in 24 CFR § 982.507 and listed below. In all cases, the rent paid to the owner may not exceed the rent charged by the owner for comparable unassisted units on the premises.

8.2 When and How Rent Reasonableness Determinations Are Made

Rent reasonableness determinations are made when HRA reviews an initial or renewal lease.

HRA will 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.

HRA's reasonable rent determination will consider:

- Overall conditions of the apartment, both structurally and cosmetically;
- Amenities supplied by the owner;
- Utilities provided by the owner;
- Maintenance services;

- Location of the apartment;
- Rental market conditions;
- Accessibility to public services;
- Number of bedrooms;
- Facilities;
- Age of the building; and
- Building type.

Each participant file will contain documentation that a rent reasonableness review has been conducted for the assisted tenancy,

8.3 Rent Reasonableness Methodology

For all units, HRA will review rent reasonableness by:

- reviewing the rental information provided by the owner in the HRA HOME TBRA Landlord Package and information in the RUA, and.
- comparing the requested rent amounts with rents for comparable, unassisted units located on the premises, using a rent roll or leases provided by the owner.
- If the information above is unavailable or inconclusive, HRA will obtain information on comparable, unassisted units in the local market from online sources, the most recent New York City Housing and Vacancy Survey, newspaper listings, and any other independently verifiable source of information.

Owners must provide to HRA any information requested by HRA on rents charged by the owner for other units in the premises or elsewhere. If the owner does not comply with HRA requests for information, the RUA will be rejected and the owner will be notified in writing with a copy to the household.

8.4 Rent Increases in Renewal Leases

After the initial year, renewal leases providing for rent increases may be approved by HRA, even if the new rent will exceed the household's current rent standard amount, so long as the rent increase is legal and the new rent remains reasonable under the standards set forth in 24 CFR § 982.507.

9 CALCULATING HOUSEHOLD CONTRIBUTION TO RENT AND HRA HOME TBRA RENT STANDARD AMOUNT

9.1 Calculating Total Monthly Household Contribution to Rent

A household's total monthly contribution to rent is the sum of the following:

The highest of the following amounts, rounded to the nearest dollar:

- 30% of the household's adjusted income, divided by 12;
- 10% of the household's annual income, divided by 12;

- The amount of the household's monthly public assistance shelter allowance, as calculated and received pursuant to 18 NYCRR § 352.3; or \$50, which may be reduced based on financial hardship at HRA's discretion.
- PLUS the amount, if any, by which the rent exceeds the applicable rent standard amount, after the household's first year in the assisted unit;
- PLUS the amount, if any, by which the HRA HOME TBRA rental assistance amount has been reduced because of a household member's ineligibility based on immigration status.

9.2 Minimum Monthly Household Contribution to Rent

The minimum household contribution to rent under HRA HOME TBRA is \$50 per month.

HRA may grant an exception and reduce the \$50 minimum if the household is unable to pay that amount because of financial hardship, as defined below:

- When the household has lost eligibility, or is awaiting an eligibility determination, for a federal, state, or local assistance program, including a household 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 household would be evicted because it is unable to pay the minimum rent;
- When the income of the household has decreased because of changed circumstances, including loss of employment;
- When an income earner in the household has died; or
- Under other circumstances determined by HRA or HUD on a case-by-case basis.

No exception is available, however, to the household's responsibility for any amount by which the rent exceeds the rent standard amount and/or any amount by which the HRA HOME TBRA rental assistance amount has been reduced because of a household member's ineligibility based on immigration status.

9.3 HRA HOME TBRA Rent Standard Amount

The HRA HOME TBRA rent standard amount is the maximum rent (including heat and hot water) that HRA will approve for a household's first year in an assisted unit. HRA sets the rent standard amount for each unit size between 95% and 110% of the HUD-determined FMR for the NYC metropolitan region. HRA will revise the rent standard amount as warranted. The current rent standard amount will be posted on HRA's website.

9.3.1 Increase in HRA HOME TBRA Rent Standard Amount

If the HRA HOME TBRA rent standard amount is increased during the term of the RAC, the increased rent standard amount will be used to calculate the monthly rental assistance payment for the household beginning on the effective date of the household's

next annual recertification on or after the effective date of the increase in the rent standard amount.

9.3.2 Decrease in Payment Standard

A decrease in the HRA HOME TBRA rent standard amount will not be applied to a household during the RAC term, and the household's rent standard amount will remain the same for purposes of calculating the HRA HOME TBRA rental assistance amount at the household's next annual recertification.

9.3.3 Change in Household Size

If the household size changes during the RAC term, HRA will not assign a new unit size and change the household's rent standard amount until the household's next annual recertification. The tenant will be required to provide documentation of a decrease in household size, such as a utility bill or lease verifying the former household member's new address. If other documentation is not available, HRA will use its discretion in assessing whether alternative documentation can be used to show that the former household member no longer resides in the subsidized unit.

9.3.4 Application of Rent Standard Amount

The rent standard amount for a household's assigned unit size that is in effect when the RAC is executed is used in calculating the household contribution.

10 GENERAL LEASING POLICIES AND RENTAL ASSISTANCE CONTRACT

10.1 Initial Steps in the Leasing Process

When a household finds a suitable unit in NYC and the owner is willing to lease the unit under HRA HOME TBRA, the following documents must be submitted to HRA, prior to the expiration of the coupon:

- A completed Landlord Package, including a completed HRA HOME TBRA Request for Unit Approval (RUA);
- A copy of the proposed lease, including the HUD-prescribed HRA HOME TBRA Lease Addendum;

Both the owner and coupon holder must sign the RUA, and the household may not submit more than one RUA at a time.

HRA will review the proposed lease and the RUA to determine whether they can be approved. The following factors are considered:

- Whether the unit meets HUD's Housing Quality Standards (HQS);
- Whether the rent is reasonable;
- Whether the proposed lease complies with HUD and HRA requirements; and

- Whether the owner is approvable and there are no conflicts of interest.

10.1.1 Initial Household Share of Rent

For the household's first year in the assisted unit, the rent may not exceed the household's rent standard amount. A proposed lease providing for rent in excess of the household's rent standard amount in the initial year will not be approved.

10.1.2 Disapproval of the Request for Unit Approval

If HRA determines that the RUA cannot be approved, the owner and the household will be notified in writing unless verbal notification will suffice based on the reason for the disapproval.

When the RUA is disapproved, HRA will provide the household with a new HRA HOME TBRA coupon with a revised expiration date, along with a new Landlord Package and RUA form, so that the household can resume its search for eligible housing.

10.1.3 Screening of Applicants for Household Behavior or Suitability

Placing a household on the waiting list or selecting a household for participation in HRA HOME TBRA is not a representation by HRA to prospective owners about the household's expected behavior or suitability for tenancy. Tenant screening and selection are the responsibility of the owner.

10.2 The Lease and Lease Addendum

10.2.1 Form of Lease

All proposed private leases submitted for HRA HOME TBRA must comply with state and local law, include the HUD-required HRA HOME TBRA Lease Addendum as an attachment, and be reviewed and approved by HRA staff. Owners that require assistance in drafting a legally permissible lease will be encouraged to purchase a standard lease agreement, such as the Blumberg lease form, that can be found at many stationery stores throughout the city and online at <http://www.blumberg.com>. Leases that conform to requirements for rent-regulated units will also be accepted by HRA as a standard form of lease.

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 (which must include heat and hot water) and which are to be supplied by the household.

The lease must NOT contain any of the following terms:

Agreement to be sued	Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
Treatment of property	Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law.
Excusing owner from responsibility	Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
Waiver of notice	Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
Waiver of legal proceedings	Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
Waiver of a jury trial	Agreement by the tenant to waive any right to a trial by jury.
Waiver of right to appeal court decision	Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
Tenant chargeable with cost of legal actions regardless of outcome	Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

10.2.2 Initial Lease Term

Initial lease terms in the HRA HOME TBRA program will be for a period of 12 months, unless HRA approves a shorter or longer term.

10.2.3 Lease Renewal

- Prior to termination of the lease and RAC, HRA will send the owner a HRA HOME TBRA Request for Lease Renewal form. A completed HRA HOME TBRA Request for Lease Renewal, along with a proposed renewal lease and HRA HOME TBRA Lease Addendum must be returned to HRA at least 60 days in advance of the lease expiration date to avoid a break in HRA HOME TBRA Rental Assistance payments. Owners who do not respond will receive a HRA HOME TBRA Nonreceipt of Request for Lease Renewal prior to the lease expiration date as a reminder.
- The assisted unit must also pass an annual HQS inspection (see 7.3.3). Both the owner and participant/tenant will receive HQS Notice of Mandatory Annual Inspection.

- If the owner is seeking a rent increase in the proposed renewal lease, HRA will confirm that the increased rent is legal and reasonable (see Chapter 8). If HRA approves the proposed lease, it will send the owner a HRA HOME TBRA Lease Renewal Approval with a renewal RAC. The owner must sign and return the RAC with a fully executed copy of the HRA-approved renewal lease and HRA HOME TBRA Lease Addendum. HRA will then send a fully executed copy of the renewal RAC to the owner, along with an updated Security Voucher if the rent has changed (see 10.2.7). HRA will send the participant/tenant a renewal Rent Breakdown. HRA HOME TBRA Rental Assistance Payments will then be issued pursuant to the renewal RAC.
- If HRA does not approve a proposed renewal lease, the owner will receive a HRA HOME TBRA Rejection of Request for Lease Renewal. If the basis for rejecting the Request for Lease Renewal is not corrected, or if the owner fails to submit a Request for Lease Renewal or refuses to offer the tenant a renewal lease, HRA will send the owner a Notice of Intent to Discontinue HRA HOME TBRA Rental Assistance Payments Due to Owner Noncompliance. The participant/tenant will receive a HRA HOME TBRA Notice of Required Move Due to Pending Lease Expiration, informing the household how to request a new HRA HOME TBRA Coupon in order to move and retain HRA HOME TBRA payments after the lease for the current assisted unit expires (see 13.1.1).

10.2.4 Termination or Refusal to Renew Lease

An owner may not terminate the lease or refuse to renew the lease of a household participating in HRA HOME TBRA, except for:

- Serious or repeated violation of the terms and conditions of the lease;
- Violation of applicable Federal, State, or local law; or
- Other good cause, not including an increase in the tenant's income or refusal of the tenant to purchase the housing.

The owner must provide the tenant and HRA with written notice specifying the grounds for the action at least 30 days before the termination of tenancy. See 24 CFR § 92.253(c).

10.2.5 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 HRA. HRA will approve any mutually agreed-upon alterations in a lease, as long as the lease still complies with HUD requirements.

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

- Changes in tenant/owner-supplied utilities;
- Changes governing the term of the lease; and
- Moving to a new unit even in the same building or complex. Prior approval from HRA and a new Landlord Package and HQS inspection are required.

10.2.6 Separate Agreements

The owner is prohibited from demanding, requesting, or receiving any amount above the rent and HRA-approved costs/fees (if any) specified in the RAC. Any appliance, service or other item that is routinely provided to unassisted tenants on the premise or is permanently installed in the unit may not be placed under a separate agreement and must be included in the approved lease. HRA approval of a reasonable and customary additional charge or fee may only be requested for optional amenities such as parking.

Violation of this provision will result in the owner being barred from further participation in any HRA rental assistance programs and may result in the owner being barred from other rental assistance programs administered by the City of New York (see 11.2). Before disqualifying the owner, HRA will provide notice and an opportunity to object in writing.

All separate agreements for special items or services must be attached to the proposed lease and approved by HRA, and approved additional costs and fees will be identified in the RUA. If agreements are executed at a later date, they must be approved by HRA and attached to the lease.

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 optional additional item, as long as those charges are reasonable and not a substitute for a higher rent, HRA will permit them.

10.2.7 Security Deposits

If the owner requires a security deposit to rent the unit, HRA will issue a security voucher to the owner guaranteeing that HRA will pay up to the equivalent of one month's rent if it is verified that the tenant vacated the assisted unit and failed to pay all rent due and/or caused damages to the unit.

If an HRA-approved renewal lease provides for a change in the rent for the assisted unit, HRA will issue a new security voucher to the owner up to the amount of the new monthly rent and send it to the owner with a fully executed RAC. If the rent under the renewal lease is unchanged, the original security voucher will continue in effect.

Security vouchers will be issued as a Public Assistance benefit pursuant to 18 NYCRR § 352.6 and HRA policy requiring issuance of security vouchers in lieu of security deposits. Prior to executing a lease, HRA HOME TBRA applicant households not already in receipt of Public Assistance must apply for Public Assistance.

10.3 Rental Assistance Contracts (RAC)

A RAC will be executed after the following events:

- Tenant is issued a coupon
- Tenant locates a unit prior to coupon expiration
- Rent reasonability test is conducted and rent is determined eligible
- Landlord package and proposed lease are approved and owner has been validated to receive payments
- Unit passed HQS Inspection
- Household income has been reverified, if more than six months have elapsed since HRA determined the household to be income-eligible (see 5.1).

The RAC and lease will be executed simultaneously at the lease and RAC signing scheduled by HRA, which the owner and tenant are required to attend. HRA will not schedule a lease and RAC signing for renewal leases (see 10.2.3).

HRA HOME TBRA rental assistance payments will be made to the owner, in accordance with the terms of the RAC, during the lease term while the household is residing in the assisted unit. The term of the RAC will terminate upon termination of the lease and may not exceed 24 months, but may be renewed, subject to the availability of funding (see 10.2.3).

10.3.1 Overpayments

In accordance with the terms of all RACs, if HRA determines that the owner is not entitled to any part of the HRA HOME TBRA rental assistance payment, HRA may exercise rights and remedies including deducting the amount of overpayment from any amounts due the owner (including amounts due under any other RAC), recovering payments, suspending future payments, or terminating the contract. HRA may seek additional relief by judicial order or action, including specific performance, other injunctive relief, or order for damages.

Examples of overpayments that may occur include:

- Payments made when a unit is under abatement because of HQS violations, or a RAC has been terminated for HQS violations;
- Payments made for a unit vacated with or without the knowledge of the owner. This policy does not apply to HRA HOME TBRA Rental Assistance payments for

- the month of the move-out (see 13.1.1). HRA may recoup any amount due for the period that a tenant did not reside in the HRA HOME TBRA-assisted unit;
- Payments mistakenly made twice in one month because of a record-keeping or other error; and
 - Change of ownership.

In all of these examples, the owner would owe HRA the portion of the HRA HOME TBRA rental assistance payment to which he/she is not entitled.

10.3.2 Termination of RAC and Payment

HRA HOME TBRA Rental assistance payments pursuant to a RAC terminate if:

- The lease is terminated by the owner, in accordance with the terms of the lease;
- The lease terminates and is not renewed;
- The RAC terminates;
- HRA terminates assistance for the household; or
- Funding for HRA HOME TBRA is no longer available.

If an owner has commenced the process to evict the tenant, and if the household continues to reside in the unit, HRA must continue to make payments to the owner in accordance with the RAC until the owner has obtained a judicial determination allowing the owner to evict the tenant. HRA will continue such payments until the household is evicted from the unit or moves out. Payments will be pro-rated to eviction date.

10.4 Household Move-out

If the household moves out of the unit, HRA may not make any payment to the owner for any month after the month when the household moves out. The owner may keep the payment for the month during which the household moves out.

10.4.1 Violation of Space Standards

If HRA determines that the unit no longer meets HQS because of an increase in household size or change in household composition, HRA may issue the household a new HRA HOME TBRA coupon to enable it to find an acceptable unit. If the household locates an acceptable unit available for rental by the household, HRA must terminate the original RAC, with notification to the household and owner. The RAC terminates at the end of the month that follows the month in which notification is given, and HRA HOME TBRA payments must terminate by the end of the month when the household moves from such unit.

11 OWNERS

11.1 Definition of Owner

An owner is defined as any person or entity legally authorized to lease the assisted unit. A principal or interested party in a partnership or cooperation 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 recorded deed or shareholder agreement and NYS Substitute Form W-9: Request for Taxpayer Identification Number & Certification-.

11.2 Disapproval of Owner

HRA will not approve an HRA HOME TBRA tenancy if HUD or another party has informed HRA that the owner is debarred, suspended, or subject to limited denial of participation, or if the owner has been disqualified by HRA. Except as provided in 10.2.6, an owner who demands, requests, or receives any amount above what is set forth in the lease will be barred from further participation in any HRA rental assistance programs and may be barred from other rental assistance programs administered by NYC. Before placing an owner on a disqualification list, HRA will provide notice to the owner and an opportunity for the owner to object in writing.

HRA must also not approve an HRA HOME TBRA 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 HRA HOME TBRA household member. HRA will waive this restriction as a reasonable accommodation for a household member who is a person with a disability.

HRA may use its discretion to deny an HRA HOME TBRA tenancy under the following circumstances:

- Violations of obligations under one or more HRA HOME TBRA RACs, *e.g.*, refusal to renew leases of HRA HOME TBRA participants in violation of 24 CFR § 92.253(c);
- 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, HRA or 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;
- Current or prior history of engaging in or threatening abusive or violent behavior toward HRA or HPD personnel; and
 - Failure to pay state or local real estate taxes, fines, or assessments.

Any owner who has entered into a legal agreement with HRA to pay outstanding obligations may be approved for participation in HRA HOME TBRA. This decision will be made by HRA on a case-by-case basis.

11.3 Change in Ownership

A prior owner must obtain HRA's written consent before a RAC may be assigned to a new owner. The new owner must agree in writing, in a form acceptable to HRA, to comply with all terms and conditions of the RAC. HRA may deny approval of assignment of the RAC to the new owner for any of the reasons listed in 11.2.

HRA 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, as well as Substitute Form W-9 and Electronic Funds Transfer (EFT) Form.

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

12 ANNUAL AND INTERIM RECERTIFICATIONS

12.1 Annual Recertification

Subject to the availability of funding, HRA will recertify a household for continued participation in HRA HOME TBRA if the household's adjusted income does not exceed 80% of the AMI, at least one household member is a citizen or qualifying noncitizen, and the household continues to reside in the assisted unit. A household's eligibility for recertification is conditioned on the household's timely cooperation with any requests by HRA for household information and documentation.

HRA conducts annual recertifications of eligibility, income, and household composition by mail and/or in person. Generally, at least 90 – 120 days in advance of the scheduled annual recertification date, HRA will send a recertification package to the head of household. The recertification package will also identify supplemental forms that some households may need to be complete, which will be available online or by calling HRA at the number provided. The participant may also call HRA for additional information or assistance or to request an in-person recertification appointment. The participant must complete the recertification package and any supplemental forms required and provide the requested verification. In general, verification documents should be dated no more than 60 days prior to the date the recertification package is returned. In cases where income and asset information is reported quarterly or semi-annually by a third party, the most recent statement will be acceptable (see Chapter 5).

The entire package, including all required third-party verifications, must be returned to HRA on or before the return date printed on the package. If HRA has not received the completed package including all necessary forms and documentation by the due date, HRA will send the tenant a HRA HOME TBRA Recertification Request for Additional Information. Participants will be given 15 calendar days from the date of the request to complete recertification.

If the participant notifies HRA that he or she is having difficulty obtaining necessary documentation from third parties, HRA will assist the participant by attempting to verify information through various means.

HRA will analyze and verify all information included in the recertification package and send the participant a Recertification Information form with updated household information based on its review. HRA will recalculate the household share of the rent, based upon an HRA-approved renewal lease, and will notify both the tenant and the owner of the new rent amount to be paid by the tenant and new HRA HOME TBRA rental assistance amount to be made to the owner and effective dates thereof in the HRA HOME TBRA Renewal Rent Breakdown and renewal RAC (see 10.2.3, 10.3).

If the household fails to complete the Recertification Package, HRA will issue a Notice of Intent to Terminate Participation in HRA HOME TBRA, which provides information concerning appeal procedures to contest the decision.

12.2 Interim Recertification

Participants are required to report all changes in their household composition within 30 days of the change. Participants may elect to report changes in household income at any time prior to annual recertification. When a participant reports a change to HRA, the date of the notification will be noted and the participant will be advised on how to verify the change.

An interim recertification will be conducted for all changes in household composition or decreases in household income reported prior to the annual recertification. HRA may elect to conduct an interim certification when informed of an increase in household income RA.

HRA will not reduce the household's share of rent when the household reports a loss of, or reduction in, public assistance benefits due to fraud or failure to participate in a self-sufficiency or work activity.

If the household reports a decrease in household income, HRA will recalculate the household share and the HRA HOME TBRA rental assistance amount as part of the interim recertification. If the household reports an increase in household income, HRA may recalculate the household share and the HRA HOME TBRA rental assistance amount at the interim recertification but is not required to do so until the next annual recertification.

12.3 Recalculating Household Share and HRA HOME TBRA Rental Assistance Amount

HRA will notify the household and the owner of any changes in the tenant share of the rent and the HRA HOME TBRA rental assistance amount, as follows:

12.4 Increases in Tenant Share of Rent

Increases in the household's share of the rent will become effective the first day of the month following a full 30-day notice, provided that changes were reported by the next annual recertification following the increase in household income. If there has been misrepresentation of income by the tenant, or if the tenant caused a delay in the recertification process, HRA may make the rent change effective on the first day of the month following completion of the recertification (no 30-day notice provided), or retroactive to the date it would have been effective had it been reported in a timely manner.

12.5 Decreases in Tenant Share of Rent

Decreases in the tenant share of rent will become effective on the anniversary date of the annual recertification or the first day of the month following the date any interim change was reported, provided said change was reported in a timely manner. If the household causes a delay so that the recertification is not complete by the anniversary date, the rent change will be effective the first day of the following month after the recertification.

To ensure consistency in compliance, HRA reserves the right to determine what warrants a "timely manner." Generally, a "timely manner" is considered 30 calendar days.

12.6 Changes in Household Composition Prior to Recertification

Participants must report any changes in household composition to HRA within 30 days of such changes occurring. When informed of such changes prior to the household's annual recertification, HRA will conduct an interim recertification to determine the household's continued eligibility and whether the change in household composition results in an HQS failure.

In general, household members are added as a result of marriage, domestic partnership, birth, or reunification with minor children. If a unit does not meet HQS standards due to an increase in household size, the household is responsible for remedying the failure, including requesting prior approval to move to a new unit. HRA may grant the household approval to move and issue a new coupon with an increased unit size, if HRA HOME TBRA funding is available. If the change in household size does not result in an HQS violation, a new unit size will not be assigned until the household's next annual recertification.

If HRA denies a household's request for prior approval to move because an HQS violation resulted from an addition (other than by marriage, domestic partnership, birth, or reunification with minor children) that was not approved by HRA, HRA will issue an HRA HOME TBRA Notice of Denial of Request for Prior Approval to Move (see 13.1). The household will be terminated if it fails to correct the HQS violation (see 14.2). Households must report an absence of the household from the assisted unit, as well as

the absence of any individual household member, that is expected to last more than 90 days and, where practicable, receive prior approval for the absence.

A guest may not reside in an assisted unit for more than 90 days during a year unless such guest is added to the household as a member. To add such guest as a member of the household, the participant must notify HRA of the change in household composition and HRA will conduct an interim recertification. If the household does not seek to add a guest as a member of the household, HRA may ask the household to provide verification that the guest is not residing permanently in the assisted unit.

HRA maintains the right to terminate assistance to a household for failure to timely report a change in household composition.

12.7 Participant Household Separations

If an assisted household participating in HRA HOME TBRA separates into two or more otherwise eligible households, HRA will decide on a case-by-case basis which of the household units will continue to receive such assistance. HRA has broad discretion in determining which resulting household unit will continue to participate in HRA HOME TBRA, but under no circumstances will more than one of the resulting household units continue to participate. Consideration will be given to factors including, but not limited to:

- Which household member was designated as head of household on the HRA HOME TBRA application;
- Which household unit retains any children, members with disabilities, or members of 62 years of age;
- The role of domestic violence in the household separation
- The role of criminal activity or incarceration in the household separation; and
- Recommendations of social service agencies, including state and local children's services agencies, or qualified professionals.

Either household may retain the coupon if there is mutual consent or a court-stipulated determination as to which household retains assistance.

13 MOVING WITH CONTINUED HRA HOME TBRA ASSISTANCE AND PORTABILITY

13.1 Moves

A household participating in HRA HOME TBRA may not move to a new unit and maintain eligibility for HRA HOME TBRA except with the prior approval of HRA. HRA may grant such approval and issue a new coupon to the household on the following grounds:

- The household is overcrowded in the assisted unit (see 7.1.1);
- HRA abates HRA HOME TBRA rental assistance payments to the assisted unit or terminates the RAC because the owner fails to maintain the assisted unit in accordance with HQS and fails to remedy any HQS failure for which the owner is responsible within the period specified by HRA (see 7.4.1);

- The lease for the assisted unit has terminated by mutual agreement of the household and the owner, and the owner signs a release of the lease and RAC;
- The owner has obtained a court judgment or other process allowing the owner to evict the household;
- The owner fails or refuses to offer the household a renewal lease or HRA rejects the HRA HOME TBRA Request for Lease Renewal, and HRA sends the household a HRA HOME TBRA Notice of Required Move Due to Pending Lease Expiration.
- The need for the move is a direct result of a documented health and safety concern or other good cause, as determined by HRA on a case-by-case basis.

In accordance with VAWA (see 2.4.5) and the Emergency Transfer Plan, victims of domestic violence, dating violence, sexual assault, or stalking may make an emergency request for prior approval to move within NYC and maintain HRA HOME TBRA eligibility and to obtain assistance in locating another available, safe dwelling unit.

If HRA does not grant a participant's request for prior approval to move, it will issue a HRA HOME TBRA Notice of Denial of Request for Prior Approval to Move, which provides information concerning appeal procedures to contest the denial.

13.1.1 Move Procedures

Households that are eligible to move will be issued a move package that contains an HRA HOME TBRA Applicant Briefing Book, an HRA HOME TBRA Coupon with a reassigned unit size, a RUA, and an HRA HOME TBRA Landlord Package. The household may then conduct a search for new housing. While searching for a new unit, the household may remain in the current assisted unit for so long as the owner permits.

When the household moves out of an assisted unit, HRA HOME TBRA rental assistance payments for that unit cease as of the month after the month that the household moves out of that unit. The owner may keep the HRA HOME TBRA rental assistance payment issued for the month during which the household moves out of the assisted unit.

Once HRA has approved the lease for the new unit, HRA will recalculate the HRA HOME TBRA rental assistance amount and the household's monthly share of the rent. Assistance will begin on the new unit on the effective date of the lease and RAC. The household will be recertified upon an approved move to a new unit, and the annual recertification cycle will coincide with the new lease term.

If an approved move is delayed or cancelled, the household must notify HRA immediately so that current and future owner accounts can be properly credited. Per federal regulations, it is a violation of household obligations to legally occupy two units and HRA will consider this act as grounds for termination from HRA HOME TBRA.

13.2 Portability

Portability is a term used to describe a household's ability to rent a dwelling unit outside HRA's jurisdiction and continue to receive assistance. An HRA HOME TBRA participant **is not** permitted to move with assistance outside of NYC.

14 DENIAL OR TERMINATION OF ASSISTANCE

HRA may deny or terminate HRA HOME TBRA for a household because of the household's action or failure to act, failure to meet eligibility requirements, or insufficiency of HRA HOME TBRA funding. HRA will provide households with a written description of the household's obligations under HRA HOME TBRA, the grounds for denying or terminating HRA HOME TBRA, and HRA's procedures for informal agency review conferences, administrative hearings, and additional appeals.

14.1 Forms of Denial/Termination of HRA HOME TBRA

Denial of HRA HOME TBRA for an applicant may include any or all of the following:

- Denying an application for failure to provide requested documentation and supplemental information within the time allowed;
- Denying an application because the household misrepresented household income or composition or failed to supply true and complete information;
- Denying an application based on HRA's determination that the applicant household fails to meet HRA HOME TBRA eligibility requirements;
- Determining that a household member is ineligible for HRA HOME TBRA on the grounds of immigration status;
- Removing a household from the waitlist because it no longer satisfies eligibility requirements or fails to timely or adequately respond to a request for additional documentation;
- Denying an application because the household voluntarily withdrew its HRA HOME TBRA application by signing and submitting to HRA a statement of application withdrawal;
- Denying an application because a household not currently in receipt of Public Assistance fails to apply for any assistance available under 18 NYCRR Part 352 that HRA has determined the household may be eligible for;
- Denying an application because the head of household failed to attend a briefing session and sign an HRA HOME TBRA Coupon;
- Expiration or rescission of an HRA HOME TBRA Coupon.

Termination of HRA HOME TBRA for a participant may include:

- Terminating HRA HOME TBRA rental assistance payments under a current RAC;
- Determining after an annual or interim recertification that a participant household no longer meets HRA HOME TBRA eligibility requirements.

14.2 Grounds for Denial/Termination of HRA HOME TBRA

HRA may deny HRA HOME TBRA to an applicant or terminate HRA HOME TBRA for a participant under any of the following circumstances:

- The household fails to meet all HRA HOME TBRA eligibility requirements (see 4.1);

- Any member of the household fails to disclose and verify Social Security numbers and execute consent forms for obtaining information in accordance with 24 CFR Part 5;
- An applicant household on the waitlist fails to timely or adequately respond to a request from HRA to provide additional documentation regarding the household's income and composition and to establish that the household continues to meet HRA HOME TBRA eligibility requirements;
- A household not currently in receipt of Public Assistance refuses to apply for any assistance available under NY Social Services regulations that HRA has determined the household may be eligible for;
- Any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with this or any federal housing program;
- Sufficient HRA HOME TBRA funding is unavailable;
- The household income exceeds 80% AMI at annual recertification;
- No current member of the household is a citizen or qualifying noncitizen;
- The HRA HOME TBRA rental assistance amount has been zero for six months;
- The sole member of the household participating in HRA HOME TBRA dies;
- HRA determines that a household member knowingly permitted another individual who is not eligible for HRA HOME TBRA due to immigration status to reside on a permanent basis in the assisted unit, and the ineligible individual was not considered in calculating the prorated HRA HOME TBRA rental assistance amount. Such households will also be barred from submitting a new HRA HOME TBRA application for not less than 24 months;
- The household fails to grant access to its assisted unit for an HQS inspection;
- The household violated tenant responsibilities under the lease;
- The household is absent from the assisted unit for more than a total of 180 days in a 12-month period in any circumstance and for any reason;
- The household is absent from the assisted unit for 90 consecutive days, unless the household establishes that: (1) the absence was due to exceptional circumstances beyond the household's control, such as hospitalization, (2) the household intends to return to the assisted unit within 180 days of departure, and (3) the household is not maintaining an alternative residence;
- Any member of the household engages 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;
- The household has engaged in or threatened abusive or violent behavior toward HRA or 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 household has misrepresented income, household composition, or any other reported information on or accompanying the HRA HOME TBRA application, recertification, or other official communication with HRA;
- The household has failed to timely report a change in household composition or absence from the assisted unit;
- The household has violated one of the household obligations listed in the HRA HOME TBRA Coupon, HRA HOME TBRA Applicant Briefing Book, or HRA HOME TBRA Administrative Plan;

- The household has failed to provide information and documentation requested by HRA;
- The household has failed to: attend a scheduled briefing with HRA and sign the HRA HOME TBRA coupon, attend a scheduled lease signing, or attend a mandatory conference scheduled by HRA;
- A household 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 HRA, including an HRA or HPD employee or contractor or agent;
- The household has vacated the assisted unit without notifying HRA;
- The household is responsible for remedying an HQS failure and fails to make required repairs or take other corrective action within the period specified by HRA;
- The household fails to complete an approved move after the owner of the assisted unit fails to renew a lease.

14.3 Notice of Intent to Terminate Participation in HRA HOME TBRA

If HRA decides to terminate the household's participation in HRA HOME TBRA for grounds other than a lack of available funding, HRA must give the household a written notice of intent to terminate, with reasons, as well as notify the household of its right to an informal agency review conference and/or HRA administrative hearing.

Terminations will allow a minimum of 30 days' notice, with the following exception:

- Death of sole household member. The termination will be effective the end of the month of the date of death, as confirmed by the Social Security Administration or death certificate. HRA will not make HRA HOME TBRA rental assistance payments beyond this date.
- Insufficient funding. The termination will be effective as of the date that funding is no longer available. A notice of termination will be sent to the affected household.

14.4 HRA Discretion

In deciding whether to deny admission or terminate participation in HRA HOME TBRA because of an action or failure to act by household members, HRA has discretion to consider all of the circumstances in each case including the seriousness of the circumstances. Such acts include, but are not limited to:

- Failure to occupy a unit as a primary residence after execution of a Rental Assistance Contract
- Failure to attend a conference
- Failure to utilize the coupon within the time allowed.

HRA will use its discretion in reviewing the extent of participation or culpability of individual household members and the length of time since the violation occurred. HRA may also review the household's more recent history and record of compliance and the

effects that denial of program admission or termination of assistance may have on other household members who were not involved in the action or failure to act.

HRA may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in, or were culpable for the action or failure to act, will not reside in the unit. HRA may then permit the other household members to continue in the program.

14.5 Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

- If the owner terminates tenancy through court action for serious or repeated violation of the lease;
- If the owner notifies the household of termination of tenancy for a serious or repeated lease violation and the household moves from the unit prior to completion of court action; and HRA determines based on available evidence that the cause of the move is a serious or repeated violation of the lease;
- If the household fails to provide access to the unit for the owner or management agent, or fails to make necessary repairs for which the tenant is responsible, so that HQS deficiencies can be cured as required by HPD;
- If there are police reports, neighborhood complaints or other third-party information that has been verified by HPD; and
- If the household fails to pay its share of the rent on time and pay utilities for which the household is responsible according to the lease. Non-payment of rent is considered a serious violation of the lease. A court order of eviction for non-payment is not required for HRA to terminate assistance. If an owner provides sufficient documentation of non-payment of rent, HRA will consider termination of assistance for the participant.

14.6 Termination of Tenancy by Owner

The owner may only evict the tenant by court action. During the term of the lease (the initial term or any extension thereafter), the owner may only terminate the tenancy because of:

- Serious or repeated violation of the lease;
- Disturbance of neighbors;
- Destruction of property;
- Living or housekeeping habits that cause damage to the unit or premises;
- Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises; or
- Other good cause.

An owner may not refuse to renew the lease of a household participating in HRA HOME TBRA except for serious or repeated violation of the terms and conditions of the lease, violation of applicable law, or other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of tenancy. Local Law 10 of 2008

prohibits landlords from discriminating against tenants based on “lawful sources” of income. Lawful sources of income include social security and any federal, state or local public assistance or housing assistance, including HRA HOME TBRA.

14.7 Procedures for Noncitizens

Applicant or participant households in which no members are either U.S. citizens or eligible immigrants are not eligible for assistance and must have their assistance terminated. HRA will verify all household members who declare eligible immigration status, using a federal database. Assistance may not be terminated while verification of a participant household member’s eligible immigration status is pending.

If the household or any household member claimed eligible immigrant status and the U.S Citizenship and Immigration Services (USCIS) primary and secondary verifications failed to document the status, the household may make an appeal to the USCIS and request an HRA administrative hearing either after the USCIS appeal or in lieu of the USCIS appeal. After HRA has made a determination of ineligibility, the household will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

14.8 Zero Subsidy Tenants (No Rent Hardship)

HRA HOME TBRA assistance will end if HRA has not made HRA HOME TBRA rental assistance payments on behalf of a participating household for 180 days or more because the household’s portion of the rent equals the contract rent.

14.9 Missed Appointments and Deadlines

It is a household’s obligation to supply information, documentation and certification as needed for HRA to fulfill its responsibilities. HRA schedules appointments and sets deadlines in order to obtain the required information. An applicant or participant who fails to keep an appointment or to supply information required by a deadline without notifying the agency may be sent a notice of denial or termination of assistance for failure to provide required information.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for admission;
- Verification procedures;
- Coupon issuance and briefings;
- Lease signings;
- HQS inspections;
- Recertifications; and
- Conferences and Appeals.

Acceptable reasons for missing appointments or failing to provide information by deadlines are: medical emergency, household emergency, and any other reason that HRA deems appropriate. These reasons are only acceptable if HRA is notified in a timely manner.

15 AGENCY REVIEW CONFERENCES AND ADMINISTRATIVE APPEALS PROCESS

All applicants who have been denied assistance and participants who face termination of assistance for grounds other than a lack of available funding may seek review of HRA's decision by requesting an informal agency review conference and/or an HRA administrative hearing. A program applicant or participant may also seek review of a decision by HRA affecting eligibility or the amount of assistance, removal from a waitlist, and denial of a request to move. Determination of, or change to, the HRA HOME TBRA rent standard amount is not reviewable. HRA will notify applicants and participants in writing of HRA's decision and their right to a review of that decision. An agency review conference must be requested within 14 days of the date of the HRA notification letter. An administrative hearing must be requested in writing within 21 days of the date of the HRA notification letter, or seven days after an agency review conference concerning the decision, whichever is later.

HRA will take affirmative steps to communicate with people who need services or information in a language other than English (see 2.3).

15.1 Authorized Representatives

Applicants and participants have a right to be represented by legal counsel or other representative at their own expense. Written authorization is required where practicable for a representative other than an attorney to appear at an agency review conference or administrative hearing or to review a case record. An employee of an attorney may present written authorization from the attorney, or the attorney may advise HRA by telephone of such employee's authorization. Once HRA has been informed that a person or organization is an authorized representative, such representative will receive copies of all correspondence from HRA regarding the conference or hearing.

15.2 Aid Continuing

If a participant requests an administrative hearing regarding a determination by HRA to reduce, restrict, suspend, or discontinue HRA HOME TBRA rental assistance payments within 10 days of the date of the HRA notification letter or by the effective date of a Notice of Intent to Terminate Participation in HRA HOME TBRA, and the appeal is based on a claim of incorrect computation or an incorrect factual determination, benefits will continue unchanged until the hearing decision is issued or until the end of the term of the current rental assistance contract, unless: the action is due to insufficient funding, the sole issue on appeal is one of law or policy, the participant waives his or her right to continuing assistance in writing, or the participant fails without good cause to appear at the hearing.

A decision issued by a hearing officer after an administrative hearing may be reviewed by a designee of HRA's Commissioner if a written request for an additional appeal is received by HRA no later than 15 business days after HRA sends the decision. Rental assistance payments will continue uninterrupted until a written decision is issued by the Commissioner's designee, so long as the RAC remains in effect.

15.3 Administrative Hearings

15.3.1 Notice

HRA shall provide the applicant/participant with notice of the date, time, and location of the administrative hearing no fewer than seven calendar days prior to the scheduled date of the hearing, unless the issue underlying the request has been resolved and the applicant/participant has withdrawn the hearing request.

15.3.2 Examination of Case Record

An applicant, participant, or authorized representative has the right to examine his or her HRA HOME TBRA case file and all documents and records that HRA intends to introduce at an administrative hearing. Upon request by telephone or in writing, HRA will provide copies of such documents and any additional documents in HRA's possession that the applicant, participant, or authorized representative identifies and requests for purposes of preparing for an administrative hearing. HRA will provide such documents free of charge reasonably in advance of the administrative hearing. If the request is made less than five business days before the administrative hearing, HRA will provide copies no later than at the time of the administrative hearing.

15.3.3 Adjournment

An administrative hearing may be adjourned for good cause by the administrative hearing officer on his or her own motion or at the request of the applicant or participant or by HRA.

15.3.4 Conduct of Administrative Hearing

The administrative hearing shall be conducted by an impartial hearing officer appointed by HRA with the power to administer oaths and issue subpoenas, who shall have no prior personal knowledge of the facts concerning the challenged determination or action. The administrative hearing shall be informal, all relevant and material evidence shall be admissible, and the legal rules of evidence will not apply. The administrative hearing will be confined to the factual and legal issues raised regarding the specific determination(s) for the administrative hearing was requested.

The applicant/participant has a right to testify, produce witnesses to testify, offer documentary evidence, offer evidence in opposition to evidence presented by HRA, request that the hearing office issue subpoenas, and examine any documents offered by HRA.

An audio recording, audio visual recording, or written transcript of the administrative hearing shall be made. The recording or written transcript, all papers and requests filed in connection with the hearing, and the hearing decision shall collectively constitute the complete and exclusive administrative hearing record.

15.3.5 Administrative Hearing Decision

The hearing officer shall render an administrative hearing decision based exclusively on the hearing record. The decision must be in writing and include the following:

- Administrative hearing issues to be determined
- Relevant facts
- Applicable law, regulations, and approved policy (if any)
- Findings of fact
- Reasons for determinations
- Directives to HRA for specific action, when appropriate.

A copy of the decision, accompanied by written notice to the applicant/participant of the right to further appeal, will be sent to each of the parties and any authorized representatives.

15.3.6 Abandonment of Administrative Hearing Request

HRA will consider an administrative hearing request abandoned if the applicant/participant or authorized representative fails to appear at the administrative hearing, unless the applicant/participant or authorized representative:

- Contacted HRA prior to the administrative hearing to request that it be rescheduled, or
- Contacts HRA within 15 calendar days of the scheduled administrative hearing date and provides good cause for the failure to appear.

If the requirements above are met, HRA will restore the case to the administrative hearing calendar.

15.3.7 Effect of Administrative Hearing Decision

HRA is not bound by administrative hearing decisions that:

- Concern matters in which HRA is not required to provide an opportunity for an hearing under Title 68, Ch. 9 of the Rules of the City of New York;
- Contradict HUD regulations or requirements;
- Contradict federal, state or local laws; or
- Exceed the authority of the hearing officer.

If HRA determines that it is not bound by an administrative hearing decision, it will promptly notify the household of the determination and the reasons for the determination.

15.3.8 Substitute Hearing Officer

When a Hearing Officer is unable to render a written decision after presiding over an administrative hearing because of death, disability, or extended leave, or is unable to

carry out his or her duties or because that Hearing Officer leaves HRA's employ, HRA will assign a substitute Hearing Officer to review the record. The record shall include all testimony and evidence submitted at the informal review and either the audio recording or a written transcript of the informal review, when available. The assigned Substitute Hearing 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 HUD regulations and provide an explanation for the decision to HRA and the applicant/participant in writing.

15.3.9 Additional Appeal

A decision issued by a hearing officer after an administrative hearing may be reviewed by a designee of HRA's Commissioner if HRA receives a written request for an additional appeal no later than 15 business days after HRA sends the administrative hearing decision to the applicant/participant.

The record before the Commissioner's designee shall consist of the administrative hearing record, the hearing officer's decision, and any affidavits, documentary evidence, or written arguments that the applicant/participant wishes to submit.

The Commissioner's designee will render a written decision based on the administrative hearing record and any additional documents submitted by the applicant/participant and HRA. A copy of the decision, accompanied by written notice to the applicant/participant of the right to judicial review, will be sent to each of the parties and any authorized representatives. Upon issuance, the decision of the Commissioner's designee is final and binding upon HRA and must be complied with by HRA.

16 PROGRAM INTEGRITY

16.1 Preventing, Detecting, and Investigating Errors, Program Abuse, and Fraud

If HRA makes a determination that a household, owner, or HRA employee has abused the HRA HOME TBRA program, HRA will take action to correct the situation. HRA may at any time deny HRA HOME TBRA assistance to an applicant or terminate program assistance for a participant if a preponderance of the evidence shows that any household member has willfully and intentionally committed fraud, bribery, or any other corrupt or criminal act in connection with a federal housing program. HRA'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, HRA must recognize the differences between unintentional and intentional misreporting. HRA 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 household 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 household and/or owner and/or HRA employee may be required to attend a conference to review the issue. HRA may forward the case to the NYC Department of Investigation (DOI) or another entity for further investigation at any time. Referrals based on fraud do not prohibit HRA from making a decision to deny assistance to an applicant or terminate program assistance for a participant or owner.

16.2 Corrective Measures and Penalties

If an error has been made in determining household income, household share of the rent, household composition, or household size, HRA will promptly correct the error after notice to the household and the owner. For corrections in the HRA HOME TBRA rental assistance amount, HRA will issue a revised Rent Breakdown notice. For changes in household size, the correction may require the household to move to a new unit if there is an HQS violation due to overcrowding. The specific corrective action that HRA takes depends upon the fault of the party in causing the error, as more fully described below.

16.2.1 Household Share Too High

Error or omission - fault of HRA: HRA will refund the total amount due to the household. If the household owed the owner rent, HRA may choose to pay the amount due or a portion thereof directly to the owner on behalf of the household.

Error or omission - fault of the household: If the error is the fault of the household, HRA will not reimburse the household, but will process the change effective the first of the month following notification or discovery of the error or omission.

16.2.2 Household Share Too Low

Error or omission - fault of HRA:

If the household share of rent is incorrectly set too low, HRA will give the household and owner notice of the change in household share and HRA HOME TBRA rental assistance amount, to be effective immediately.

Error or omission - fault of the household:

If the household share of rent is set too low due to error or omission of the household, HRA may exercise its discretion to terminate assistance for that household. If HRA elects not to terminate HRA HOME TBRA assistance, HRA will notify both the owner and tenant of the corrected tenant share and HRA HOME TBRA rental assistance amount, to be effective immediately.

16.3 Household Size

HRA error - household assigned a larger unit size than it is entitled to: HRA will grant prior approval to move to a new unit and issue the household a coupon for the correct unit size. If in HRA's judgment the household has failed to relocate within a reasonable time, HRA may adjust the household's HRA HOME TBRA rent standard amount at the annual recertification. HRA will give proper notice to both the household and the owner of any resulting change in the HRA HOME TBRA rental assistance amount.

16.3.1 Misrepresentation by the household

Unit size assigned is larger than the unit size the household is entitled to: HRA may terminate assistance or, at its discretion, immediately correct the household's rent standard amount to reflect the correct unit size and provide the owner and the household with notification of the new HRA HOME TBRA rental assistance amount. In addition, if the household requests prior approval to move to a smaller unit, HRA may in its discretion grant the request and issue a new coupon with the correct unit size.

Unit size assigned is smaller than the unit size the household is entitled to: If the household is overcrowded under HQS in the current unit, HRA will immediately notify the household and the owner of the error, approve the household to move to a new unit, and issue the household a coupon for the correct unit size. If the household does not relocate within a reasonable period of time, HRA may terminate assistance.

17 PROGRAM ADMINISTRATION

17.1 HRA HOME TBRA Notices

HRA HOME TBRA deems all notices that are mailed through the U.S. Postal Service to have been received five calendar days after mailing, unless the Postal Service returns the notice as undeliverable. HRA may also send some notices by certified mail.