

(5) If the Voucher Holder has a change in family composition that effects the size of the Voucher. The BHA may extend the term of the voucher at its discretion.

Edits to the Plan:

9.2.3 Length of Validity (Initial Inspection)

If an Apartment passes initial inspection, the results are valid for a maximum of ~~ninety-one hundred twenty (90-120)~~ calendar days. The start date of the Assisted Lease must fall within this period. If the Lease term will start later than ~~ninety one hundred twenty (90-120)~~ days after the Unit passed inspection, the Unit must be re-inspected and must pass inspection prior to the start of the HAP Contract.

9.3 Routine Inspections- The BHA will inspect occupied units at least ~~biennially~~annually (every other year)

9.3.1 Scheduling Inspections (Routine)

NOTE: "Routine" has replaced "Annual" throughout chapter 9 and in 16.3.2

9.6 Lead Paint Policy

As used in this document, the term "~~EIBL~~" "EBLL" shall mean Elevated ~~Intervention~~ Blood Lead Level, defined as a condition in which the amount of lead detected in a child's system is at or exceeds ~~20~~ 5 micrograms per deciliter of whole blood.

NOTE: EBLL has replaced EIBL throughout this document

11.9.1 Income Ineligible

If thirty percent (30%) of the Family's Monthly Adjusted Income equals or exceeds the lower of the Gross Rent or the Payment Standard, the BHA will suspend ~~subsidy~~the end of participation for six (6) months ~~from the effective date of the certification~~. The BHA will inform the Family in writing of the ~~suspension~~anticipated end of participation and its right to appeal the ~~suspension~~anticipated end of participation through an informal hearing. \

11.9.2 Resumption of the Subsidy

If within six (6) months after notifying the Family of the ~~suspension~~anticipated end of participation:

11.9.3 Termination of subsidy

If the Family's income share does not fall below the lower of the Gross Rent or the applicable Payment Standard in six (6) months from the effective date of the certification, the BHA will terminate the Family's assistance.

13.3.4 Debt to Housing Authority

b The Participant as a previous or current Participant in the Section 8 program has not reimbursed the BHA or another Public Housing Authority for amounts paid to an Owner under a Contract for rent or other amounts owed by the Family under the Lease. If the participant is a former BHA public housing resident at a site that was converted to the Section 8 Program:

- (1) BHA will send a letter of rent balances 90 days in advance of the conversion, requesting that families pay any outstanding debt as soon as possible.
- (2) Balances will be reviewed again 60 days after post-conversion, once all accounts have been reconciled.
- (3) The Leased Housing Department will negotiate and execute repayment agreements with families using a similar process that is in place for HCV fraud collections set out in Section 13.3.5 below.
- (4) The agreements will be monitored and maintained by the Leased Housing Department.

14.3.7 FSS Contract Compliance

A FSS Participant is required to meet with the FSS Coordinator at least once ~~twice~~ a year to determine if the Family is complying with their plan.

CHAPTER 15: HOMEOWNERSHIP OPTION - Previously Chapter 16 is now chapter 15. No other changes have been made to this section

Chapter 16: PROJECT-BASED VOUCHER (PBV) PROGRAM - Previously Chapter 15 is now Chapter 16. No other changes have been made to this section.

Addition to the Plan:

CHAPTER 17: RENTAL ASSISTANCE DEMONSTRATION (RAD)

HUD's Rental Assistance Demonstration (RAD) is a voluntary conversion program whereby permits Public Housing Agencies ~~can to~~ convert public housing stock to a different platform (PBV or PBRA) in order to access more stable funding for improvements and preservation.

The PBV rules and regulations as set out in Chapter 16 apply to RAD units, except as stated within this chapter.

17.1 Site Selection

RAD units will follow the Site Selection standards as set out in Chapter 16. 2.1 above, and in accordance with exceptions allowable under HOTMA.

17.2 Eligibility

17.2.1 Eligibility at Conversion- All current residents are eligible at the time of conversion. No rescreening or re-certification will be performed at the time of conversion.

17.2.2 Under-housed –

In order for a unit to be included in the RAD HAP contract, the existing family must not be under-housed according BHA subsidy standards.

17.2.3 Eligibility at Turn-Over

Vacancies will be filled in accordance with eligibility requirements as set forth in Chapters 5 and 16 of this Administrative Plan.

17.3 HQS (Housing Quality Standards)

17.3.1 Units are all eligible at the time of conversion with the exception of units that have health and safety violations, or units in which the family is under-housed.

(a) Individual Inspection approvals for each unit are not required at the time of RAD HAP execution. Individual Inspection approvals will be conducted in accordance with the RCC (RAD Conversion Commitment)

17.4 Initial Contract Rent and Rent Increases

Initial contract rent to owner is set by HUD, and based upon the amount of subsidy the project was receiving under the Public Housing Program.

17.4.1 Rent increases. The contract rent is adjustable annually at the anniversary of the RAD HAP contract upon request of the owner. The adjustment will be made using the Operating Cost Adjustment Factor (OCAF) published by HUD, and will be the lower of rent reasonableness or OCAF. The rent to owner will never be reduced below the initial contract rent.

17.5 Right to Return

Residents who are relocated during rehabilitation/construction shall have a right of return.

17.6 Payments to the Owner during Rehabilitation/Construction

17.6.1 RRAP (RAD Rental Assistance Payments) Owners are eligible for RRAP payments for units undergoing rehabilitation/construction during the term of the RCC for all units under the RAD HAP contract.

17.7 Tenant Share

17.7.1 Initial Tenant Share will be Participant's TTP or Flat rent at the time of conversion.

(a) If the Participant's rent increases by ~~more than~~ the greater of 10% or \$25.00 solely as a result of the conversion, the increase in the tenant share will be phased in over a three (3) year period.

(b) If during the term of the phase in the TTP becomes less than or equal to the initial conversion TTP, ~~then~~ the phase in will cease.

(c) Student Rule

(d) Earned Income Disregard (EID). See eligibility criteria in Sections 5.5.3(j) & 5.5.3(l). Participants who at the time of conversion are employed and are receiving EID shall

continue to receive the EID after conversion until maximum twenty-four (24) month time frame elapses.

(i) A Participant only receives one EID during their stay in assisted housing.

(e) When TTP exceeds the gross rent, the requirement to remove the unit from the contract after six (6) months of nonpayment has been waived by HUD. The converting family may remain in the unit and when and if the converting family's TTP falls below the gross rent the converting family may come back on the program, however at that time the normal PBV rules apply.

17.8 Choice Mobility

17.8.1 Voucher Inventory Turnover Cap- If the BHA as a result of RAD, has a total number of PBV units (including RAD PBV units) under HAP contract which exceeds twenty (20%) of the BHA's authorized units under its HCV ACC with HUD, the BHA may limit the issuance of vouchers to three quarter of its turnover vouchers in any single year to residents of the covered projects.

Chapter 17:Revising the Payment Standard; Affordability Adjustments is now **Chapter 18**
No other changes have been made to this section.

Chapter 18: Glossary is now **Chapter 19** No other changes have been made to this section.

