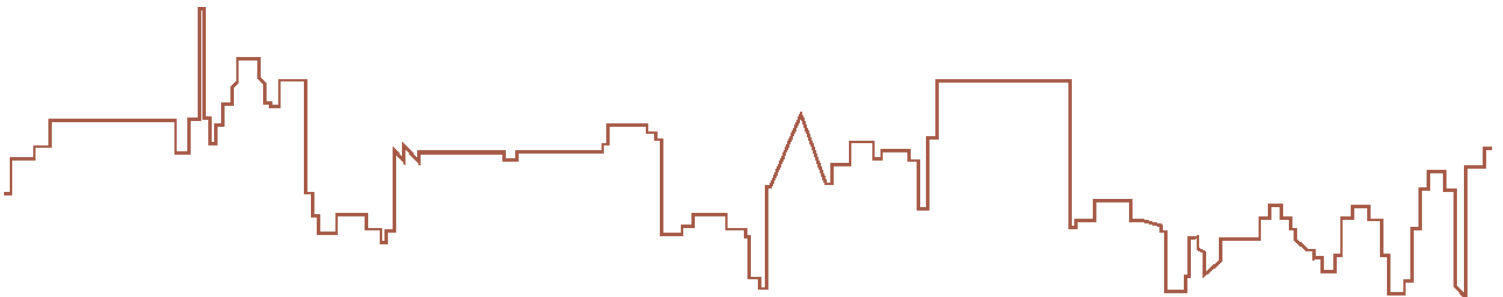


The New York City Department of Housing Preservation and Development

Section 8 Housing Choice Voucher Program

Briefing Book

Winter 2023



Welcome!

This booklet is designed to provide you with information on how the Housing Choice Voucher (HCV) Program works and your rights and responsibilities as a participant in the program.

We encourage you to contact an HPD representative if you have questions or you need assistance.

- ✓ Visit our office Monday - Friday from 9AM-4PM at:

Department of Housing Preservation & Development
Division of Tenant Resources
100 Gold Street, Room 1-O
New York, NY 10038
(You will need to bring a photo ID)

- ✓ Call Client Services at: **917-286-4300**
Listen to menu and follow prompts to reach the appropriate unit
- ✓ **Or** find additional contact information online at: nyc.gov/hpd-section-8-contact
- ✓ Dial **311** for Housing Information & Other Government Services.

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Section 8 Housing Choice Voucher Program Briefing Book

CHAPTER 1: Introduction

This chapter includes information about:

- ✓ *Contacting HPD*
 - ✓ *Translation and Interpretation Services*
 - ✓ *Limited English Proficiency (LEP)*
 - ✓ *Hearing-Impaired Callers*
 - ✓ *HPD's Mission*
 - ✓ *What is the Section 8 Housing Choice Voucher (HCV) Program?*
 - ✓ *Administrative Plan*
 - ✓ *Family Self-Sufficiency (FSS) Program*
 - ✓ *Persons with Disabilities*
 - ✓ *Violence Against Women Act (VAWA)*
 - ✓ *Housing Discrimination*
 - ✓ *Report Corruption and Criminal Activity*
 - ✓ *Briefing Packet Materials*
-

Welcome to New York City's Department of Housing Preservation and Development's Section 8 Housing Choice Voucher (HCV) Program. This booklet will provide you with information on how the HCV Program works and your rights and responsibilities as an applicant (voucher holder) and participant (household who has moved into a unit approved by HPD) in the program. In this chapter you will find a brief introduction to the HCV Program.

1.1 Contacting HPD

We encourage you to **contact** HPD if you have questions or if you need assistance.

- Find forms, information and contact information online at: **nyc.gov/hpd-section-8-contact**
- **Or** visit our office Monday through Friday from 9 AM to 4 PM at:

The New York City Department of Housing Preservation & Development
Division of Tenant Resources
100 Gold Street
New York, NY 10038
(You will need to bring a photo ID)

- **Or call Client Services at: 917-286-4300**
Listen to menu and follow prompts to reach the appropriate unit
- **Or dial 311 for Housing Information & Other Government Services**

1.2 Translation and Interpretation Services

If you speak a **language other than English** or are hearing-impaired, there are resources available to help you understand the information in this booklet. Call Client Services at: **917-286-4300**.

Español

Si usted habla una lengua con excepción de inglés o es audiencia deteriorada, hay recursos disponibles para asistirle en entender la información en este librete. Servicios del cliente llame al: **917-286-4300**.

Русский язык

Если вы говорите язык за исключением английского языка или будете поврежденным слухом, то будут имеющиеся ресурсы помочь вам в понимать информацию в этом буклете. Обслуживания клиента звонка на: **917-286-4300**.

Kreyòl

Si ou pale yon lang ki pa lang Angle oswa si ou genyen pwoblèm pou tandè, genyen resous ki disponib pou ede ou konprann enfòmasyon ki nan tiliv sa a. Rele Sèvis Kliyantèl la nan nimewo: **917-286-4300**.

中國人

如果您讲语言除英语之外或听力损伤，有资源可利用协助您在了解信息在这本小册子。电话客户服务在：**917-286-4300**.

한국어

귀하께서 영어 이외의 다른 언어를 구사하시거나 청각 장애인이신 경우, 본 안내 책자를 이해하시도록 도와드릴 수 있습니다. 고객 서비스 전화 **917-286-4300**번으로 문의하십시오.

1.3 Limited English Proficiency (LEP)

If you **cannot read or understand English** and need services in a language other than English, HPD will try to assist you. HPD may have documents translated into other languages, provide an interpreter, or reach out to local organizations and city government to provide translation and interpretation for non-English-speaking families.

1.4 HPD's Mission

The New York City Department of Housing Preservation and Development (HPD) is the largest municipal developer of affordable housing in the nation. The overall mission of HPD is to improve the availability, affordability and quality of housing in New York City (NYC) through a variety of preservation, development and enforcement strategies. The Housing Choice Voucher (HCV) program plays an important role in this mission. HPD works with private, public, and community partners to strengthen neighborhoods and to enable more New Yorkers to rent well-maintained, affordable housing or to become homeowners.

1.5 What is the Section 8 Housing Choice Voucher (HCV) Program?

The Section 8 **Housing Choice Voucher (HCV) Program** is a federally-funded housing subsidy program that provides low-income families with financial assistance to lease safe, decent, and privately-owned housing by supplementing what they can afford to pay on their own. The US Department of Housing and Urban Development (HUD) funds the HCV Program and sets the rules and regulations that HPD must follow in administering the program.

- HPD pays a housing subsidy directly to the owner on behalf of the family. The family pays approximately 30% of their income towards the rent charged by the owner, and the subsidy covers the difference.
- Under the tenant-based HCV Program, HPD issues an eligible family a voucher and the family selects a unit of its choice. Voucher holders are able to choose their own housing as long as it meets the requirements of the program. If the family moves out of the unit, the contract with the owner ends. If the family is still eligible, the family can then move with continued assistance to another unit.
- HPD also administers special "Enhanced Vouchers," also known as "sticky vouchers," and Project-Based Vouchers. These vouchers have some different features than regular ("tenant-based") vouchers. They are discussed in more detail in Chapter 12 and Chapter 13.
- Some vouchers are "Special Purpose Vouchers," meaning they are used for specific types of households. You can read more about Special Purpose Vouchers in **Appendix D**. Special Purpose Vouchers include:
 - Mainstream vouchers, for households with at least one disabled adult aged 18-61;
 - Veterans Affairs Supportive Housing (VASH) vouchers, for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA); and
 - Family Unification Program (FUP) vouchers, for youth aged 18-24 who are aging or have aged out of foster care; families reunifying with children who were placed in foster care; and families with children at risk of foster out-placement due to housing instability.

1.6 Administrative Plan

HPD's **Housing Choice Voucher Administrative Plan** includes HPD's policies for carrying out the Section 8 Program in a manner consistent with HUD regulations, local goals, and HPD's Agency Plan. All participants in the program must comply with HPD's policies as stated in the current Administrative Plan.

You may request a copy of the current Administrative Plan at our office. The most recent Administrative Plan is also online at: <https://www1.nyc.gov/assets/hpd/downloads/pdfs/services/administrative-plan.pdf>

All issues not addressed in HPD's Administrative Plan are governed by other HUD regulations, notices, memos, and state and local law.

1.7 Family Self-Sufficiency (FSS) Program

If you receive Section 8 assistance, you are eligible for the **Family Self-Sufficiency (FSS) Program**.

- ✓ The FSS Program offers services to help you achieve employment related goals, including resources and assistance in finding employment, earning a GED or college degree, enrolling in ESL courses, and receiving job training. The program helps you gain the education, job training, and other services you need to find employment or a better-paying job.
 - If you join FSS, an increase in your family's rent because of increased income from employment can lead to a savings account. If you get a job or receiving an increase in pay, and report the increase to HPD, you will receive an increase in your monthly tenant portion of the rent. Because you are enrolled in FSS, HPD will match that increase and place it in an interest-bearing escrow account. After successfully completing the program, you receive all of the money plus interest.
- ✓ **An example:** You are a Section 8 participant earning \$25,000 per year at your job, paying \$625 per month towards your rent. You enroll in FSS on December 15, 2020.
 - On January 1, 2021, you get a raise to \$30,000 per year, report it to HPD and begin paying \$750 per month towards your rent, an increase of \$125 per month.
 - Starting on the date of the first recertification after your raise, HPD will match the \$125 increase and put it into an escrow account in your name.
 - After five years of participation in FSS, you would get all the money in the account.
 - For example, if you accrue 50 months' worth of escrow, you would receive \$6,250, plus interest.
- ✓ Enrollment in FSS does not affect your Section 8 voucher.
- ✓ If you would like to receive information about the FSS program, please contact us at **917-286-4300**.

1.8 Persons with Disabilities

If your household includes a **person with disabilities**, HPD will make efforts to assist you and to provide you with a reasonable accommodation upon request:

- ✓ HPD may modify or waive program policies or procedures if HPD approves your request for accommodation. These requests include, but are not limited to:
 - requests to change subsidy standard,
 - requests to stay in place for overhoused participants,
 - requests for reinstatement,
 - requests to move prior to a 12-month period of occupancy,
 - requests to rent an assisted unit from a relative,
 - requests for extended time on your voucher, so that you can locate housing that meets your needs,
 - emergency move requests,
 - requests for extension to correct a tenant-caused Housing Quality Standards failure,
 - requests for a phone briefing instead of an in-person briefing,
 - requests for additional support in completing documents, and
 - requests for additional time to complete a recertification.
- ✓ You may request an accommodation on the HCV application and on other HPD documents, or you may contact HPD at any time to request an accommodation. Contact information can be found in Section 1.1. You can also find a Request for Reasonable Accommodation form on HPD's website:
<https://www1.nyc.gov/site/hpd/services-and-information/section-8-forms.page>
- ✓ Unless the disability is obvious to HPD staff, eligibility for a reasonable accommodation is based on certification or verification of the disability by a licensed medical professional.
- ✓ To be granted a reasonable accommodation, you must show a relationship between the requested accommodation and the disability, unless the relationship is obvious to HPD staff.

1.9 Homelessness Prevention Program (HPP)

HPD's Homelessness Prevention and Relocation Support Services Program (HPP) is an eviction prevention program that is available to assist all of HPD's Section 8 voucher holders. HPD's HPP program works with three community-based partner organizations: BronxWorks, serving the Bronx; Catholic Charities, serving Manhattan; and CAMBA, serving Brooklyn, Queens and Staten Island.

- ✓ To learn more about HPP, ask your HPD case manager.

1.10 Violence Against Women Act (VAWA)

The **Violence Against Women Act (VAWA)** is a federal law that was passed to protect victims of domestic violence, dating violence, sexual assault and stalking.

- ✓ If you are an applicant who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, you cannot be denied Section 8 program assistance or admission if you otherwise qualify for assistance or admission.
- ✓ You may not be evicted, nor may your assistance be terminated, based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking where you are the victim.
- ✓ HPD will provide you with a Notice of Occupancy Rights under VAWA so that you can better understand your rights under VAWA and a Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Documentation Form for you to complete
- ✓ If you are a participant who is or has been the victim of domestic violence, dating violence, sexual assault or stalking, and you need VAWA accommodation from HPD, you may access the form on HPD's Website at:
<https://www1.nyc.gov/site/hpd/services-and-information/section-8-forms.page>
and submit it:
 - Email DTR_VAWA@hpd.nyc.gov
 - **Or** Visit our office Monday – Friday from 9AM-4PM at:
The New York City Department of Housing Preservation & Development
Division of Tenant Resources
100 Gold St, Room 1-O
New York NY 10038
(You will need to bring a photo ID)
 - Call Client Services at 917-286-4300 with questions

VAWA protections and accommodations vary depending on subsidy type, so please ask a staff member if you are unsure of which subsidy type you have.

You can also visit HPD's website to read the Notice of Occupancy Rights under VAWA and/or download a VAWA Accommodation Package: nyc.gov/hpd-section-8-tenants. You can submit the package to HPD using the contact information above.

1.11 Housing Discrimination

Housing Discrimination is Against the Law

- ✓ HPD will not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV Program on the basis of race, color, sex, religion, creed, national or ethnic origin, familial or marital status, handicap or disability, actual or perceived sexual orientation, gender identity, prior record of arrest or conviction, or status as a victim of domestic violence.

- ✓ The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, actual or perceived sexual orientation, gender identity, marital status, handicap, familial status, or national origin. You may call the U.S. Department of Housing and Urban Development's Housing Discrimination Hotline at: 1-800-669-9777
- ✓ New York State Human Rights Law prohibits owners of most buildings from discriminating against tenants or applicants for housing based upon source of income, which includes your Section 8 voucher. If you believe that you have been the victim of income-based **housing discrimination** in the City of New York, because you have a Section 8 voucher, you may file a complaint with the Law Enforcement Bureau of the City's Commission on Human Rights (CCHR).

For more information on filing a complaint, call the Human Rights Commission at **718-722-3131 Or Call 311**

Or visit <https://www1.nyc.gov/site/cchr/help/i-need-help.page>

You may also report discrimination to the NYS Attorney General's Office at: <https://ag.ny.gov/source-income-discrimination-form>

1.12 Report Corruption and Criminal Behavior

The New York City Department of Investigation (DOI) handles complaints and allegations of **corruption and criminal behavior** in City agencies and by City employees. Examples of corruption include City employees accepting bribes or gratuities, inspectors falsely reporting violations or overlooking violations for personal reasons, or City employees using City resources for non-City purposes.

To report corruption or criminal behavior, call DOI at **212-825-5959**

Or by fax at **212-825-2504**

Or visit <http://www.nyc.gov/html/doi>

Or by mail or in person to: **NYC Department of Investigation
80 Maiden Lane, 17th Floor
New York, NY 10038**

1.13 Briefing Packet Materials

In your **Briefing Packet** you will find the following materials, which will provide further information on the HCV Program. These are important documents that you should read:

- *HUD Tenancy Addendum* (form HUD 52641-A)
- *Housing Assistance Payments (HAP) Contract* (form HUD-52641)
- *Request For Tenancy Approval (RFTA)* (form HUD-52517)

- Schedule of Payment Standards
- Section 8 Income Limits
- NYC Neighborhood Maps and Jurisdictions
- *"Are You a Victim of Housing Discrimination?"* (form HUD 903.1)
- *"Protect Your Family from Lead In Your Home"* (published by the U.S. Environmental Protection Agency, U.S. Consumer Product Safety Commission, U.S. Department of Housing and Urban Development)
- *"A Good Place To Live!"* (published by HUD)

Housing Search Tips

- *Housing Choice Voucher Fact Sheet* (published by HUD)
- *ABCs of Housing* (published by HPD)
- *"Applying for HUD Housing Assistance? Think About It...Is Fraud Worth It?"*
- Sample Enterprise Income Verification (EIV) printout
- Sample Housing Choice Voucher
- *Seven Tips for Keeping a Healthy Home* (HUD)
- Foreclosure Rights to Remain Notice (HPD)_
- *Things You Should Know* (HPD) – 2 copies: one to sign and return to HPD, and one to keep for yourself
- See APPENDIX E: HOUSING SEARCH TIPS

CHAPTER 2: Program Integrity

This chapter includes information about:

- ✓ *HPD's Service Commitment*
 - ✓ *Program Abuse and Fraud*
 - ✓ *Errors and Corrective Actions*
 - ✓ *Repayment Agreements*
 - ✓ *Privacy*
-

The City of New York Department of Housing Preservation and Development (HPD) administers the Housing Choice Voucher (HCV) Program according to the Department of Housing and Urban Development's (HUD) regulations. HPD is committed to assuring that all participating families are given the correct amount of assistance and that housing resources reach only eligible families so that program integrity can be maintained.

Program integrity requires you to provide accurate and up-to-date information to HPD. If you are responsible for fraud or abuse, HPD may deny or terminate your assistance and may seek repayment and/or criminal prosecution.

2.1 HPD's Service Commitment

HPD's goal is to provide excellent **service** to the families and owners participating in the Section 8 HCV Program. HPD is committed to ensuring that residents who qualify for assistance have the information they need to apply and benefit from its various rental subsidy programs. HPD has established key partnerships with housing ambassadors and has strong platforms such as NYC Housing Connect online portal to assist families in their search for affordable housing opportunities. HPD will make every effort to inform you of the program rules and to advise you of how these rules affect you. Since the regulations may not always be easy to understand, it is very important to ask questions if you are not sure of something. Do not hesitate to contact us if you have a question or problem.

2.2 Program Abuse and Fraud

Fraud and program abuse are single acts or a pattern of actions that are intended to deceive or mislead. Making a false statement, omitting information, or concealing information in order to obtain Housing Choice Voucher assistance is considered fraud and program abuse.

- You are committing fraud if you sign a form knowing that you provided false or misleading information. When you fill out your application and complete documents at your annual recertification, make sure that your answers are complete, accurate, and honest. If you do not understand a question, be sure to ask.
- Your assistance may be denied or terminated if you or a family member has knowingly and willingly committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. If any household member

commits such an act, the head of household will be held responsible. Examples of this include not reporting all household income to a Public Housing Authority (PHA), letting a relative move in to your unit without informing and receiving approval from your PHA, or giving money to a housing inspector to overlook a safety hazard.

- HPD may deny or terminate your assistance if you have misrepresented your income, household members, or any other reported information on or accompanying the HCV application.
- If you have committed fraud, HPD may terminate your assistance, you may be required to repay the entire amount of assistance in full, and/or HPD may refer the case for criminal prosecution through the Inspector General.
- HPD uses HUD's Enterprise Income Verification (EIV) internet database to identify families who have unreported and/or underreported income. EIV provides HPD with information about monthly employer new hires, quarterly wages (including employer information), quarterly unemployment compensation, and monthly Social Security (SS) and Supplement Security Income (SSI) benefits. A sample EIV printout is included in your Briefing Packet.
- If you know of anyone who provided false information on a housing assistance application or recertification, or if anyone tells you to provide false information, report that person to:

Contact HPD's Program Integrity and Compliance Unit:

- **Phone: 917-286-4300.** Follow the steps in the menu and select "to report Section 8 fraud."
- **Email: DTR-PIC@hpd.nyc.gov**
- **Fax: 212-863-5721**

Or

Call the New York City Department of Investigation at: **212-825-5900**

Or

Call HUD Office of Inspector General Hotline at: **1-800-347-3735**

Or

Call **311**

2.3 Errors and Corrective Actions

It is your responsibility to provide accurate and up-to-date income information to HPD. It is HPD's responsibility to ensure that families receive the correct subsidy based upon the information that the family has provided and documented.

HPD will take **corrective actions** when errors or omissions are discovered. The specific corrective action depends upon who caused the error.

If HPD makes an error:

- If HPD makes an error in determining your family income, your family share of the rent, or your household composition, HPD will notify you and will correct the error.
- If your family share of the rent was too high as a result of an HPD error, HPD will refund the extra amount that you paid to the owner on your behalf. You will be responsible for working with your landlord to get a credit on your rent for the amount refunded.
- If your family share of the rent was too low as a result of an HPD error, you will not be responsible for paying the owner any additional money and the owner will not be required to repay HPD any excess payments for the period in which the error occurred. HPD will notify you and the owner of the change in the amount of the family share and HAP payment. You will receive at least 30 days advance notice of the change in rent.

If you make an error or omission:

- If your family share of the rent is too high as a result of your error or omission, you will **NOT** be reimbursed for any amount that you have overpaid. The change in your family share will be effective the first day of the month following notification or discovery of the error or omission.
- If your family share of the rent is too low as a result of your error or omission, HPD will notify both you and the owner of the correct family share and HAP payment. You will owe HPD the amount that you have underpaid effective retroactively to the time of the error or omission. HPD is under *no obligation* to enter into a repayment agreement and may terminate your subsidy without offering a repayment plan.

2.4 Repayment Agreements

If you owe money to HPD, you may be allowed to enter into a **repayment agreement** if HPD determines you are eligible. A repayment agreement allows you to pay back the amount you owe to HPD on a monthly basis for a period of up to five years. If you do not comply with the repayment agreement, you may be terminated from the program.

HPD is under *no obligation* to enter into a repayment agreement with you and may terminate or deny your assistance if you are in violation of program rules.

2.5 Privacy

When you apply for HCV assistance you are required to sign a consent form called the *Authorization for the Release of Information/Privacy Act Notice*. By signing this form, you authorize HUD and HPD to request income information from the identified sources listed on the form. This information will be used to verify your household's income, to ensure that you are eligible for assistance, and to ensure that you receive the correct amount of assistance. HPD may participate in computer matching programs with these sources in order to verify your eligibility and to determine the amount of your assistance.

- ✓ Your income information is protected in accordance with state and federal **privacy** laws. HPD employees may be subject to penalties for unauthorized disclosure or improper use of your income information. HPD may disclose your information (with the exception of tax return information) for certain routine uses, such as to other government agencies for law enforcement purposes, to federal agencies for employment suitability purposes, and to other housing authorities for the purpose of determining housing assistance.
- ✓ It is the owner's responsibility to independently screen and select tenants. HPD encourages owners to consider a family's background with respect to such factors as payment of rent, care of the unit and premises, and criminal activity.
- ✓ HPD will give owners only information that is required by regulations and only if the prospective owner requests the information in writing. HPD will *not* give information to owners about your income, past household composition, or past rent payment history.
- ✓ To assist prospective owners in determining the suitability of applicants, HPD may provide the owner with the name and address, if known, of the owner at your current and prior address. HPD will make an exception to this requirement if your family's location must be protected due to domestic violence or witness protection.

2.6 Ask Questions

Before you sign any documents make sure that you read them thoroughly and that you understand them. If you do not understand something on the application or forms, always *ask questions*. It is better to be safe than to be sorry.

CHAPTER 3: Eligibility

This chapter includes information about:

- ✓ *The Definition of a Family*
 - ✓ *Income Limits*
 - ✓ *Citizenship or Eligible Immigration Status*
 - ✓ *Social Security Numbers*
 - ✓ *Prohibited Activities*
 - ✓ *Applicant Screening*
 - ✓ *Denial of Assistance*
-

To participate in the Housing Choice Voucher (HCV) Program you must meet the requirements set by the U.S. Department of Housing & Urban Development (HUD) and HPD.

After you complete an application, and if you are determined initially eligible to receive HCV assistance, your name will be put on a waiting list. When your name reaches the top of the waiting list, HPD will contact you to attend a *mandatory briefing*. If you have received a “Notice of Section 8 Mandatory Briefing” and have been given this Briefing Book, you are at the *briefing* stage in the eligibility process.

In this chapter you will learn about how HPD determines your **eligibility**. HPD usually completes your initial eligibility determination before you are invited to a briefing session.

3.1 Meet the Definition of a Family

To be eligible for HCV assistance you must qualify as a **family**.

- A family is defined as a single person or a group of two or more persons, with or without children, who maintain an interdependent relationship and whose income and resources are available to meet the family’s needs.
- Families must show evidence of a family relationship or have a history as a family unit.
- A “family member” is any person for whom the head of household can demonstrate legal guardianship, or a relationship based upon dependency, blood, marriage, or domestic partnership
- Households may include live-in aides who are not family members if they meet Program requirements.
- You may not rent from any immediate family member (a parent, child, grandparent, grandchild, sister, or brother). HPD may waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

3.2 Income Eligibility

To be eligible for HCV assistance your household **income** at the time of initial eligibility determination and admission **cannot** be more than 50% of the Area Median Income (AMI) except in special circumstances. The Area Median Income is an estimate of how much money people make in the area where you live.

Different income limits apply for Enhanced Voucher holders. For more information, see *Chapter 12: Enhanced Vouchers*.

3.3 Be a U.S. Citizen or Have Eligible Immigration Status

To be eligible for HCV assistance your household must have at least one member who is a **U.S. citizen** or has **eligible immigration status**.

3.4 Provide Social Security Numbers

To be eligible for HCV assistance you are required to provide verification of **Social Security numbers** (SSN) for all household members. All household members eligible to receive an SSN must provide their SSN prior to being determined eligible for assistance.

- If a child under six years old has not been issued an SSN at the time of new admission or the child's addition to the household, the household will have 90 days to provide documentation of a SSN. HPD may grant an extension to the 90-day period for circumstances outside of the family's control.
- If you do not have a Social Security card, you may provide another acceptable form of verification that verifies your Social Security number, such as a bank statement, IRS Form 1099, or government-issued document that has your name and Social Security number on it.

3.5 Have Not Engaged in Prohibited Activities

You **are not** eligible for HCV assistance if:

- Any family member has ever been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing
- Any family member is subject to a lifetime registration requirement under a state sex offender registration program
- Any family member on the HCV application has been evicted from federally-assisted housing in the last three years for drug-related criminal activity
- Any family member fails to sign and submit consent forms for obtaining information

- If the family does not meet the program eligibility criteria (i.e., preference category, income)
- If the head of the household is a full-time student enrolled at an institution of higher education and is under the age of 24 and is not a veteran, is not married, does not have dependent children, is not residing with their parents in an HCV assisted household, is not a person with disabilities receiving HCV assistance as of November 30, 2005, and is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act
- If no family member can establish either citizenship or eligible immigration status (i.e., at least one member of the family must establish either citizenship or eligible immigration status)
- If any family member owes any debt to HPD or another Public Housing Authority

HPD ***may*** deny your assistance if:

- HPD has previously terminated HCV assistance for any member of your family
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Any family member listed on the application has been previously terminated from a federal housing program for adverse termination reasons, i.e., drug related criminal activity or failure to report income
- Any family member listed on the application has been evicted from federally assisted housing in the last five years
- If HPD determines that the applicant or any member of the family listed on the application is receiving subsidy in another housing program
- Any family member has previously breached a repayment agreement with HPD
- Any family member engages in illegal drug use
- Any family member commits drug-related criminal activity or violent criminal activity
- Any family member has engaged in criminal activity that may threaten the health or safety of the owner, property management staff, or persons performing the contract administration function or responsibility on behalf of HPD
- There is reasonable cause to believe that a family member's alcohol or illegal drug use or a pattern of alcohol or illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Your family has failed to make payments required by a repayment agreement that you entered with HPD or another Public Housing Authority

- The family, a guest or apparent agent of the family has engaged in or threatened abusive or violent behavior toward HPD personnel
- If the family, a guest or apparent agent has engaged in activity that may threaten the health or safety of the owner, property management staff, or persons performing the contract administration function or responsibility on behalf of HPD, including an HPD employee or contractor or agent
- Your family has misrepresented income, household members, or other reported information on or accompanying the HCV application
- If HPD has received documentation that the family has had their subsidy terminated from another PHA because of misrepresentation of income or family composition or misuse of federal funds
- If the family has failed to provide information requested by HPD or the family has failed to attend their scheduled briefing with HPD
- If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damage to a unit, or any other amounts owed under the lease
- If a Project Based Voucher (PBV) applicant family would not be appropriately-housed (i.e., would be overhoused or overcrowded) in any PBV units in the project for which the family is applying based on HPD's subsidy standards

3.6 Background Screening

HPD will administer **screening** fairly and will not violate your rights to privacy or discriminate on the basis of your race, color, nationality, religion, familial status, disability, sexual orientation, gender identification or other legally-protected factors.

- HPD will conduct screening for drug-related, violent criminal behavior and for lifetime sex offender registration requirements for family members 18 years or older.
- Owners may conduct their own screening, which may include criminal background, credit and prior housing history, before allowing you to sign a lease.

To assist prospective owners in screening prospective renters, HPD may provide the following information:

- The household's current and prior addresses and
- The name and address, if known, of the owner at the household's current and prior address.

HPD will make an exception to this requirement if the family's location must be protected as an accommodation through the Violence Against Women Act (VAWA) or as witness protection.

3.7 Denial of Assistance

If HPD denies your assistance, HPD will give you prompt notice along with a brief statement of the reason for the decision. You will be given the opportunity to request an informal review. *Chapter 17: Appeals and Hearings* provides information on the informal review process.

Denial of assistance includes:

- HPD denying you a place on the waiting list;
- HPD denying you a voucher or canceling your voucher;
- HPD refusing to enter into a Housing Assistance Payment (HAP) contract with your landlord or refusing to approve your tenancy; or
- HPD refusing to process your voucher or to provide you with assistance with using your voucher outside of New York City (portability).

CHAPTER 4: Subsidy Standards & Vouchers

This chapter includes information about:

- ✓ *Subsidy Standards*
 - ✓ *Exceptions to Subsidy Standards*
 - ✓ *Voucher Term*
 - ✓ *Voucher Extension & Suspension*
 - ✓ *Voucher Expiration*
 - ✓ *Changes in Voucher Size*
-

After HPD has determined that you are initially eligible for assistance, you are required to attend a briefing session. Following the briefing, if you are eligible, HPD will issue you a **voucher**. Your voucher entitles you to search for an apartment or house (a “unit”) and to obtain rental assistance. Your voucher **does not** admit you to the HCV Program. You are not a participant in the program until a lease and Housing Assistance Payment (HAP) contract are signed, have been returned to HPD, and have taken effect.

As a participant in the Housing Choice Voucher (HCV) Program, you will be provided assistance to help you afford your **rent**. HPD will pay the owner a housing subsidy on your behalf. You will be responsible for paying the difference between the HPD approved rent charged by the owner and the amount subsidized by HPD. In this chapter you will find information to help you understand what a voucher is and how this process works.

HPD also administers special “Enhanced Vouchers,” also known as “sticky vouchers,” Project-Based Vouchers, and Special Purpose Vouchers. These vouchers have some different features than regular (“tenant-based”) vouchers. They are discussed in more detail in Chapter 12 and Chapter 13 **AND CHAPTER XX/APPENDIX XX**. HPD will inform you at the Briefing Session if you will receive an Enhanced Voucher, a Project-Based Voucher, or a Special Purpose Voucher.

4.1 Understanding the Terms

Understanding the terms used in this chapter will help you during the rental process. A glossary at the end of this book has all the terms you will need to know.

- ✓ **Subsidy Standards:** Also known as **Occupancy Standards**, these determine the number of bedrooms approved for families of different sizes.
- ✓ **Voucher:** This represents a contractual agreement between you and HPD specifying the rights and responsibilities of each party, including HPD, you, and the owner.
- ✓ **Landlord Package:** The Landlord Package includes basic information about the rental unit, including the unit address, number of bedrooms, utilities included in the rent, requested beginning date of the lease, rent costs, and lead-based paint information.
- ✓ **Payment and Exception Payment Standards:** This is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market. It is the maximum monthly subsidy that HPD will pay for a unit based on the unit size.

4.2 Subsidy Standards

Subsidy standards, also known as “occupancy standards,” are used to determine the appropriate number of bedrooms on your *voucher* for the size of your household.

- Subsidy standards provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The unit size on the voucher will be determined solely by the number of people in the household. HPD does not determine who shares a bedroom/sleeping room. The table below establishes the occupancy standard for families.
- Subsidy standards are based on the following guidelines
- **As of August 15, 2022, each family is entitled to one bedroom per person, with the exception of married or partnered adults, who will be allocated one shared bedroom.**

# of Household Members	When <u>no</u> household members are partnered	When <u>any two</u> household members are partnered
1	1	1
2	2	1
3	3	2
4	4	3
5	5	4
6	6	5
7	7	6

In addition to the table above, the following guidelines will apply:

- Any single live-in aide approved by HPD to reside in the unit will be counted as a household member for the purpose of determining the appropriate unit size and will be issued a separate bedroom
- A child who is temporarily away from home (for less than 180 consecutive days) due to placement in foster care or another non-permanent situation may be considered a member of the family and included in determining voucher size
- Foster children will be included in determining unit size only if they will be in the unit for more than 180 days (six months) a year
- In the case of documented pregnancy by a member of the household, HPD will consider the unborn child as a household member for purposes of determining voucher size
- Children specified in joint custody agreements will be considered family members if the agreement specifies that they live with the parent at least 183 days a year
- Space may be provided for a family member who is away at school but who lives with the family during school recesses

- You may choose a unit with a different bedroom size than that listed on your voucher. However, the maximum subsidy you can receive is based on the payment standard for the unit size listed on your voucher or the size of the unit that you select, whichever is *lower*. Families living in a unit larger than the number of bedrooms for their voucher size are considered *overhoused*.

Unit Size (number of bedrooms)	Minimum Number of People	Maximum Number of People
SRO	1	1
Studio (0-BR)	1	2
1-BR	1	4
2-BR	3	6
3-BR	5	8
4-BR	7	10
5-BR	9	12
6-BR	11	14
7-BR	13	16
8-BR	15	18

- Families that exceed the maximum number of persons in a household based upon their voucher size are considered *overcrowded* and will be required to reduce their household size or move to an appropriately-sized unit. If your family is overcrowded according to HPD's maximum subsidy standards, HPD cannot subsidize you in your unit.
- For the purposes of determining whether a family is overcrowded, HUD's space requirements specify that there must be at least one bedroom or living/sleeping room for each two persons, based upon the subsidy standards guidelines listed above. A living/sleeping room must have:
 - Two working electrical outlets; or one working outlet and one working light fixture
 - A window if the room is used primarily for sleeping

Exceptions to Subsidy Standards

HPD may grant you an exception to the subsidy standards if the exception is justified by the health or disability of a family member(s).

- All requests for exceptions must be:
 - ✓ Made in writing (you can find the Request for a Reasonable Accommodation form on HPD's website: <https://www1.nyc.gov/site/hpd/services-and-information/section-8-forms.page>)
 - ✓ Accompanied by documentation from a verifiable source (such as a doctor) on the need for the exception

- ✓ HPD may require you to verify the need for this exception on an annual basis

4.3 Vouchers (Note: does not apply to PBV)

Once you have been determined eligible for participation and have attended a briefing on the program requirements, you will receive a **voucher**. You will also receive a blank Landlord Package that you and the owner will complete and return to HPD. Your voucher:

- Represents a contractual agreement between you and HPD
- Is your authorization to search for a unit
- Specifies the unit size for which you are eligible based upon HPD's subsidy standards
- Describes the HCV Program and procedures for approving a unit that you select

Your initial voucher is good for 120 days. What this means is that you must locate a unit and submit a Landlord Package prior to the expiration date of your voucher. Your voucher does not admit you to the HCV Program. You are not a participant in the program until a lease and Housing Assistance Payment (HAP) contract are signed, have been returned to HPD, and have taken effect.

If you worked with an HPD program representative to complete your application and told them you were interested in staying in your current unit, they may have also helped to fill out a Landlord Package. You should ensure that the Landlord Package (or Request for Tenancy Approval) is submitted before your voucher expires. If you believe that the Landlord Package was submitted to the Division of Tenant Resources on your behalf, you can also call Client Services at: **917-286-4300** to confirm that we've received it.

Suspending Your Voucher Term

- As soon as you submit a completed Landlord Package, HPD will suspend your voucher term ("stop the clock") until you are notified in writing by HPD that your request is approved or denied.
- If the submitted Landlord Package is not approved, you will be issued another voucher that extends your time to search for housing. This voucher will be good for the number of days that were remaining on your original voucher on the date that you submitted the Landlord Package.

Expiration

- If you have not located a unit and submitted a complete Landlord Package within the 120-day voucher term, your voucher will expire.
- It is your responsibility to monitor the expiration date on your voucher. HPD will not notify you that your voucher has expired.

Voucher Extensions

- HPD may grant voucher extensions for documented special circumstances and emergencies. Extensions may be granted if needed as a reasonable accommodation for a person with disabilities.
- HPD will determine whether you qualify for a voucher extension.
- You must obtain HPD approval for all voucher extensions.
- To request an extension, you should submit a written request for extension. You may make a request no earlier than 30 days before the expiration date of your voucher, and no later than 30 days after the expiration.
- The Extension Request form is available on HPD's website at: <https://www1.nyc.gov/site/hpd/services-and-information/section-8-forms.page> or you may call 917-286-4300 to request a copy. Once it is completed, please submit it and any supporting documentation via email to DTRAI@hpd.nyc.gov or mail to 100 Gold Street Division of Tenant Resources Attn: Initials Subsidy Unit NY, NY 10038
 - ✓ Once a decision is made you will be notified in writing and should follow the instructions provided in the written notice.

Changes in Voucher Size

- You must inform HPD immediately if you add or remove any household members before you lease up in your apartment. You must receive HPD approval to add family members to your household for any other reason other than birth, adoption, marriage, domestic partnership, or court awarded custody. If the addition or removal makes your household eligible for a different sized unit according to the table on p. 20, HPD will change your voucher size.
- Your vouchers size may decrease if family or household member moves out of the assisted unit.
- HPD may also increase your voucher size as a reasonable accommodation for a person with disabilities. For example, if you are approved to have a live-in aide in your unit, HPD will increase the voucher size to accommodate a live-in aide.

4.4 Payment and Exception Payment Standards

The **payment standard** and **exception payment standard (EPS)** is the maximum monthly subsidy that HPD will pay for a unit, based on the smaller of the number of bedrooms in the unit and your voucher size. Whether HPD's regular payment standard or EPS apply is determined by zip code. Your briefing packet includes a list of zip codes and neighborhoods where EPS applies. You can also visit HPD's website and search payment standards by zip code: **[nyc.gov/hpd-payment-standards](https://www1.nyc.gov/site/hpd-payment-standards)**.

- HPD's payment standards are based on HUD's Fair Market Rent for the New York City metropolitan region.
- Your payment standard is the *lower* of:
 - ✓ The payment standard amount for your voucher size; or

- ✓ The payment standard amount for the size of the unit that you rent.
- For example, if you have a voucher for a one bedroom unit and you rent a two bedroom unit, HPD would apply the payment standard for a one bedroom unit, and you would be required to pay any additional share of the rent out of your own pocket to remain in the subsidized unit. When you first lease a unit, your rent payment cannot exceed 40% of your monthly adjusted income.
- If your family size increases or decreases during the HAP contract term, HPD will redetermine the voucher size for which you are eligible and will apply the payment standard for your new family size at your next annual recertification. Your payment standard will still be the *lower* of the payment standard amount for your voucher size or the payment standard for the size of the unit that you are renting.
- If you are living in a unit larger than the approved size for your family size, and your rent and utility allowance are greater than the payment standard, you will have to pay the additional cost out of pocket to remain in the larger unit.
- *You should look at units in zip codes where the rent (including any applicable HPD utility allowance) is less than or equal to the payment standard for your voucher size.* A Schedule of Payment Standards is included in your briefing packet.

CHAPTER 5: Income and Rent

This chapter includes information about:

- ✓ *Income*
 - ✓ *Adjusted Income*
 - ✓ *Total Tenant Payment*
 - ✓ *Payment Standards*
 - ✓ *Gross Rent*
 - ✓ *Housing Assistance Payments (HAP)*
 - ✓ *Family Share*
 - ✓ *Subsidy Standards*
 - ✓ *Reasonable Rent*
 - ✓ *Example of Rent Calculation*
 - ✓ *Rent Breakdown Letter*
 - ✓ *Rent Increases*
-

5.1 Understanding the Terms

Understanding the terms used in this chapter will help you during the rental process.

- ✓ **Adjusted Income:** This is your annual (“gross”) income minus allowable deductions and expenses as specified by HUD.
- ✓ **Certificate of Occupancy:** Also known as the **C of O**, this is a copy of a document issued by the NYC Department of Buildings that authorizes the use of a building for a particular purpose. It states that the building has met all of the building codes and is habitable.
- ✓ **Contract Rent:** Also known as the **rent to owner**, this is the full rent that the owner is charging for the unit.
- ✓ **Family Share:** This is your contribution toward the rent.
- ✓ **Gross Rent:** This is your entire housing cost, which includes both the rent to owner and any additional utility costs that you will need to pay.
- ✓ **HAP:** Also known as the **Housing Assistance Payment**, this is the portion of your rent that is paid by HPD.
- ✓ **Reasonable Rent:** This means that the rent is comparable to the rents that are being charged for similar units in the same neighborhood.

- ✓ **RFTA:** Also known as the **Request for Tenancy Approval** or form HUD-52517, this form must be submitted by the owner and family as part of the Housing Choice Voucher program leasing process. It contains important information about the rental unit selected by the family. The RFTA is part of the Landlord Package.
- ✓ **Subsidy Standards:** Also known as **Occupancy Standards**, these determine the number of bedrooms needed for families of different sizes and compositions.
- ✓ **Total Tenant Payment (TTP):** **TTP** is the minimum amount that you must contribute toward rent and utilities regardless of the unit you select.

5.2 Income & Adjusted Income

Gross Income

- HPD will determine your **annual income** (also known as your “gross income”) according to HUD regulations. Your annual income includes:
 - All amounts (monetary or not) that are paid to or are paid on behalf of the head of household or spouse or any other family member, even if this person is temporarily absent from your residence
 - All amounts that you anticipate receiving from someone outside of your household during the 12-month period following your admission to the program or your annual recertification
- Annual income includes, but is not limited to, the list below. These may be referred to as “income sources”:
 - ✓ The full amount, before any deductions, of your wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation
 - ✓ Your net income from the operation of a business or profession
 - ✓ Interest, dividends, and other net income of any kind from your real or personal property, or other assets such as bank accounts or retirement accounts.
 - ✓ The full amount of periodic payments that you receive from Social Security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, or other similar types of periodic income
 - ✓ Payment that you receive in place of earnings, such as Unemployment Insurance, workers’ compensation, and severance pay
 - ✓ Welfare assistance

- ✓ Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts that you receive from persons outside of your household
 - ✓ All regular pay, special pay, and allowances received by a member of the Armed Forces who is the head of household or spouse or whose dependents are residing in the household
- Some income sources do not count towards your gross income and are considered “excluded” from HPD’s calculation of your income. Examples of excluded income include earned income of minors and payments for care of foster children. You need to **report all income** for your household, and HPD will determine if any of this income is excluded.

Adjusted Income

- HPD will calculate your annual income and will subtract any **deductions and allowable expenses** for which your family is eligible.
- Your **annual income** minus your **allowable deductions and expenses** equals your **adjusted income**. Your monthly rent payment is based on your adjusted income.
- HUD regulations specify these deductions and allowable expenses:
- ✓ A deduction for each family member under age 18
 - ✓ A deduction for each family member (other than the head of household or spouse) who is 18 or over and who is a person with a disability or is a full-time student
 - ✓ A deduction for families where the head of household, spouse, or the only household member is age 62 or over or is a person with a disability
 - ✓ Childcare expenses for family members under the age of 13 if the childcare enables an adult family member of your household to be employed, to actively seek employment, or to further their education. Your childcare expense must be reasonable and may not be more than the amount of income that you earn from employment. A childcare expense is not an allowable deduction if the expense is reimbursed by an agency or individual outside the household.
 - ✓ Eligible medical expenses for all of your family members if the head of household, co-head or spouse is elderly or disabled. The allowable medical expense deduction is the amount of your eligible medical expenses that exceed 3% of your household’s annual gross income. A medical expense is not an allowable deduction if the expense is reimbursed by an agency or individual outside the household.

- ✓ Eligible disability assistance expenses to cover attendant care or an auxiliary apparatus (such as a wheelchair or medical equipment) for a disabled member of your family. The disability assistance expense is only an allowable deduction if it allows an adult family member to be employed outside of the home. The allowable disability assistance expense deduction is the amount of your eligible disability assistance expenses that exceed 3% of your household's annual gross income. A disability assistance expense is not an allowable deduction if the expense is reimbursed by an agency or individual outside the household.

- HPD will determine whether an expense is an allowable deduction from your income.

5.3 Total Tenant Payment (TTP)

After you submit a completed Landlord Package and the unit has passed an HQS inspection (see *Chapter 8 HQS Inspections*), HPD will calculate your **Total Tenant Payment (TTP)**. The TTP is the minimum amount that you must pay towards rent regardless of the unit that you select.

Your TTP is the *higher* of:

- 30% of your monthly adjusted income
- 10% of your monthly gross income
- HPD's minimum rent payment (\$0).
- Welfare rent, if applicable

5.4 Gross Rent

Your **gross rent** is your entire housing cost, which includes both the rent paid to the owner and any additional utility allowances for tenant paid utilities. If all of the utilities are included in the rent, the rent to the owner and the gross rent will be the same.

Rent to Owner

- Rent to owner, or contract rent, is the full rent that the owner is charging for the unit, including any utilities provided under the lease.

Utilities

- Your lease and Landlord Package specify the utilities that you pay for, the utility fuel type, i.e., gas heating, and utilities, if any, that are included in your rent.
- You must notify HPD if there is any change in who is responsible for paying utility expenses.
- If you are responsible for paying for utilities, HPD provides a Utility Allowance (UA) to assist you with utility costs.

- The UA covers the basic utility costs for an energy-conservative household.
- The UA is based on the utility schedule (the average utility consumption) for a family in your unit size for each of the utilities that you pay. For example, if your family pays for hot water, heat, and electricity, HPD uses the utility schedule for your unit size for each of these utilities to determine the total UA for your family.
- The UA used to calculate your gross rent is based on the smaller of the actual unit size and your voucher size. For example, if you live in a three-bedroom unit and you have a two-bedroom voucher, your utility allowance will be based on two bedrooms.
- You do not receive a UA if all of your utilities are included in the unit rent.
- If you are responsible for paying for utilities, your UA is subtracted from your family's share of the rent. HPD will pay the difference between your tenant share and the UA in the form of a Utility Assistance Payment (UAP).
- To determine the UA for your unit size, consult the Utility Allowance included in your briefing packet.
- Depending on your energy usage, your actual utility costs may exceed your Utility Allowance. You will then have to pay the additional amount out of your pocket. If you conserve your energy use, you may have to pay less than the amount of your Utility Allowance and you may keep the difference.

Sub-metering

Sub-metering refers to the individual metering of utilities at an apartment building.

- The owner may install an individual meter in your unit to measure your energy usage and then bill you for your utility usage. This is referred to as sub-metering.
- If your utilities are sub-metered, the charges for utilities are no longer part of your rent but are a separate charge for which you are responsible for paying in addition to the rent. You will still be entitled to a UA if your utilities are sub-metered.

5.5 Housing Assistance Payment (HAP)

The portion of your monthly rent that HPD pays to the owner is called the **Housing Assistance Payment (HAP)**.

- The HAP can be calculated only after you have selected a unit, you have submitted a Landlord Package and HPD has approved the rent.
- HAP is the *lower* of:
 - ✓ The payment standard minus your TTP (when the gross rent exceeds the voucher payment standard)

- ✓ The rent to owner minus your TTP

Housing Assistance Payment Contracts

- After your rent and lease are approved and the unit passes inspection, HPD will execute a HAP contract with the owner.
- The HAP contract describes in detail the program requirements affecting the owner and the owner's roles and responsibilities under the Housing Choice Voucher program. The owner is required to return original signed contracts along with a signed lease to HPD.
- After you have signed a lease and the owner and HPD have executed the HAP contract, HPD will send you and the owner a Rent Breakdown letter. The letter will specify the amount that you are responsible for paying to the owner each month. Even though you signed a lease that states the full contract rent, your Rent Breakdown letter will specify the dollar amount that you are required to pay to the owner.

5.6 Family Share

The **family share** is your contribution toward the gross rent.

- It may be the TTP or a higher amount, depending on the unit that you select:
 - ✓ If you select a unit with a gross rent that is equal to or lower than your payment standard, your family share will be the same as the TTP.
 - ✓ If you select a unit with a gross rent that is higher than the payment standard, your family share is the TTP *plus* any amount by which the gross rent exceeds the payment standard.
- Your family share gets split into two parts:
 - ✓ The part that you pay the owner for rent (the family rent to owner)
 - ✓ The part that you use to pay your utility bills

5.7 Family Rent to Owner

The family rent to owner is the portion of the family share that is paid to the owner for rent.

- If you are not responsible for paying any utilities, your family rent to owner is the same as your family share.
- The family share will be listed on the Rent Breakdown letter that HPD will send you once you become a participant.

5.8 Reasonable Rent

HPD will not approve a lease until it has determined that the initial rent to owner is reasonable:

- **Reasonable rent** means that the rent is comparable to the rents that are being charged for similar unassisted units in the same neighborhood.
- HPD considers the location, size, quality, unit type, age, amenities, services, maintenance, and utilities provided in determining whether a rent is reasonable.
- The rent to owner cannot exceed HPD's determination of a reasonable rent. The owner cannot charge more and you cannot pay more.
- The owner may not increase the rent during the initial term of the lease.

5.9 Rent Calculation

Your rent is determined by first calculating your total tenant payment, which is the *greater* of:

- 30% of your family's monthly adjusted income;
- 10% of your family's monthly gross income;
- Shelter allowance (If your family is receiving welfare assistance payments and some amount of the payments are specifically designated for housing costs, that amount is referred to as "shelter allowance"); or
- HPD's minimum rent payment (\$0)

Then, HPD determines your maximum initial rent burden, or the most you can contribute towards your rent, which is 40% of your family's monthly adjusted income.

Finally, HPD looks at the total gross rent (including the rent amount and any utility allowance), to determine the amount of Housing Assistance Payment (HAP), or rent, that HPD will pay to the owner on your behalf. The HAP is the *lower* of:

- Your gross rent minus your total tenant payment; or
- The payment standard minus your total tenant payment.

Your portion of rent will be the difference between the total contract rent and the HAP payment.

An example of rent calculation is provided in Appendix B.

5.10 Rent Breakdown Letter

After the owner signs and returns the HAP contract to HPD with an executed lease (signed by both you and the owner) with matching dates, HPD will send you and the owner a **Rent Breakdown letter** that lists the amount of:

- ✓ The contract rent for your unit
- ✓ The monthly rent that you owe to the owner

- ✓ The list of people on your subsidy

5.11 Rent Increases

The owner of your unit may request a **rent increase** from HPD once per year. See *Chapter 10: Owner Responsibilities* for information on the rent increase process.

You are responsible for paying what is listed on your rent breakdown letter. The owner of your unit cannot charge you a higher rent unless and until you receive a new Rent Breakdown letter from HPD.

CHAPTER 6: Finding a Housing Unit

This chapter includes information about:

- ✓ *Better Information, Better Choices: Factors to Consider*
 - ✓ *Watch out for Housing Assistance Scams*
 - ✓ *After Making Your Decision*
 - ✓ *Housing Discrimination*
-

After HPD has issued you a voucher, you must **find a unit** that meets all of the program requirements. Finding a unit can be difficult, and deciding where you are going to live is one of the most important decisions that you will make. In this chapter you will find information to help you in your search for a unit.

6.1 Understanding the Terms

Understanding the terms used in this chapter will help you during your search for a unit.

- ✓ **Discrimination (in renting):** The illegal practice of denying an individual or group the right to rent property based on the renter's race, color, religion, national origin, sex, disability, family status, or source of income.
- ✓ **Landlord:** An owner of real property who leases (rents) that property to a tenant under a lease agreement.
- ✓ **Maximum Initial Rent Burden:** The **maximum initial rent burden** is the maximum amount that your family can contribute to total housing costs at the time that you sign your initial lease.
- ✓ **Lease:** A written rental agreement that establishes all the terms of the agreement and that lasts for a fixed-term length of time (HPD allows leases that last for either one or two years).
- ✓ **Rental Agreement:** An oral or written agreement between a resident and an owner made before the resident moves in. The rental agreement establishes the terms of the tenancy, such as the amount of the rent and when it is due.
- ✓ **Realtor or Broker:** Agent who arranges for the rental of units on behalf of the owner in return for a commission on the rental fee.
- ✓ **RFTA:** Also known as the **Request for Tenancy Approval** or form HUD-52517, this form must be submitted by the owner and family as part of the Housing Choice Voucher program leasing process. It contains important information about the rental unit selected by the family.

- ✓ **Security Deposit:** A deposit or fee that the owner requires the tenant to pay at the beginning of the tenancy. The owner can keep some or all of the security deposit if, for example, the tenant moves out owing rent or leaves the unit damaged or dirtier than when the tenant moved in.
- ✓ **Tenant:** Someone who pays rent to use or occupy property that is owned by someone else.

6.2 Better Information, Better Choices: Factors to Consider

It may take you some time to find a suitable unit. Since your voucher will expire in 120 days, you should begin to look for a unit *as soon as possible*. Before making a decision, you should look around and compare rents, options, and locations.

There are many resources to help you find units available for rent. Among the resources that you should consider are:

➤ Websites

The internet is a good resource – you can often get a clear idea of what is available before you actually go out to look at units. You can usually search by specific criteria, such as neighborhood, price, bedrooms, square footage, etc. The major newspapers have online classifieds, and there are other websites with rental listings as well.

Owners interested in participating in HPD's rental subsidy programs register available units through the GoSection8 website. Voucher holders are encouraged to check these listings often. You may view information on available units at: <https://www.gosection8.com/logreg.aspx?user=tenant>.

➤ HPD Listings of Available Units

NYC Housing Connect listings include affordable housing opportunities across the five boroughs for a variety of income levels. NYC Mitchell-Lama Connect listings include open waiting list lotteries for Mitchell-Lama rental and co-op units.

These listings are updated frequently and are available for HPD Section 8 voucher holders in the Client Services office at 100 Gold Street.

You can also search and apply for these HPD housing listings online: <https://www1.nyc.gov/site/hpd/services-and-information/housing-connect-rentals.page>

➤ Realtors or Brokers

If you do not mind paying realtor or broker fees or if you do not have the time to spend finding a unit, you can use a realtor or broker to help you locate a unit. You may have to pay at least 10% of the yearly rent plus other fees to the realtor or broker. You will need to contact the realtor or broker to find out about their specific fees. HPD will **NOT** pay realtor or broker fees.

➤ **Signs and Bulletin Boards**

Other good sources of unit listings are bulletin boards and signs. Look in grocery stores, schools, libraries, and other places that you visit.

➤ **Friends and Family**

Talk to your friends and family and let them know what you are looking for. They may know about units for rent in the buildings where they live or in their neighborhoods.

➤ **Local Area Newspapers**

Newspaper classified ads are a good place to look for available rentals. They are usually organized by neighborhood and will give you an idea of the availability and prices in different neighborhoods. Many classified ads are listed by realtors or brokers, so unless you want to pay additional fees you should focus on listings by owners. HPD will **NOT** pay realtor or broker fees.

Location of Your Unit

Where your unit is located should be an important part of your decision about where to live. If you are looking in a neighborhood that you do not know well, you may want to walk or drive around the area to become familiar with the neighborhood. When you select a unit, you may want to consider:

- How close it is to your place of employment
- How close it is to your children's school(s)
- How close it is to public transportation
- How close it is to shopping (such as grocery stores) and other services
- Whether it is in a high crime area. You can check with the local police to find out this information.
- Is it in an Exception Payment Standards zip code?

Basic Unit Features

Your unit must meet HPD's Housing Quality Standards in order to be approved for the Housing Choice Voucher Program. These standards ensure that your unit will be decent, safe, and sanitary.

An HPD inspector will conduct an inspection before your HCV subsidy can begin. For more information, please see *Chapter 8: HQS Inspections* as well as the HUD publication "*A Good Place to Live!*"

You may want to ask the following questions when you are searching for a unit:

- Does the unit meet your family's needs?
- Are the windows and doors safe and secure?
- Is the unit large enough for your family?
- What are the conditions of the appliances?
- How old is the building?
- Are the heating and plumbing systems adequate?
- Does the building have a history of housing code violations? You can find this information on HPD's website by looking up the building address at:
<https://www1.nyc.gov/site/hpd/about/hpd-online.page>

Important: If there will be children under six years old living in your unit, the unit must be free of lead-based paint hazards. If there will be children 10 years old or younger living in the unit, the unit must have window guards. If there will be young children living in your unit, be sure to ask the owner about these. See Chapter 8, Section 8.11 on Lead-Based Paint.

6.3 Amenities

Another important factor to consider in choosing a unit is the amenities that are included:

- Are there laundry facilities in the building?
- Is it near a bus or subway stop? If you have a car, is parking available?
- Is there storage space?
- What is the condition of the paint and/or wallpaper?
- What kind of parking is available?

6.4 Maintenance

Together with the owner, you will need to do your part to keep the unit safe and clean. Before choosing a unit, you may want to consider:

- What are your responsibilities under your lease for maintaining your unit and common areas?
- If something breaks and there is an emergency situation, can a maintenance person be reached 24 hours a day?
- How well is the unit maintained?

6.5 Rent and Other Costs

Maximum Rent

When you are searching for a unit, keep in mind that your voucher can only pay up to a certain amount in rent. When you get your voucher, you will also get information on **payment standards** (see Chapter 4 for more on how these work). In your search, you should look for units where the rent is equal to or less than the payment standard (or Exception Payment Standard in certain zip codes).

Maximum Initial Rent Burden

The **maximum initial rent burden** is the maximum amount that your family can contribute to rent and utilities at the time that you sign your initial lease. Your maximum initial rent burden is equal to 40% of your monthly adjusted income. What this means is that you cannot pay more than 40% of your monthly income towards your housing costs.

If you select a unit where the gross rent is greater than the Payment Standard, you will be required to pay more than 30% of your monthly adjusted income. However, your share of the rent still cannot be more than 40% of your adjusted monthly income at the time that you sign your initial lease.

If the owner requested rent coupled with any applicable utility allowance results in a tenant rent which is greater than 40% of your adjusted monthly income, HPD will not approve the rent for the unit and you may have to search for a new unit if the owner does not agree to lower the rent.

Reasonable Rent

Units must be reasonably-priced, considering their quality and amenities, to ensure that the federal government does not pay more than the unit is worth in the private market. The term “reasonable” means that the owner’s proposed rent is comparable to the rents that are being charged for similar units in the same neighborhood. HPD considers the location, size, quality, unit type, age, amenities, services, maintenance, and utilities to be provided in determining whether a rent is reasonable or not.

The total rent requested by the owner cannot exceed HPD’s determination of a reasonable rent. The owner cannot charge more and you cannot pay more.

Security Deposit

If you are required to provide a security deposit, you should find out the conditions for getting it back at the end of the lease or if the lease is cancelled. HPD will **NOT** pay security deposits. See Chapter 7, Section 7.5 for more information on Security Deposits.

Utilities

Before making a decision, remember to consider whether or not the rent includes the cost of utilities (are you responsible for paying utility costs, or are these paid by the owner)?

After you move in, the owner cannot make changes to utility types or payment responsibility without notifying and receiving HPD approval.

Lease

Your lease should clearly state the rent, the terms and length of your agreement, and who is responsible for paying for utilities. See Chapter 7, Section 7.2 for more information on your Lease.

6.6 Watch out for Housing Assistance Scams

- **Do not pay money to have someone fill out your housing assistance application or recertification forms for you.** If you need help, you should contact HPD Client Services at **917-286-4300**.
- Do not pay money for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (such as maintenance or utility charges) or anything that is not listed in your lease.
- **Do not pay money to be placed on or to move up on a waiting list.**
- **Do not pay money to anyone to receive a Section 8 voucher or application.**

6.7 After Making Your Decision

Once you have completed your research, have contacted owners, have viewed units, and have found a unit that you would like to rent, **you and the owner must complete and sign the Request for Tenancy Approval (RFTA) and the HPD landlord package**. After the package is determined to be complete, HPD will make arrangements to conduct an inspection of the unit.

DO NOT MOVE INTO THE UNIT UNTIL HPD GIVES YOU FINAL APPROVAL. HPD will mail you notice of move in approval documents. At the same time, the HAP contracts and approved lease will be mailed to the owner to be executed and returned to HPD along with a signed lease. Once you receive this notice from HPD, you should contact the owner about signing the lease and receiving the keys. You may move in once your lease takes effect and you are provided access by the owner.

6.8 Housing Discrimination

Housing discrimination is against the law.

- HPD provides voucher holders with information regarding unlawful discrimination and how to report if you believe that you have been a victim of discrimination.
- New York State Human Rights Law prohibits owners of most buildings from discriminating against tenants or applicants for housing based upon source of income, which includes your

Section 8 voucher. If you believe that you have been the victim of income-based **housing discrimination** in the City of New York, you may file a complaint with the Law Enforcement Bureau of the City's Commission on Human Rights.

For more information on filing a complaint, call **718-722-3131** Or call **311**

Or visit <https://www1.nyc.gov/site/cchr/enforcement/complaint-process.page>

You may also report discrimination to the NYS Attorney General's Office at:
<https://ag.ny.gov/source-income-discrimination-form>

CHAPTER 7: Leasing

This chapter includes information about:

- ✓ *Required Documents*
 - ✓ *Lease*
 - ✓ *Landlord Package*
 - ✓ *Inspections*
 - ✓ *Security Deposit*
 - ✓ *Documentation*
 - ✓ *HPD Review*
 - ✓ *HAP Contracts*
 - ✓ *Moving In*
 - ✓ *Changes in the Lease*
 - ✓ *Lease Renewal*
-

Once you have found a suitable unit, there are several things that you will need to do before you can move in. In this chapter you will find information to help you complete the **leasing** process.

7.1 Required Documents

Once you have found a unit that you would like to rent, before your voucher expires and before you sign the lease you **must submit the following documents** to HPD before HPD can approve the unit:

- ✓ Completed Landlord Package, including the Request for Tenancy Approval (RFTA)
- ✓ Copy of the proposed lease
- ✓ Copy of the Shareholder's Agreement, Proprietary lease, or deed (if you own the unit, such as a co-op apartment)

7.2 Lease

The owner will provide you with a **lease**, which must be submitted to HPD ***before you sign it.***

- Your lease must contain:
 - ✓ Name of owner and tenant
 - ✓ Address of the unit rented (including the unit number)
 - ✓ Term (initial and provisions for renewal)
 - ✓ Amount of monthly rent to owner

- ✓ Specifications as to which utilities and appliances will be supplied by the owner and which will be supplied by the family
- For new tenancies, the lease must begin on either the 1st or the 15th of the month.
- Your lease must comply with state and local law and include the HUD-required Tenancy Addendum as an attachment.
- The Tenancy Addendum includes requirements the owner must follow when leasing a unit to a Section 8 Voucher holder. The terms of the Tenancy Addendum prevail over any of the terms in the Lease.
- Initial lease terms are usually a minimum of 12 months. You may sign a lease for a longer period of time if you choose, but your lease term must be at least 12 months (one year).
- Be sure to review your lease carefully. It is a legally-binding document.
- You should consider whether you can get out of the lease/contract if an emergency or unforeseen circumstance arises, and whether there is a penalty or fee if you need to do this.
- Do not sign a separate agreement for services, appliances, and other items or amenities outside those that are provided under the lease, unless the agreement is in writing and approved by HPD.

7.3 Landlord Package

If you are receiving a tenant-based subsidy, HPD will provide you with a blank Landlord Package at the briefing session. Once you have located a unit, you and the owner must complete the Landlord Package and submit it to HPD.

- The **Landlord Package** includes both HPD and HUD-required forms that collect the basic information about the rental unit, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease.
- For apartments subject to rent stabilization, owners must certify the most recent rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
- Owners must certify that they are not the parent, child, grandparent, grandchild, sister, or brother of any member of your family, unless HPD has granted an exception to this rule.
- Owners must certify that the unit, common areas, and exterior are free of lead-based paint hazards and complete a Lead-Based Paint Disclosure form, signed by tenant and owner/agent.

- Both you and the owner must sign the Request For Tenancy Approval (RFTA) form.
- You may not submit more than one Landlord Package at a time.
- After the Landlord Package is determined complete, HPD will make arrangements to conduct an inspection of the unit.
- If you are using your subsidy in the apartment where you already reside and the owner is completing a building-wide Landlord Package, you will not need to submit a Landlord Package. Ask the owner of your unit whether this is the case with your building. If this is the case, only the RFTA, the Lead-Based Paint Disclosure form, and the lease must be submitted.

7.4 Inspections

To ensure that your unit is clean and safe to live in and meets basic Housing Quality Standards, it must pass **inspection** before your HAP contract can be signed and then at least once each year during the term of the contract. See *Chapter 8: HQS Inspections* for more information.

7.5 Security Deposit

You may be required to pay a **security deposit** to the owner.

- HPD will **NOT** pay for security deposits or any other additional costs outside of rent and utilities. You may be eligible to receive assistance from the NYC Human Resources Administration (HRA) towards a security deposit; for more information, call **311** or the HRA Infoline at: **1-877-472-8411**.
- If you renew your lease and the rent increases, you may be responsible for an additional security deposit amount equal to the amount of the rent increase.
- HPD will prohibit the owner from collecting a security deposit if it is more than the amount charged in the private housing market or charged to unassisted tenants.

Return of Security Deposit

- When you move out of the unit, the owner may use the security deposit, including any accrued interest, as reimbursement for any unpaid rent, damages to the unit, or for other amounts you owe under the lease, subject to state or local law.
- The owner must give you a written list of all items charged against the security deposit and the amount of each item.
- After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund to you the full amount of the unused balance.
- If the security deposit is not sufficient to cover amounts you owe under the lease, the owner may seek to collect the balance from you.

7.6 Documentation

To avoid disputes or misunderstandings with the owner of your unit, get ***everything in writing***. Be sure to keep copies of your correspondence and follow up any spoken agreements with a letter or email stating your arrangement with the owner.

- A new lease and HAP contract are ***not*** required when your family composition changes or the amount of rent to the owner changes.
- A new RFTA, lease, and HAP contract ***are*** required for changes in which utilities the tenant or the owner will provide.
- A new RFTA, lease, and HAP contract ***are*** required if you move to a new unit, even if the unit is in the same building or complex.

7.7 HPD Review

HPD will **review** the proposed lease and RFTA to ensure that:

- ✓ The unit is eligible
- ✓ The unit meets Housing Quality Standards (HQS)
- ✓ The rent is reasonable
- ✓ The security deposit is reasonable
- ✓ The proposed lease complies with HUD and HPD requirements
- ✓ The owner can be approved and there are no conflicts of interest
- If the lease and RTFA are not approved, HPD will notify you and the owner. You will be given another RFTA and you can continue to search for eligible housing.

7.8 HAP Contracts

After your rent and lease are approved and the unit passes inspection, HPD will execute a HAP contract with the owner.

- The **HAP contract** describes in detail program requirements that affect the owner and the owner's roles and responsibilities in the HCV Program.
- After you sign a lease and the owner and HPD have executed the HAP contract, you will receive a Rent Breakdown letter. The lease that you signed states the full contract rent for your unit. Your Rent Breakdown letter will specify the dollar amount that you are required to pay to the owner each month.

- After your unit passes HQS inspection, HPD will do a final review of your case before you lease up. Your HAP contract will be effective on at least two weeks after the review, on the next 1st or 15th of the month.
- The HAP contract must be executed within 60 days of issuance by HPD.
- No payments will be made until the HAP contract is executed and returned to HPD with an executed lease.
- If an executed HAP contract is not returned to HPD within the 60-day term, will be voided by HPD. You and the owner will be notified that if you intend to live there, a new contract may be requested with a prospective subsidy effective date. If you do not intend to live there, you must come in to receive additional time on a voucher to search for another unit.

7.9 Moving In

If you do not already reside in the apartment, **DO NOT MOVE INTO THE UNIT UNTIL HPD GIVES YOU APPROVAL.** HPD will mail you notice of move in approval documents. At the same time, the HAP contracts will be mailed to the owner to be executed and returned to HPD along with a signed lease. Once you receive this notice from HPD, you should contact the owner about signing the lease and receiving the keys. You may move in once your lease takes effect and you are provided access by the owner.

7.10 Changes in the Lease

If you and the owner agree to **alter your lease**, any changes must be in writing, dated, and signed by both of you.

- Owners must provide HPD with a copy of the revised lease.
- HPD will approve the revised lease if it complies with HUD requirements.
- **You are responsible for paying what is listed on your rent breakdown letter. The owner of your unit cannot charge you a higher rent unless and until you receive a new Rent Breakdown letter from HPD.**

7.11 Lease Renewal

Your lease will specify the terms for **renewal**, including whether the owner can increase the rent and by how much.

- You are *required* to renew your lease if the owner offers you a lease renewal and you wish to continue receiving your Section 8 subsidy. If you are eligible to move and wish to do so when your current lease expires, you need to contact HPD before the expiration date to request permission to move with continued assistance. See *Chapter 14: Moves* for information on how to do this.
- The owner must continue to accept your voucher for subsequent lease renewals according to the terms of your original lease.

- To request a change in the rent, the owner must submit a signed renewal lease to HPD at least 60 days before the proposed effective date for the renewal.
- HPD will not automatically process your lease renewal. It is the owner's responsibility to request a lease renewal. HPD will not notify the owner if your lease is about to expire.
 - While it is the owner's responsibility to request any changes in rent, HPD will accept submissions from tenants as well.

CHAPTER 8: HQS Inspections

This chapter includes information about:

- ✓ *Types of Inspections*
 - ✓ *Scheduling Your Inspection*
 - ✓ *Entering the Unit*
 - ✓ *Passing Inspection*
 - ✓ *Failing Inspection: Owner-Caused*
 - ✓ *Failing Inspection: Tenant-Caused*
 - ✓ *Reporting HQS Deficiencies*
 - ✓ *Smoke Detectors*
 - ✓ *Carbon Monoxide Detectors*
 - ✓ *Lead-Based Paint*
 - ✓ *Notification of Inspection Results*
-

To ensure that your unit is clean and safe to live in, it must meet HPD's Housing Quality Standards (HQS). Your unit must pass an HQS inspection before your HAP Contract can be signed, and then at least once every two years during the term of the contract. Both the tenant and the owner have specific responsibilities to make sure that the unit meets HQS standards at all times. In this chapter you will learn important information about **Housing Quality Standards (HQS) Inspections**.

8.1 Understanding the Terms

Understanding the terms used in this chapter will help you understand the inspection process.

- ✓ **HQS:** Also known as **Housing Quality Standards**, these are the standards that your unit, building, and premises must meet. These standards are set by the U.S. Department of Housing and Urban Development (HUD).
- ✓ **Inspector:** The HQS Inspector is an employee of HPD. The inspector is certified to determine whether your unit passes or fails an inspection.
- ✓ **Life-Threatening or Emergency Conditions:** These are conditions that HPD determines may endanger the health or safety of your family and that must be corrected within 24 hours of notification.
- ✓ **Division of Code Enforcement:** The inspectors who conduct HQS inspections are part of HPD's Division of Code Enforcement. In addition to HQS, they also inspect your unit and the building based on New York City's **Housing Maintenance Code (HMC)**. These are local standards set by the City of New York that are similar to HQS. If inspectors find any HMC violations, your landlord will be responsible for fixing them.

8.2 Types of Inspections

Below are the most common types of HQS inspections. See the HQS Frequently Asked Questions in Appendix C for more information about inspection types and procedures:

➤ Initial Inspections

Your unit must pass inspection *before* you can move in. Even if you are already living in the unit, it must be inspected by HPD before the HCV subsidy process can begin.

➤ Routine Inspections

In addition to the Initial Inspection, HPD must inspect your unit **at least** once *every two years* while you are participating in the HCV Program. If HPD finds violations during this inspection, they must be repaired, usually by the owner. However, if the violations occur as a result of tenant-caused damages, the tenant must make these repairs.

➤ Re-inspections

HPD will conduct a Re-inspection on your unit if you caused HQS violation(s) that had to be repaired.

8.3 Reporting HQS Defects

The owner of your unit is responsible for keeping your unit in good repair. Contact the owner to **report problems** with your unit. If the owner does not make the corrections, you may report them by calling **917-286-4300**.

You can also report complaints relating to HQS conditions by **calling 311**. If you, the owner, or someone else reports that your unit does not meet HQS standards, HPD may conduct an HQS Complaint Inspection.

You should report life threatening conditions to HPD's Division of Code Enforcement by **calling 311 or 911**. HPD will immediately conduct inspections where conditions create hazardous situations.

8.4 Scheduling Your Inspection

In order for HPD to **schedule an Initial Inspection**, you must submit a completed Landlord Package to HPD.

- If you are **already living in the unit**, you will receive written or telephone notification of your inspection appointment.
- If you need to reschedule, you must contact HPD before the scheduled appointment date.
- If you miss the first scheduled appointment without requesting a new date, a second inspection will automatically be scheduled for you.

- **Your assistance may be *denied* if you are responsible for providing access for an initial inspection and you miss two scheduled inspection appointments without HPD approval.**
- If you are **not already living in the unit**, the owner will be notified of an inspection appointment and is responsible for providing access.

HPD will **schedule Routine Inspections** automatically. Routine inspections may be scheduled less than 24 months apart.

- You will receive written or telephone notification of your inspection appointment.
- If you need to reschedule, you must contact HPD before the scheduled appointment date.
- If you miss the first scheduled appointment without requesting a new date, a second inspection will automatically be scheduled for you.
- **Your assistance may be *terminated* if you miss two scheduled inspection appointments without HPD approval.**

8.5 Entering the Unit

Tenant Responsibility

If you are already living in an HPD-subsidized unit, you **must provide access to your unit for HPD HQS inspections**. Someone who is at least 18 years of age must be home to allow the inspector into your unit. This does not apply to Initial Inspections of a unit before you move in. In Initial Inspections, the owner is responsible for providing access to the unit.

You are only allowed to cancel a scheduled inspection once in any 12-month period, and you must cancel at least 48 hours ahead of the scheduled appointment.

You must provide access to your unit for the owner to make repairs. You will not be given an emergency move voucher based on HQS violations if you do not allow the owner access to make repairs.

Owner Responsibility

Owners are responsible for providing access to the unit for initial inspections, unless the tenant is already living in the unit. If the owner misses two inspection appointments, the RFTA will be cancelled and your voucher will be extended for 60 days so that you can find another unit.

8.6 Passing Inspection

In order to **pass inspection**, your unit must be clean and safe to live in. Your unit must meet HUD's Housing Quality Standards (HQS). The unit must have:

- Central heat
- Hot and cold water
- A private bathroom with all facilities (except for Single-Room Occupancy units)
- A fully-equipped kitchen (except for Single-Room Occupancy units)
- A window or other outside light source in each living room and bedroom
- An adequate number of bedrooms for your family
- Adequate lighting
- Proper ventilation
- Walls, floors, and ceiling in good shape
- The building must be in good, clean condition, properly secured, and free from safety hazards.

The most common HQS deficiencies that result in inspection failures are related to:

- Missing or inoperable smoke detectors
- Missing or inoperable carbon monoxide detectors
- Broken window balances

8.7 Notification of Inspection Results

Initial Inspection

- If your unit passes initial inspection, HPD will issue a subsidy approval notice and HAP contract.
- If your unit does not pass after several initial inspection attempts, HPD will inform you and invite you to search for another unit.
- If you are already living in the unit and do not provide access for an initial inspection after two attempts, HPD will issue a notice that your subsidy has been denied.

Routine and HQS Complaint Inspections

- If your unit fails a Biennial Inspection or HQS Complaint Inspection because of life-threatening conditions, you will be notified by the HQS Inspector or contacted by telephone and told who is responsible for correcting the violation.
- If your unit fails a Biennial Inspection or HQS Complaint inspection because of non-life-threatening conditions, you will receive written notification of the results, including who is responsible for correcting the violation and the time frame for correcting it. HPD allows self-certification of completed repairs for non-emergency, owner-caused items. If you, a member of your household, or a guest caused a failure item, you will receive notice of the scheduled Re-inspection date.

8.8 Failed Inspection: Owner-Caused

Initial Inspection

If the unit **fail inspection before you move in**, you have the option of searching for a new unit or waiting for the deficiencies to be corrected. However, the owner may choose not to correct the deficiencies in a timely manner. If this is the case, you will need to continue your housing search and find another unit.

Other Inspections

If your unit **fails a Biennial or HQS complaint inspection because of owner-caused deficiencies**, the owner must complete the repairs within the time frame specified by HPD, unless HPD grants an extension. Life-threatening conditions as defined by HPD must be corrected within 24 hours. If the owner fails to correct the problems, HPD will stop the HAP payment to the owner. You will not be responsible for the HAP portion of the rent; however, you *must* continue to pay your share of the rent. HAP payments will not resume until all the deficiencies are corrected and the unit passes inspection.

If the owner does not make the repairs in a timely manner, you will receive a Required Move Notice so that you can request a new voucher to search for a new unit, and HPD will terminate the HAP contract for the unit.

8.9 Failed Inspection: Tenant-Caused

If you, a member of your household, or a guest **cause an HQS deficiency and your unit fails a Biennial or HQS Complaint Inspection**, the family must correct the defect within the time frame specified by HPD. If repairs are not made within the required timeframe, HPD may terminate your subsidy.

Some examples of tenant-caused deficiencies are:

- A frayed or damaged electrical cord that is tenant-caused
- No battery in the smoke or carbon monoxide detector or either detector is inoperable

- Damage to the unit in excess of normal wear and tear
- An illegal window gate on a fire escape window
- No electricity when the tenant is responsible for the payment of utilities

HPD will conduct a reinspection of your unit at the end of the required time frame to confirm that any tenant caused HQS defect has been corrected.

8.10 Smoke Detectors

America's fire death rate is one of the highest in the industrialized world. Fire kills nearly 4,000 and injures more than 20,000 people in the U.S. each year.

- One of the most important fire safety devices for the home is the smoke detector or alarm.
- Your building owner is responsible for installing **smoke detectors** in accordance with the law.
- You are responsible for maintaining smoke detectors in working order, including replacing batteries. Do not under any circumstances remove the batteries without immediately replacing them.

8.11 Carbon Monoxide Detectors

Carbon monoxide is the leading cause of fatal poisonings in North America. Exposure to high concentrations of carbon monoxide can cause death in just a few minutes.

- Carbon monoxide is a colorless, odorless, tasteless, toxic gas that is difficult for people to detect.
- Because carbon monoxide has no smell, taste, or color, it is important to have good ventilation, to maintain all appliances regularly, and to have a reliable **carbon monoxide detector** in your home.
- Your building owner is responsible for installing carbon monoxide detectors in accordance with the law.
- You are responsible for maintaining carbon monoxide detectors in working order, including replacing batteries.
- Some of the symptoms of carbon monoxide poisoning are headache, dizziness, nausea, and shortness of breath. If you have any signs of carbon monoxide poisoning you should immediately go to a hospital emergency room, particularly if several people in the household are affected or if pets are affected as well.

8.12 Lead-Based Paint

Many buildings in New York City have layers of paint and plaster that contain lead. Each year thousands of children are poisoned from eating paint chips, dust, or plaster that contain lead. Lead poisoning can lead to disabilities, blindness, and even death.

- Before your unit is approved for the HCV Program, it must meet federal and City requirements on **lead-based paint**. These requirements are reviewed during the initial HQS inspection. Inspectors will also look for potential lead-based paint hazards at Biennial inspections for assisted units with children under the age of six residing in the unit.
- If you have a child under the age of six in your unit, you should check the walls, ceilings, windowsills, railings, woodwork, and any other exposed paint surfaces in your unit carefully. If you see flaking or peeling paint or plaster, call the owner or building manager immediately and ask them to fix the problem. You should also report this condition to HPD by calling the Code Enforcement line at: **212-863-8515** or by calling **311**.
- The symptoms of lead poisoning are:
 - ✓ Extreme crankiness
 - ✓ Loss of appetite
 - ✓ Stomach aches
 - ✓ Frequent vomiting
- These symptoms may not show up in the early stage of lead poisoning. If you have seen your child eating pieces of paint or plaster you should have your child tested for lead-based paint poisoning immediately, even if your child seems healthy.
- A simple blood test is given to detect lead poisoning. The New York City Department of Health and Mental Hygiene (DOHMH) gives free tests for lead poisoning at their District Health Centers throughout New York City. You can locate the nearest District Health Center by looking in your telephone directory or by calling **311**.
- If a child is found to have an Elevated Blood Lead Level) EBLL, DOHMH conducts an environmental investigation of the unit where the child lives to see if there is evidence of lead-based paint hazards. If DOHMH finds lead-based paint in your Housing Choice Voucher-assisted unit during an investigation, they will notify HPD and the owner of your unit will be required to repair any peeling paint within a set timeline. If it is not repaired in time, HPD will stop payments to the owner until the repairs have been completed and certified.

CHAPTER 9: Family Responsibilities

This chapter includes information about:

- ✓ *Family Obligations*
 - ✓ *Reporting Changes*
 - ✓ *Failure to Report Changes*
 - ✓ *Absence from the Unit*
-

As an applicant or participant in the Housing Choice Voucher Program (HCV) your family has the **responsibility** to abide by the rules and requirements of the program. You must comply with the law, and you are responsible for violations caused by deliberate acts, negligence, and abuse. If you do not comply with these requirements you may be denied participation in or terminated from the program.

9.1 Family Obligations

Participating families must comply with all **HCV Program obligations**.

Provide Information

You must provide family information that HPD or HUD determines is necessary in the administration of the program, including:

- Any requested certification, release, or other documentation
- Information on family income and composition for use in an annual or interim recertification
- Social Security numbers and verifications
- Signed consent forms for obtaining information

All information must be true and complete.

Maintain Your Unit

Maintain your unit in good condition. Do not damage the premises or allow guests to cause damage beyond normal wear and tear, either on purpose or through neglect. You are responsible for the actions of your guests.

- You are responsible for any Housing Quality Standards (HQS) deficiency or inspection failure caused by your family or by anyone that you allow into your unit
- You must allow HPD to inspect the unit at reasonable times and after reasonable notice

Meet Your Rent and Other Financial Obligations

- You must pay your share of the rent on time
- You must pay for the utilities for which you are responsible according to your lease

Use Your Housing Unit As Your Only Residence

- Your unit is to be used for residence by your family and must be your family's only residence

Honor All Provisions of Your Lease and Comply with All HCV Program Requirements

- Know and comply with the conditions of your lease and the HCV program's requirements

Other Important Family Obligations

- You must request and receive written approval from HPD to move out of the unit
- You must promptly give HPD a copy of any owner eviction notice

You Must Not....

- Commit any serious or repeated violations of the lease
- Assign the lease, sublet the unit, rent out a room in the unit, or transfer the unit
- Own or have any financial interest in the unit (HPD allows some exceptions for owners of co-op apartments)
- Receive HCV assistance while receiving another housing subsidy for the same unit or for a different unit under any duplicative housing assistance program
- Engage in profit-making business or activities in the unit, unless the activities are approved by the owner or are in accordance with the lease, are legally-permissible, and are not the primary use of the unit
- Engage in any 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

9.2 Reporting Changes

Changes in Family Composition

- Promptly (within 30 days of the change or at the time of annual recertification, whichever is sooner) inform HPD of any changes in family composition between your annual recertifications. Family composition refers to who is living in your

household. Changes in family composition that must be reported include the birth, adoption, or court-awarded custody of a child, or if a family member leaves or is removed from the unit or passes away.

- You must obtain HPD approval for any additional family members before the new member moves into the unit

HPD does not need to pre-approve additions to your household due to marriage, legally-recognized domestic partnership, or the birth, adoption, or court-awarded custody of a child. In these cases, you must inform HPD of the change immediately; however, upon screening of new additions, HPD reserves the right not to approve an addition based on the screening results.

- Addition of foster children to the household must be pre-approved by HP.
- All new household members age 18 or older must submit any documentation or paperwork requested by HPD and will be screened by HPD to determine if they are receiving subsidy elsewhere, or if they owe debts to a federal housing program at HPD or another PHA

Changes in Income

- Report changes in income at your next annual recertification and/or at HPD's request
- You may report changes in income before your next scheduled recertification, but you do not have to do so
- If you report changes in income prior to the annual recertification, HPD will conduct an interim recertification and may adjust your share of the rent
- HPD may elect to conduct a certification as needed, including but not limited to actions to reflect changes which may not have been reported, or for Family Self-Sufficiency participants, households whose income is less than \$2,000, and households who report new income as a replacement of prior income.

9.3 Failure to Report Required Changes

HPD may terminate your assistance if you fail to report required changes, such as changes in family composition, income information, and/or other required information.

9.4 Absence from the Unit

You must notify HPD immediately if you or your family member(s) will be **absent from the unit** for more than 30 days. If you do not notify HPD promptly, HPD may terminate your assistance.

A family member may be absent from the unit for brief periods, but not for more than a total of 90 days in a calendar year, unless the absence is a result of hospitalization, incarceration up to 180 days, attendance at school and other reasons included in HPD's policy document.

CHAPTER 10: Owner Responsibilities

This chapter includes information about:

- ✓ *Owner Eligibility*
 - ✓ *Owner Obligations*
 - ✓ *Sale of Units*
-

The role of your landlord or owner is to provide decent, safe, and sanitary housing to you at a reasonable rent. This means that your unit must pass Housing Quality Standards and be maintained according to those standards at all times. The owner is also expected to provide the services agreed to in your lease and in the contract signed with HPD. An owner may not be allowed to continue participating in the HCV Program if these responsibilities are not met. You should review this chapter carefully so that you know your **landlord or owner's rights and responsibilities** under the HCV Program.

Note: "owner" and "landlord" are used interchangeably in this chapter and throughout this Briefing Book.

10.1 Owner Eligibility

Any owner who wishes to lease to HCV voucher holders **must be approved by HPD**.

HPD **will not** approve an HCV-assisted tenancy if the owner is debarred, suspended, or subject to a limited denial of participation in federal contracts, or if the owner fails to supply documents needed to complete the City vendor registration process.

HPD **may decide not to** approve an HCV-assisted tenancy in the following circumstances:

Violations

- A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements
- 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 this action is pending
- The owner has violated obligations under one or more HAP contracts
- The owner has a history of Class "C" Housing Maintenance Code violations as determined by HPD. Class "C" Housing Maintenance Code violations are considered "immediately hazardous," and include inadequate supply of heat or hot water, rodents, peeling lead paint in dwellings where a child under six years of age resides, and broken or defective plumbing fixtures, plaster, or faucets.

Criminal Activity

- The owner has committed acts of fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

- The owner has participated in any drug-related criminal activity or any violent criminal activity

Refusal to Evict

- The owner has a history of refusing to evict assisted-housing tenants for activity that threatens the residents, neighbors, HPD employees, or owner's employees, including drug-related criminal activity or violent criminal activity

Non-Compliance with Housing Standards

- The owner has current or previous 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
- The owner has engaged in or threatened abusive or violent behavior toward HPD personnel

Outstanding Obligations

- The owner fails to pay state or local real estate taxes, fines, or assessments

Owners that have entered into a legal agreement with HPD to pay outstanding obligations may be approved for participation in the voucher program on a case-by-case basis

Relationship with Family

- The owner is a parent, child, grandparent, grandchild, sister, or brother of any family member that will reside in the HCV-assisted unit. HPD may waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

10.2 Owner Obligations

Tenant Screening and Selection

- Tenant screening and selection are the responsibility of the owner
- HPD encourages owners to consider a family's background with respect to payment of their rent, care of their unit and premises, and criminal activity
- HPD will provide only information that is required by regulations and only if the owner requests this information in writing
- To assist owners in determining applicant suitability, HPD may provide the owner with the name and address, if known, of the landlord at your current and prior address (unless the family's location must be protected due to domestic violence or witness protection)
- HPD will *not* provide prospective owners with information about the family's income, household composition or past rent payment history

Rent Increases

- Rent increases are governed by the terms of the lease and any applicable regulatory agreements or federal, state or local laws, such as local rent stabilization laws and rent control laws, and may be governed by another government agency based on the law or on federal annual adjustment factors
- **You are responsible for paying what is listed on your rent breakdown letter. The owner of your unit cannot charge you a higher rent unless and until you receive a new Rent Breakdown letter from HPD.**
- To request a rent increase the owner must submit a Rent Increase Form, a signed renewal lease, and any additional required documentation needed to justify the increase request to HPD at least 60 days before the proposed effective date of the increase
- HPD will review proposed rent increases to determine whether they are reasonable
- Approvals of all reasonable rent increases will depend on whether HPD funds are available for the increased HAP payment
- Rent increases must be in accordance with the terms of your current lease agreement and the HUD Tenancy Addendum

Comply with HAP Contract, Lease, and Tenancy Addendum

- As part of the review and approval process for a new lease-up, the owner must submit the Landlord Package/RFTA and all required supporting documentation (the tenant may submit this on behalf of the owner)
- The owner must comply with all provisions of the HAP contract, the lease, and the Tenancy Addendum
- The owner must notify HPD of any:
 - Rent increase requests
 - Change of ownership
 - Change of owner address

Maintain HQS Compliance

HCV Program regulations require that all units meet basic Housing Quality Standards (HQS) to ensure the health and safety of program participants. See *Chapter 8: HQS Inspections* for more information. Owners' responsibilities include:

- Comply with all HQS items except those specifically assigned to tenants
- Perform ongoing maintenance
- When necessary, perform paint stabilization to correct deteriorated paint, in accordance with federal and local law

- Disclose known lead-based paint hazards to potential tenants prior to executing a lease
- Provide all prospective families with a copy of *Protect Your Family from Lead in Your Home* or another EPA-approved document about lead-based paint
- Notify tenants each time lead hazard reduction and clearance activities are performed
- Perform all work in accordance with HUD-prescribed safe work practices and conduct

Other Owner Responsibilities

Other owner responsibilities include:

- Routine owner functions:
 - Lease enforcement
 - Maintenance
 - Collect tenant's share of the rent
 - Charge tenants for damages
- Comply with Fair Housing and Equal Opportunity requirements.
- Pay for utilities, maintenance, and services, unless they are paid for by the family under the lease terms

10.3 Sale of Units

If the owner wants to sell your unit, they must notify HPD of their intent to sell it at least 30 days before the anticipated closing date and notify HPD when a contract for sale has been executed.

If the unit you are renting is **sold** to another owner, HPD may transfer the HAP contract to the new owner at the new owner's written request. HPD may deny approval of the HAP contract if the new owner is ineligible.

CHAPTER 11: Continued Occupancy

This chapter includes information about:

- ✓ *Annual Recertification*
 - ✓ *Interim Recertification*
 - ✓ *Verification*
 - ✓ *Reporting Changes*
 - ✓ *Absence*
 - ✓ *Rent Changes*
-

The Housing Choice Voucher (HCV) Program requires you to fulfill certain obligations if you want to continue to participate in the program. One of these obligations is completing an **annual recertification**. About once a year, HPD will reexamine your income and family composition in order to determine whether you remain eligible to participate in the program and to calculate your family's share of the rent and the HAP payment to be made on behalf of your family. In this chapter you will find information to help you understand how the recertification process works.

11.1 Annual Recertification

At your **annual recertification**, HPD will determine your continued eligibility and will make any necessary adjustments to your portion of the rent and the HAP payment that HPD makes on your behalf.

The annual recertification is usually conducted by mail, but HPD may require that you come into the office in person.

You are required to report all changes in income and family composition at your annual recertification.

Recertification Overview

- Your first annual recertification will usually be scheduled approximately one year after you join the program, around the anniversary of your unit lease-up date. Approximately 90-120 days (three to four months) prior to your scheduled annual recertification date you will receive a Recertification Package in the mail.
- Your annual Recertification Package includes:
 - ✓ A summary of the information that you provided to HPD at your last certification.
 - ✓ *Authorization for the Release of Information and Privacy Act Notice* form.
 - ✓ *Declaration of Employment Status* form.

- ✓ *Declaration of All Income* form. List all income sources on this form. Examples of income sources include employment wages, Social Security/SSI, Public Assistance, etc. Inform HPD of any changes from the previous year's information, which may be pre-printed on your package.
- ✓ *Verification of Wages* form. List only information about employment income.
- ✓ *Verification of Assets* form. List information on any assets that a household member owns. Examples of assets include bank accounts, retirement accounts, stocks, real estate, etc. Inform HPD of any changes from the previous year including closed accounts or updated balances, which may be pre-printed on your package.
- ✓ *Declaration of Un-Reimbursed Medical & Pharmacy Expenses* form.
- ✓ *Declaration of Un-Reimbursed Disability Expenses* form.
- ✓ *Verification of Student Status* form. List information on any household members 18 years or older who are full-time students.
- ✓ *Verification of Absent Parent(s)* form.
- ✓ *Verification of Childcare Expenses* form.
- ✓ *Request to Add a Household Member* form.
- ✓ *Request to Remove Household Member* form.
- ✓ Family Self-Sufficiency Program notice

Return Documents to HPD

- **You must complete all documents included in the Recertification Package**, including third-party release forms, and return them to HPD on or before the due date printed on the package.
- If you return your third-party verification forms with incomplete information, HPD will attempt to verify the missing information. However, it is *your* responsibility to make sure that HPD receives all needed information by the package due date.
- If you are in the process of obtaining income documentation, HPD will accept partially-completed packages. Complete income verification will still be required before you can be recertified.
- If you do not return the completed Recertification Package by the specified return date, HPD will send you a Pre-Termination Notice of Section 8 Non-Compliance and a Request for Conference form.
- If you need to meet with HPD staff to resolve any outstanding matters after you receive your Pre-Termination notice, you may request a conference. To request a

conference, return the Request for Conference form to HPD. You will have 15 calendar days from the Pre-Termination Notice of Section 8 Non-Compliance notice date to request a conference.

- If you fail to respond to the Pre-Termination Notice, HPD will send you a Termination Notice, including information on the appeal process.
- Termination will be effective the last day of the month following a 30-day notice period of termination.

Rent Breakdown Letter

- HPD will review and verify the information included in your recertification package and your family share of the rent will be recalculated.
- Your family share of the rent may change based upon this information.
- HPD will send a Rent Breakdown letter to you and the owner that specifies your family share of the rent and the HAP to be paid by HPD. Generally, you will receive at least 30 days advance notice of a rent increase. If you have caused a delay in completing your recertification, you may lose your right to advance notice of the rent increase.
- If your rent has changed, your Rent Breakdown letter will specify the effective date of the change.

11.2 Interim Recertification

HPD conducts an **interim recertification** for all changes in family income or family composition (who lives in your household) that you report between your annual recertifications.

- **You are required to report changes in your family composition between annual recertifications in a timely manner (within 30 days).**
- **You are required to report increases in your household income at your next annual recertification and at HPD's request.**
- You **may choose to** report increases or decreases in your income at any time between annual recertifications. If HPD is conducting an interim recertification for another reason, you must report income changes at that time.
- HPD may require that non-elderly, non-disabled households reporting zero income or less than \$2,000 in annual income complete recertifications more frequently than once per year. This decision will be made on a case-by-case basis.
- Your share of the rent may change depending on whether your family composition, income, and/or expenses increase or decrease.
- HPD will verify any changes that are reported, will recalculate your income and rent, and will notify you and the owner of any changes in the tenant share of rent and the HAP.

- HPD will *not* recalculate your share of the rent if your income decreases because of loss of welfare benefits due to fraud or because of your failure to participate in self-sufficiency or work activity requirements.
- When you report changes and HPD conducts an interim recertification, HPD staff will provide you with an Interim Recertification Request form. This form lists all the documents you are required to provide to HPD related to the change(s) you are reporting.

Increases in Family Size

- **You *must* report additions of family members within 30 days or at the time of annual recertification, whichever is sooner.**
- **You *must* obtain HPD approval of any additional family member before the new member occupies the unit,** except for additions due to:
 - ✓ Marriage
 - ✓ Domestic partnership
 - ✓ Birth
 - ✓ Adoption
 - ✓ Court-awarded custody
- If you add family members, you will be provided a larger voucher size if funding is available and you qualify for the larger voucher size. However, you will not be required to move unless the addition of family members results in overcrowding.
- You may add household members who do not have eligible immigration status as long as **at least one member of your household** is a citizen or has eligible immigration status, as explained in Chapter 3.
- As funding allows, you will be required to move if the addition of family members results in overcrowding.

Decreases in Family Size

- **You *must* report decreases in family size within 30 days.**
- At your first annual recertification following the decrease, your new family size will be used to determine your payment standard.
- If you are overhoused according to HPD subsidy standards, you will be required to move to an appropriately-sized unit or to pay the additional cost out of pocket to remain in the unit. See *Chapter 12: Enhanced Vouchers* for exceptions to this policy.
- If your family size decreases, you will be given a smaller voucher size.

- If your family breaks up into multiple households, HPD will determine which family member will get the voucher. This may be determined by factors such as, but not limited to, mutual consent, child custody, a court-stipulated determination or domestic violence considerations.

11.3 Rent Changes

Increases in Your Family Share

- If your **family share of the rent increases** due to changes in your family composition or income that you reported in a timely manner, a notice will be sent to you 30 days in advance informing you of the increase. The increase will be effective on the first day of the month following the notice date.
- If your family share of the rent increases because you misrepresented your income or family composition, HPD 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 taken effect* if you had reported the change in a timely manner.
- If your family share of the rent increases because you caused a delay in your recertification process, the increase will be effective on the first day of the month following completion of your recertification, with no 30-day notice provided.
- If you misrepresented your income or family composition, you will be responsible for repaying any rent amount owed had you reported your income and/or family composition correctly to the owner or to HPD. You may be required to sign a repayment agreement for the underpaid amount. HPD is under *no obligation* to enter into a repayment agreement and may terminate your assistance without offering a repayment plan.

Decreases in Your Family Share

- If your **family share of the rent decreases** due to a change you report at your annual certification, the decrease will be effective on the anniversary date of your annual recertification.
- If you report a change between recertifications, you must provide HPD with sufficient documentation. If you submit these documents within 90 days, the decrease will be effective on the first day of the month following the date that you reported the change. If you submit documents after 90 days have passed, the decrease will be effective on the first day of the month following the date that HPD receives all required documents.
- If you cause a delay so that your recertification is not complete by the annual certification anniversary date, the decrease in your family share of rent will be effective the first day of the month after your recertification is completed.

11.4 Absence

Absence of the Entire Family

- **Absence** means that your entire family is not residing in the unit.
- If your entire family is absent for more than 30 consecutive days, you must:
 - ✓ Report the absence to HPD
 - ✓ Provide HPD with proper documentation for the reasons for the absence, including when the household is likely to return to the unit
- Your entire family may not be absent from the unit for a period of more than 180 total days (six months) per year.
- After 90 days (three months) of absence, HPD will terminate your family's assistance unless the absence is related to:
 - ✓ Prolonged hospitalization
 - ✓ Absence beyond the control of the family, such as a documented death or family member illness
 - ✓ Incarceration or detention
 - ✓ Attendance at school for an otherwise eligible head of household
 - ✓ Family members serving in the armed forces
 - ✓ Employment assignment where the assignment is temporary
 - ✓ Other reasons as determined by HPD's discretion
- HPD may terminate your assistance if your family is absent for 90 days or more and you have failed to pay rent or utilities for the whole duration of the absence.
- HPD will consider special circumstances such as hospitalization in determining whether you may be absent from the unit and continue receiving or have re-instatement of your subsidy.

Permanent Absence of a Family Member

- You must notify HPD of any family member absence from the unit that lasts longer than 30 days.
- Any family member will be considered permanently absent from the unit if they are away for more than 90 consecutive days, unless the absence is related to:
 - ✓ Prolonged hospitalization or rehabilitation
 - ✓ Absence beyond the control of the family, such as documented death or illness

- ✓ Incarceration or detention for up to 180 days
 - ✓ Prolonged full-time attendance at a school away from home
 - The full-time student will continue to be considered a family member for more than 180 days unless the family declares that the student's absence is no longer temporary
 - ✓ Placement of children in foster care
 - HPD will make best efforts to coordinate with other government agencies, such as the New York City Administration for Children's Services, the New York City Housing Authority and the New York State Department of Housing and Community Renewal to maintain proper tracking of subsidies for foster children.
 - ✓ Joint custody agreements
 - ✓ Service in the armed forces
 - ✓ Employment assignment where the assignment is temporary
 - ✓ Other reasons as determined by HPD's discretion
- Family members must provide proper documentation of absence.
 - If the absent member is the head of household, HPD's family break up policy will apply.
 - After HPD is informed of and verifies a family member's permanent absence, that family member's income will be removed from the household's income determination.

11.5 Verification

HPD will **verify** information that you provide during the recertification process according to HUD guidelines and HPD standards.

11.6 Misrepresentation

You are responsible for **reporting changes** to HPD as required.

- HPD may deny or terminate your assistance if you have misrepresented income, household members, or any other reported information.
- If you fail to report a change in family composition in a timely manner, any difference in your subsidy due to a reduced voucher size may be charged to you retroactively from the first day of the month following the date that the change occurred.

- If your family share of the rent is too low as a result of your error or failure to report (either because you have misrepresented your income or your family size):
 - ✓ HPD will notify both you and the owner of the correct family share and HAP payment effective retroactively to the time of the error or failure to report. You will owe HPD the amount that you have underpaid effective retroactively to the time of the error or failure to report. HPD is under *no obligation* to enter into a repayment agreement with you and may terminate or deny your assistance if you have misrepresented your income or family size.
- If your family share of the rent is too high as a result of your error or failure to report, you will **NOT** be reimbursed. The change will be effective the first day of the month following when HPD is notified of or discovers the error or failure to report.

CHAPTER 12: Enhanced Vouchers

This chapter includes information about:

- ✓ *What are Enhanced Vouchers?*
 - ✓ *How are Enhanced Vouchers Different from Standard Vouchers?*
 - ✓ *Right to Remain*
 - ✓ *Moves*
 - ✓ *Payment Standard*
 - ✓ *Tenant Share*
 - ✓ *Overhoused Families*
 - ✓ *Rent Increases*
-

Enhanced Vouchers are issued to eligible residents residing in certain developments where the owners prepay the existing mortgage or voluntarily terminate the project's mortgage insurance. Some of the rules that apply to Enhanced Vouchers are different than those that apply to standard vouchers. This chapter describes the differences.

12.1 What are Enhanced Vouchers?

Enhanced Vouchers are issued to eligible residents residing in certain developments where the owners prepay the existing mortgage or voluntarily terminate the project's mortgage insurance. This is referred to as "*conversion*."

- Enhanced Vouchers will be offered only to income-eligible applicants residing in developments at the time of the conversion. HPD works closely with building management to ensure that all tenants have the opportunity to apply for a voucher.
- Enhanced Vouchers are also known as "sticky" vouchers, because the enhanced assistance only applies if the voucher holder stays in the conversion project.
- The legislation, regulations, and rules that apply to the regular Housing Choice Voucher Program also apply to Enhanced Vouchers, with certain exceptions.

12.2 How are Enhanced Vouchers Different from Standard Vouchers?

Enhanced Vouchers are different from standard vouchers in several ways:

- ✓ *Special Allocation:* The vouchers are designated specifically for the residents of the affected units.
- ✓ *Higher Income Limits:* The income eligibility standards for Enhanced Vouchers are 95% of the Area Median Income, as opposed to the 50% limit for standard vouchers.

Your family must be income-eligible at the time of conversion. For eligibility purposes the time of conversion is the effective date of prepayment or voluntary termination of mortgage insurance. If your family income is greater than 95% of AMI at the time of conversion, you are NOT eligible for an Enhanced Voucher even if your family's situation changes later.

- ✓ *Application Procedures:* You have one year from the date of conversion to apply for an Enhanced Voucher. **It is your responsibility to prove that you were income-eligible and residing at the development at the time of conversion.**
- ✓ *Higher Payment Standards:* As a result of the conversion action, rents in the development in most cases will increase, often to market rates. To protect residents of the conversion project with federal assistance, the rents for Enhanced Vouchers are not limited to the HPD Payment Standard, but can be up to reasonable, market rents for the units affected.
- ✓ *Different Minimum Tenant Shares:* Enhanced Vouchers are designed to protect you, not to give you a benefit, so the minimum rent that an Enhanced Voucher participant pays is the tenant's rent payment prior to the conversion.
- ✓ *"Sticky" Vouchers:* Enhanced Vouchers apply only while you reside in the housing development that converted. If you move outside the affected development, the Enhanced Voucher reverts to a standard Section 8 Housing Choice Voucher.

12.3 Right to Remain

If you receive an Enhanced Voucher, you have the right to remain in the development as long as the units are used for rental housing and you remain otherwise eligible for HCV assistance.

- If you exercise your right to remain, the owner may not terminate your tenancy except for serious or repeated lease violations or other good cause.
- If the owner refuses to honor your right to remain, you may exercise any judicial remedy that is available under state and/or local law.

12.4 Moves

If you move outside the development, your Enhanced Voucher will revert to a standard Section 8 Housing Choice Voucher, and you will be subject to the lower income limits and lower payment standards that apply to standard vouchers.

Under the HCV Program you can move anywhere in the country where there is a Public Housing Authority (PHA) and can continue to receive assistance with your rent. However, if you move outside of HPD's jurisdiction, you will be subsidized based on the local PHA's regular payment standard. For more information see *Chapter 15: Portability*.

12.5 Payment Standard

The regular HPD **payment standard** does not apply to Enhanced Vouchers.

- If your family is eligible and stays at the project after conversion, the payment standard used to calculate the HCV Housing Assistance Payment (HAP) is the gross rent of the unit, subject to rent reasonableness determinations, regardless of whether the gross rent is higher than the regular HPD payment standard.
- The gross rent is equal to the rent you pay to the owner plus the applicable HPD utility allowance, if you are responsible for payment of utilities.

12.6 Tenant Share

If you have an Enhanced Voucher and remain in the conversion project, your **tenant share** will be the greater of:

- ✓ 30% of your monthly adjusted income

OR

- ✓ The amount you were paying toward housing payments (rent plus utilities, if applicable) at the time of conversion, even if it exceeds 40% of your family's adjusted monthly income. This amount is known as your enhanced minimum rent.
- If your family's income decreases by 15% or more from the gross income on the effective date of the eligibility event, your family's tenant share will be recalculated so that you pay 30% of the monthly adjusted income or the percentage of monthly adjusted income actually paid at the time of conversion, whichever is greater. This percentage is referred to as your "locked in percentage."

If your income increases again after a decrease of 15% or more, HPD will recalculate your enhanced minimum rent. It will be the greater of:

- ✓ Your locked in percentage times your monthly adjusted income

OR

- ✓ Your initial enhanced minimum rent from the time of conversion.

Your tenant share will then be the greater of your recalculated enhanced minimum rent or 30% of your monthly adjusted income.

- If you are income-eligible at the time of conversion but receive zero subsidy because your tenant share is greater than or equal to the gross rent, **it is your responsibility to contact HPD if your family income decreases or your rent increases within three years of the conversion date** so that HPD can determine whether you are eligible for a rent subsidy.

- If your family becomes responsible for paying for your own utilities after the conversion date, the utility allowance in effect at the time you assumed responsibility for utility payments will be counted toward your minimum payment.

12.7 Overhoused Families

An **overhoused family** is one who resides in a unit containing more bedrooms than listed on their voucher.

- If you are an overhoused family, HPD will inform you of your options and building management will contact you regarding the process by which vacant units will be allocated to accommodate you.
- If you are an overhoused family with an Enhanced Voucher, you have three options:
 1. If an appropriately-sized eligible unit is available at the development, you **MUST** move to that unit. In this case, you will receive the enhanced payment standard for the appropriately-sized unit. **If you refuse to move to the appropriately-sized unit, your voucher will convert to a standard voucher and the regular (non-enhanced) payment standard will apply. You will have to pay the additional cost out of pocket.**
 2. If there is no appropriately-sized eligible unit available at the development, HPD will subsidize you in the oversized unit at the full eligible rent for that unit until an appropriately-sized unit becomes available.
 3. You may move outside the development with a regular HCV voucher. Your family's HAP payment will be determined based upon the appropriate regular (non-Enhanced) payment standard
- If you are overhoused you may be permitted to stay in your unit if HPD grants a reasonable accommodation request for a household member with a disability. You will need to provide HPD with documentation from a verifiable source (such as a doctor) in order to request an exception.

12.8 Rent Increases

Rent increases are governed by the terms of your lease and any applicable state or local laws.

- The owner is not permitted to increase the rent for at least 60 days from the conversion date.
- If you have an Enhanced Voucher and your rent is increased, HPD will increase the payment standard equal to the new gross rent.

CHAPTER 13: Project-Based Vouchers

This chapter includes information about:

- ✓ *What are Project-Based Vouchers?*
 - ✓ *How are Project-Based Vouchers Different from Standard Tenant- Based Vouchers?*
 - ✓ *Moving from a Project-Based Voucher Unit*
-

HPD will inform you if your voucher is a Project-Based Voucher. **Project-Based Vouchers** differ in a number of ways from the standard (tenant-based) vouchers described in earlier chapters. This chapter describes the differences.

13.1 What are Project-Based Vouchers?

Project-Based Vouchers provide rental assistance to eligible individuals and families to live in specific units or buildings.

- HPD contracts directly with the owners or sponsors of Project-Based Voucher units and buildings. Project-Based Voucher contracts between HPD and building owners or sponsors can last for up to 20 years and can be renewed for additional periods.
- If there are eligible tenants living in these units or buildings at the time that HPD enters into a contract with the owner or sponsor, these tenants receive priority for Project-Based Vouchers. Under certain circumstances, tenants may be required to relocate to another unit within the same building.

13.2 How are Project-Based Vouchers Different from Tenant-Based Vouchers?

Most of the rules and requirements of the tenant-based voucher program also apply to Project-Based Vouchers. However, there are a number of differences.

- If you receive a Project-Based Voucher, you must move into the specific unit assigned by HPD and the building owner or sponsor or you will lose your rent subsidy. You must then live in that unit and meet all your lease and Family Obligations for at least one year before you are eligible to request a move to a different unit. Unlike tenant-based voucher holders, you will *not* need to find a unit or complete a Landlord Package at initial occupancy.
- If you have assistance through a Project-Based Voucher, your rental assistance is linked directly to the unit. This means if you want to move to a new unit outside of your development, you will need to request a tenant-based voucher from HPD (see "Moving from a Project-Based Voucher Unit" below).

- You may be denied assistance or have your assistance terminated if you have a Project-Based Voucher and refuse to move into an unit that is not the correct size for your household based on HPD's subsidy standards (see Section 4.2 "Subsidy Standards").
- Project-Based Voucher tenants may also be offered supportive services provided by the building owner, sponsor, or other service agency. These services may include:
 - Case management
 - Employment skills development and job training
 - Family support services
 - Parenting skills, childcare skills, family budgeting, and similar services
 - Housekeeping and homemaking activities
 - Treatment for drug or alcohol addiction
 - Other services that meet family needs and that are authorized by HPD
- You will be required to sign a Statement of Family Responsibility which lists your rights and responsibilities as a Project-Based Voucher participant as well as information about your subsidy and current household composition. You will also be required to sign a Project-Based Voucher Tenancy Addendum, which explains some specific rules of the Project-Based Voucher program.
- The owner or sponsor may also terminate your lease.

13.3 Moving from a Project-Based Voucher Unit

You must live in the Project-Based unit for a minimum of one year in order to be eligible to move to another unit. During this time, you must meet all of your Family Obligations and be in compliance with your lease.

If you want to move after one year and you are in compliance with your lease and Family Obligations, HPD will give you priority on the waiting list for a tenant-based voucher. HPD will issue you a tenant-based voucher when one becomes available. This will allow you to find and lease a unit using the procedures outlined in this Briefing Book.

CHAPTER 14: Moves

This chapter includes information about:

- ✓ *Move Requirements*
 - ✓ *Moving Procedures*
 - ✓ *Assistance/Rent*
 - ✓ *Moving Costs*
-

Once your family has been issued a Housing Choice Voucher, you may use that voucher to lease a unit anywhere within the five boroughs of New York City. Although you cannot move out of this unit during the initial term of your lease (with certain exceptions), after the lease ends you may request to move once every 12 months.

Whether you need to move to follow job opportunities, to be near family members or childcare providers, or for other reasons, the HCV Program gives you the flexibility to relocate and continue to receive rental assistance. In this chapter you will find information about **moves** within New York City. See *Chapter 15: Portability* for information about moving outside of New York City.

14.1 Move Requirements

- You are **not** permitted to move during your initial lease term.
- After your initial lease term, you may request to move only **once every 12 months**.
- You must be in compliance with the HCV rules and regulations, including being current with your portion of the rent.
- Upon request to move, HPD will determine preliminary eligibility. If you are in good standing with program requirements, you will be issued a General Release form to sign with the owner. If the owner confirms good standing with the lease, by signing the form and returning it to HPD, HPD will confirm the owner's signature. Once confirmed, you will be invited to attend a briefing and receive a voucher.
- HPD may deny you permission to move if:
 - ✓ You have violated a family obligation under the HCV Program
 - ✓ You owe HPD money
 - ✓ You owe the owner of your unit money
 - ✓ You have previously requested to move and failed to complete the move process after a HAP contract with the new owner was signed

Exceptions

- HPD may grant exceptions and allow you to move to a new unit during your initial term or more than once in a 12-month period if:
 - ✓ You have an emergency situation as determined by HPD, such as claiming rights under the Violence Against Women Act (see Section 1.10)
 - ✓ Your family requires a reasonable accommodation
 - ✓ Your family is overcrowded according to HQS standards
 - ✓ Your unit has two consecutive owner-caused HQS inspection failures
 - ✓ Your unit is under long-term HAP abatement, meaning HPD has not made payments to the owner for more than 120 days because of HQS failures
 - ✓ Your family is not living in the unit currently receiving assistance
 - ✓ Your family is in a Project-Based Voucher (PBV) unit that is overhoused, and you choose to move out of the development rather than accept an offer to move to an appropriately sized unit within the development
 - ✓ The owner is not in compliance with federal regulations
- You may move to another unit within the same building or managed group of buildings at HPD's discretion, if both you and the owner are in agreement and if you provide the required documentation. Moves within a building or managed group of buildings are not limited to once every 12 months.

14.2 Moving Procedures

Prior Approval

Before you move you must receive approval from HPD. If you move without prior approval from HPD, you risk losing your subsidy.

- You must notify the owner that you intend to move.
- You may come into HPD's Client Services office and submit a written request to move, or visit HPD's website to download a Move Request Form: nyc.gov/hpd-section-8-tenants.
- You must provide proof that you are in good standing with your rent.
 - ✓ HPD will give you a Section 8 General Release form that both you and the owner will need to sign and return to HPD. This form certifies that you are in good standing with your rent payments, that

you will vacate your unit, and remove your belongings by the date you and the owner agree that you will move out.

- ✓ If the owner refuses to sign a General Release Letter, you may provide an expired lease and proof of rent payments for the last three months.
- ✓ HPD may waive the requirement to document good standing if there is a compelling and urgent health- or safety-related need that requires you to move immediately.
- You must be in good standing with requirements to provide HPD with all requested documents. If your family's income and composition has not been recertified within the past six months, you will need to complete a Recertification Package before you will be eligible for a Move Voucher.
- You must not have any outstanding tenant caused HQS issues, including failure to provide access for inspectors.

Next Steps

- Once HPD determines that you are eligible to move, you will be invited to come into our office to receive a briefing on the requirements of the move process.
- After you are briefed, you will be issued a move package that contains:
 - ✓ Housing Choice Voucher (move voucher)
 - ✓ Frequently Asked Questions (Move FAQ)
 - ✓ Unit listing and search log
 - ✓ HPD Landlord Package
- After you receive a move package, which contains your move voucher, you may begin to search for a new unit.
- HPD encourages you to move to areas of the city that have lower concentrations of poverty. As part of your briefing packet, you will receive information on Exception Payment Standards (EPS) areas, which are in zip codes that have lower rates of poverty and crime and have well-resourced schools. If you choose to live in an EPS area, you will be eligible for a higher subsidy standard in order to cover higher housing costs in these areas.
- If you do not locate a new unit, you may remain in your current unit as long as the owner allows, unless you receive a Require Move Notice from HPD.
- When you find new housing, the prospective owner must complete the Landlord Package and return it to HPD.
- A new HPD Landlord Package, lease, HAP contract, and HQS inspection are required before you can if move to a new unit, even if it is in the same building or complex.

- **Important:** You may not move until you receive your transfer approval documents from HPD. Moving without prior approval from HPD may result in your subsidy being terminated.

Timing

- HPD processes move requests in the order that they are received. Special efforts will be made to process requests if HPD determines that special circumstances or emergencies exist.
- The length of the move process depends on how quickly you provide HPD with proper and complete documentation, how long it takes to obtain signed documents from the current owner of your unit and the new owner, and how long it takes to conduct inspections of the new unit. The new unit must pass a Housing Quality Standards (HQS) inspection before HPD can provide you with the transfer approval documents.
- You will need to find a new unit and return your completed landlord package **before the end of the voucher expiration date** (within 120 days).
 - ✓ HPD will suspend the voucher term, (i.e., “stop the clock”) once HPD receives your Request for Tenancy Approval (RFTA), up until the time that HPD approves or denies the request. If the request is denied, HPD will issue you a voucher with the number of days left on the original voucher at the time you gave them the RFTA.
 - ✓ If you need a voucher extension, you must complete the extension request form prior to the expiration of the voucher.
- You will only be issued **one move voucher per year**. If your HCV move voucher expires before you find a new unit, you will not be eligible to receive another move voucher for 12 months.

Change or Delay in Plans to Move

If you decide not to move or your move is delayed after the paperwork has been completed:

- ✓ You *must* notify HPD immediately
- ✓ If you fail to notify HPD, *you risk being terminated from the program*

14.3 Assistance/Rent

When you move, your **assistance** (the HAP payments to the owner) **stops** at your old unit at the end of the month in which you moved out.

Assistance will begin on the new unit on the effective date of the new lease and HAP contract. HAP payments may overlap *only* for the month in which you move.

- If you move anywhere within the five boroughs of New York City, HPD's Payment Standards or Exception Payment Standards may apply, depending on the zip code of your unit. If you move to a unit where the gross rent is greater than the Payment Standard or Exception Payment Standard that applies to your zip code, you will be required to pay more than 30% of your monthly adjusted income.
- HPD will not approve a move to a unit where you would pay more than 40% of your monthly adjusted income.
- HPD will not approve a move to a unit whose rent is higher than the rents of comparable units in the area.

14.4 Moving Costs

HPD *does not pay* moving fees, real estate broker fees, or security deposits. HPD also does not make HAP payments for two housing units for a family at the same time. If you decide to move, you must determine if you can make such payments out of your own pocket.

CHAPTER 15: Portability

This chapter includes information about:

- ✓ *Understanding the Terms*
 - ✓ *Eligibility for Moves out of New York City*
 - ✓ *Things to Consider When Moving Outside of New York City*
 - ✓ *Moving out of New York City*
 - ✓ *Moving into New York City from Another City*
 - ✓ *Eligibility*
-

Once your family has been issued a Housing Choice Voucher, you may use that voucher to lease a unit anywhere in the United States where a Section 8 program is administered, subject to certain restrictions. This feature is called **portability**. Eligibility for moves under portability is generally subject to the same move requirements noted in *Chapter 14: Moves*.

Whether you need to move to follow job opportunities, to be near family members or childcare providers, or for other reasons, portability gives you the flexibility to relocate and to continue to receive rental assistance. In this chapter you will find information about the portability process when moving outside of HPD's jurisdiction (New York City) with continued assistance, and moving to New York City from another jurisdiction. See *Chapter 14: Moves* for information about moving within New York City with your HPD-issued voucher.

15.1 Understanding the Terms

Understanding the terms used in this chapter will help you during the portability process.

- **PHA:** also known as Public Housing Authority, this is a government agency that administers housing programs and housing assistance for a specific jurisdiction.
- **Jurisdiction:** The area for which a Public Housing Authority can issue vouchers and make assistance payments. HPD's jurisdiction is the five boroughs of New York City.
- **Initial PHA:** The Public Housing Authority (PHA) that issues the voucher to the family that wants to move to a different jurisdiction.
- **Receiving PHA:** The PHA in the jurisdiction to which the family wishes to relocate.
- **Portability:** the ability to rent a dwelling unit outside of the initial PHA's jurisdiction and continue to receive HCV tenant-based assistance.

15.2 Moving Out of New York City

You must initiate the portability process by informing HPD that you want to move **outside of New York City**.

- Once you have verified with HPD that you are eligible for a move under the portability requirements, you must provide the following information to HPD regarding the housing authority (PHA) where you wish to move:
 - ✓ Name of the housing authority
 - ✓ Address of the housing authority
 - ✓ Contact person
 - ✓ Phone number
 - ✓ Fax number
 - ✓ Email address
- HPD will prepare the paperwork to be sent to the housing authority in the jurisdiction where you wish to move.
- Once HPD has sent your portability package to the receiving PHA, you must contact the new housing authority ("receiving PHA) and set up a time to meet with the portability staff to begin their process.
- When you arrive at the receiving PHA, you will receive a voucher and briefing to enable you to search in its jurisdiction, if you have met all of its requirements.
- The receiving PHA may conduct its own criminal background screening and income reexamination.
- The receiving PHA's subsidy standard, payment standards, reasonable accommodation and voucher extension policies govern your housing search in their jurisdiction.

15.3 Eligibility for Moves out of New York City

If You are New to the HCV Program

- ✓ You can port out of HPD's jurisdiction upon receipt of your voucher; however, if you are already leasing a unit under the HCV Program, you must live in your current unit for a period of at least 12 months before you can request a move.
- ✓ If you choose to move outside of HPD's jurisdiction before you ever lease a unit in HPD's jurisdiction, you must:
 - Be found income eligible in the area in which you would like to move. For example, if you wish to move to Lincoln, Nebraska, your income

must meet the income limits used to determine eligibility in Lincoln, Nebraska; and

- Request to port at least 30 days before your voucher expires.

If You are Already an HCV Program Participant

- ✓ **You can move to another jurisdiction only when you are able to move out of your current unit under the terms of your lease.** You are not eligible for portability if you move out in violation of your lease.
- ✓ **You may move to another jurisdiction if** the assisted lease for the old unit has been terminated by mutual agreement between you and the owner, or by HPD's action of terminating the HAP contract.
- ✓ If you are in the process of having your assistance terminated and the owner has provided you with a notice to vacate or has started an action to evict you, you will not be eligible to port out of HPD's jurisdiction.
- ✓ If you have a repayment agreement with HPD, you will need to satisfy the payments due to HPD before you will be able to port to another jurisdiction.
- ✓ Income limits of the receiving PHA do not affect your eligibility for portability.

15.4 Things to Consider when Moving Outside of New York City

Portability offers you the flexibility to relocate. However, you should be aware of the following important points regarding port moves outside of HPD's jurisdiction

- You may find it difficult to locate a new unit before your portable voucher expires if there is a shortage of available housing in your new location.
- If you are moving out of New York City, HPD will issue you a move voucher with an expiration term of 120 days. If you cannot find a unit within 120 days, you must request an extension from the receiving housing authority. Staff at the receiving housing authority will contact HPD, and HPD will determine whether or not you will receive an extension on your voucher.
- When you lease a unit outside of HPD's jurisdiction, you will have to comply with the requirements of the receiving housing authority. These may be different from HPD's requirements. Make sure that you understand these requirements before you decide to move.
- If you choose to move out of New York City, the bedroom size that your family qualifies for is subject to the policies of the receiving housing authority. This means that you may qualify for a smaller, larger, or the same-sized unit that you qualified for under HPD's program.
- Since each housing authority has its own payment standards that are based on the Fair Market Rents in its area, the Payment Standards at the receiving housing authority may not be the same as HPD's Payment Standards.

- Since each housing authority has a different set of special programs that are administered, you may not be able to continue involvement with special programs offered by HPD, such as the Family Self-Sufficiency program or the Homeownership program.
- You may request to move back and lease a unit in New York City under portability, but you must make this request to the housing authority where you are currently living. That housing authority's policies and procedures for porting out will apply.

15.5 Moving into New York City from Another City

Families that have been issued vouchers by agencies outside of New York City are also eligible to use their vouchers to **move into New York City**.

- *You must initiate* the portability process by informing your PHA ("initial PHA") that you wish to move into HPD's jurisdiction (the five boroughs of New York City). The initial PHA will then contact HPD.
- When HPD receives the port package, we will review and if confirmed eligible to port in will notify you in writing and via phone of a scheduled time to attend a briefing on HPD's program and receive a voucher and Landlord Package to begin searching for housing in NYC.
- If you need a voucher extension, you must submit a written request to HPD before the expiration date of your voucher.
- Once you locate and lease a unit, HPD will send you a recertification package to complete within 30 days.
 - HPD will be responsible for conducting all interim and annual recertifications and all inspections of the unit.
- Upon executing the HAP contract, HPD will also prepare the paperwork and send it to the initial PHA, notifying them of your leasing in NYC and our decision to either absorb or administer the voucher.

CHAPTER 16: Termination

This chapter includes information about:

- ✓ *Termination by HPD*
 - ✓ *Termination by Owner*
 - ✓ *Missed Appointments & Deadlines*
 - ✓ *Notice of Termination*
 - ✓ *Appeals*
-

As a participant in the Housing Choice Voucher Program (HCV), you are responsible for following the rules and requirements of the program. Your assistance and tenancy may be terminated because of your actions or your failure to act.

In this chapter you will find information to help you understand the grounds under which HPD and owners can **terminate your assistance and tenancy**. *Chapter 3: Eligibility* includes information on denial of applications for assistance.

16.1 Termination by HPD

In determining whether to **terminate** your assistance, HPD has the discretion to consider the circumstances in your particular case. These circumstances include the seriousness of the case, the extent that individual family members participated in or were responsible for the actions leading to termination, and the effects that termination of assistance will have on other family members who were not involved in the action or failure to act. As a condition of continued assistance, HPD may prohibit family members who participated in or were responsible for the action or failure to act from living in the unit.

HPD **must** terminate your assistance if:

- 180 days (six months) have elapsed since HPD's last HAP payment was made because the family's portion of the rent equals the contract rent (this is commonly referred to as "no rent hardship" or "zero subsidy")
- If your family is absent from the assisted unit for more than 180 consecutive days in a 12-month period under any circumstance
- Any family member has ever been convicted of manufacturing or producing methamphetamine on the premises of federally-assisted housing
- If HPD discovers that a member of your assisted household is subject to a lifetime sex offender registration requirement, and your family subsequently refuses to remove the ineligible family member from the household
- Any family member fails to sign and submit consent forms for obtaining information that HUD requires

- No member of your family is either a U.S. citizen or eligible immigrant. Your assistance will not be terminated while verification of immigration status is pending.
- The head of household is a full-time student at an institute of higher education and:
 - ✓ Is under the age of 24
 - ✓ Is not a veteran
 - ✓ Is not married
 - ✓ Does not have dependent children
 - ✓ Is not residing with their parents in an HCV assisted household
 - ✓ Is not a person with disabilities receiving HCV assistance as of November 30, 2005
 - ✓ Has parents who, individually or jointly, are ineligible on the basis of income to receive assistance under Section 8 of the 1937 Act
- If your family, as determined by HPD, has knowingly permitted another individual who is not an approved member of the family to reside (on a permanent basis, defined as more than 90 days) in the unit
- If any member of your family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- If the head of household refuses to enter into, or breaches a Repayment Agreement with HPD
- If your family is evicted from the assisted unit for serious or repeated violations of the lease

HPD ***may terminate*** your assistance if:

- Any household member or guest engages in illegal drug use in the assisted unit
- Any family member commits drug-related criminal activity or violent criminal activity
- There is reasonable cause to believe that a family member's alcohol or illegal drug use or a pattern of alcohol or illegal drug use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Your family currently owes rent or another amount to HPD or another public housing authority in connection with any federal housing program
- Your family has breached a repayment agreement with another public housing authority
- Your family or guest has engaged in activity that may threaten the health or safety of the owner, property management staff, or persons performing the contract

administration function or responsibility on behalf of HPD, including an HPD employee or contractor or agent

- Your family or guest has engaged in or threatened abusive or violent behavior toward HPD staff. 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.
 - ✓ Oral or written threats and physical gestures that communicate intent to abuse or commit violence, or use of animals as weapons may be cause for termination or denial.
- Your family has misrepresented income, household members, or other reported information on or accompanying the HCV application or recertification or has misused federal funds at HPD
- If HPD has received documentation that your family has had your subsidy terminated from another PHA because of misrepresentation of income or family composition or misuse of federal funds
- If your family failed to attend an income or household composition discrepancy conference
- If HPD discovers your family's second occurrence of misrepresented income (including income from assets) by \$5,000 or more
- If HPD determines that your family has misrepresented income (including income from assets) by \$10,000 or more
- If HPD determines that your family has misrepresented income resulting in an overpayment of HAP subsidy of \$5,000 or more, or HPD determines that the repayment period for overpayment of HAP subsidy would be five years or longer
- Your family has violated one of the family obligations (these are listed on your voucher, in this Briefing Book, and in HPD's Administrative Plan)
- Your family has failed to provide requested information or failed to attend the scheduled briefing session with HPD
- Your family has failed to reimburse any public housing authority for amounts paid to an owner under a HAP contract for rent, damage to a unit, or any other amounts owed under the lease
- If your family fails to complete a required move
- If your family is absent from the assisted unit for more than 180 cumulative days (six months) in a 12-month period
- If your family is absent from the assisted unit for more than 90 days (three months) without prior written approval by HPD. For Project-Based Voucher participants,

assistance may be terminated immediately upon notice to HPD that the family has relinquished, abandoned, or been evicted from the unit.

- If your family is not in occupancy of an assisted unit and has been issued a voucher to move with continued assistance within or outside HPD's jurisdiction, and your family fails to submit a Request for Tenancy Approval (RFTA) within the voucher term
- If your family has broken up and HPD has made a determination that the head of the household is no longer eligible for assistance in accordance with its Family Break-Up policy
- If the head of household, under VAWA, is a perpetrator of domestic violence, dating violence, sexual assault or stalking resulting in a family break-up

16.2 Termination by Owner

The **owner** may only **terminate your tenancy** in accordance with the lease and HUD requirements. The owner may only evict you by court action.

During the term of your lease the owner may only terminate your tenancy because of:

- Serious or repeated violations of the lease
- Disturbance of neighbors
- Destruction of property
- Living or housekeeping habits that cause damage to the unit or premises
- Violations of federal, state, or local law regarding your obligations for occupancy or use of the unit and the premises
- Criminal activity or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents
- Other good cause

Lease Renewal

- After the initial lease term, if lease renewal is not required under law the owner may choose not to renew your lease or to accept a renewal HAP contract with HPD
- If the owner intends not to renew your lease, the owner must provide HPD with 60 days' notice so that HPD can issue you a voucher to move
- Under rent stabilization, if you are a tenant in good standing the owner must offer you a renewal lease that is based on the material terms of the previous lease (which will include accepting your subsidy under the HCV Program)

16.3 Missed Appointments and Deadlines

It is your obligation to attend all scheduled appointments and to supply HPD with all information, documentation and certification needed by the deadlines specified. This includes appointments and deadlines for:

- Eligibility determination
- Verification procedures
- Voucher issuance and briefings
- HQS inspections
- Recertifications
- Conferences and appeals

HPD may terminate your assistance if you fail to attend a mandatory appointment.

If you notify HPD in a timely manner, acceptable reasons for missing appointments or failing to provide information are:

- Medical emergency
- Family emergency
- Other good cause as determined by HPD

16.4 Notice of Termination of Assistance

If HPD decides to terminate your assistance, HPD will provide you with a written notice of intent to terminate, including the reason for the intended termination. The notice will include information on your right to an informal hearing which must be requested prior to the proposed date of termination.

16.5 Appeals

If your assistance is terminated, you are entitled to an **appeal**. *Chapter 17: Appeals and Hearings* provides information on the appeal process.

CHAPTER 17: Appeals and Hearings

This chapter includes information about:

- ✓ *Understanding the Terms*
 - ✓ *Conference*
 - ✓ *Informal Review*
 - ✓ *Informal Hearing*
 - ✓ *Interpreters for Appeals and Hearings*
 - ✓ *Legal Counsel for Appeals and Hearings*
-

If you are a program participant or applicant you may **appeal** a decision by HPD affecting your eligibility, continued assistance or the amount of your assistance. If you have been notified that your assistance has been denied or that you face termination of your subsidy, you can appeal this decision.

There are ways for you to resolve disputes with HPD that do not involve legal action and to correct errors that might have occurred in the decision-making process. In this chapter you will find information to help you understand your options for resolving disputes with HPD.

17.1 Understanding the Terms

Understanding the terms used in this chapter will help you during the appeal process.

- ✓ **Conference:** a meeting between the program applicant or participant and HPD staff to resolve any outstanding matters that prevent HPD from determining whether the family is eligible for assistance
- ✓ **Informal Review:** a meeting between the applicant and HPD staff at which the decision to deny assistance is reviewed
- ✓ **Informal Hearing:** a hearing conducted by an impartial hearing officer at which a participant challenges the termination or subsidy determination

17.2 Conference

The **conference** is an opportunity for you to resolve any outstanding matters that prevent HPD from determining whether you are still eligible to receive HCV assistance.

- If you fail to submit all information required for recertification, or if your information differs from a third-party source, HPD will, in most cases, offer you the opportunity to participate in a conference.
- The conference is held at the discretion of HPD and is not required by federal regulations or HUD. HPD reserves the right to discontinue the use of conferences at any time.

Opportunity for a conference

HPD will offer you an opportunity to request a conference when the following occur:

- You fail to provide requested information needed to determine your rent
- You fail to complete a required move from your unit
- You no longer have a rent hardship
- You are occupying a unit which is overcrowded
- You miss payments on a repayment agreement or you fail to attend a repayment agreement meeting
- HPD has reasonable cause to believe that you or someone in your family is receiving subsidy from another PHA
- HPD has reasonable cause to believe that you or someone in your family is subject to a lifetime sex offender registration
- HPD has learned that you or someone in your family has committed violent criminal activity
- HPD sends you a pre-termination notice because you are in danger of losing your subsidy
- HPD determines that a conference may resolve any outstanding matters

Mandatory Conferences

You will be scheduled for a mandatory conference when:

- HPD identifies an income discrepancy, such as a difference between what you tell HPD about your income what HPD verifies as your income from third party sources
- You report minimal or “zero” income, and are not an elderly or disabled family
- HPD receives a Violence Against Women Act (VAWA) claim, where the victim seeks to become the head of household

Failure to attend a mandatory conference, or to abide by the requirements or procedures of the mandatory conference, may result in the termination of your assistance.

Conference Procedures

- If you are given the opportunity to request a conference, you must submit your request *in writing* and HPD must receive it *within 15 calendar days* from the date printed on the Pre-Termination Notice of Non-Compliance.
- HPD will try to schedule the conference within 14 calendar days of receipt of the request.

- Generally, conferences will be conducted and within a reasonable period of time (typically 30 days) from the receipt of the request.
- HPD schedules conferences in the order that requests are received.
- Requests to reschedule a conference will only be reviewed for documented emergency situations.
- One or more conference leaders will conduct the conference. A conference leader is an HPD Team Leader, Coordinator, or higher-level program staff member.
- The HPD conference leaders and your family's head of household must attend the conference. You may also be represented by a lawyer or another representative of your choice. If you have requested an interpreter, the interpreter will also attend the conference (see *17.5 Interpreters*).
- The conference will proceed as follows:
 - ✓ An HPD conference leader will start by asking you to state your name and address and any further information required by HPD.
 - ✓ HPD conference leaders will review documents and ask questions.
 - ✓ You or your representatives will be given the opportunity to answer questions, submit written statements, or submit documents to support your claims.
 - ✓ You may also ask questions, and HPD conference leaders will make reasonable efforts to provide the requested information.
 - ✓ At the end of the conference, you will sign a "Statement of Understanding – Section 8 Participant Obligations" form. This form will list all documents submitted at the conference as well as any documents that need to be submitted to HPD within seven calendar days. HPD will place the original form signed by all parties at the conference in your case file, and you will receive a copy.
- If you wish to review the documents in your file, you may do so at the conference or by making a written request to see the documents before the conference date. HPD will provide you with a copy of the documents in your file at your own expense.
- In order to submit documents at the conference, you must provide HPD with a chance to look at the original documents and to make a copy of the document when appropriate. For example, you may need to supply an original birth certificate, but after reviewing the original document, HPD conference leaders would make a copy to place into your case file and return the original birth certificate to you.

Outcome

Based upon the outcome of the conference, HPD will mail you a Notice of Subsidy Termination or a Rent Breakdown letter. These will constitute your notification of the conference determination.

17.3 Informal Review

If HPD denies you assistance under the HCV Program, you may be given an opportunity to request an **informal review** of the decision. An informal review consists of a review of the application, its supporting material, and any additional written material that you may wish to submit to support your claim of eligibility.

If you do not request an informal review within the required time frame, HPD's denial of assistance will be final.

- If you are denied assistance based on citizenship or eligible immigration status you are entitled to the same informal hearing that is offered to participants, as discussed in this chapter.
- If you are denied assistance based on being over-income, you must be able to prove that you were income eligible at the time the denial notice was issued. Decreases in income after the date of the denial notice will not be considered.
- ***Not every HPD decision is subject to appeal.***
- You will generally be provided with an opportunity for an informal review of decisions denying:
 - ✓ Inclusion on HPD's waiting list
 - ✓ Issuance of a voucher
 - ✓ Participation in the HCV Program
 - ✓ Assistance under portability procedures
- Informal reviews are usually not required for the following reasons for denial of assistance:
 - ✓ Discretionary administrative determinations by HPD
 - ✓ General policy issues or class grievances
 - ✓ A determination of the family unit size under HPD's subsidy standards
 - ✓ HPD's decision not to approve an extension or suspension of a voucher term
 - ✓ Disapproval of the owner's lease form
 - ✓ An HPD decision not to grant approval of the tenancy
 - ✓ An HPD determination that a unit selected by the applicant is not in compliance with HQS
 - ✓ An HPD determination that the unit is not in compliance with HQS because of the family size or composition

Informal Review Procedures

- If you are given the opportunity to request an informal review, you must submit your request *in writing* and HPD must receive your request within *30 calendar days* from the date printed on the HPD notice. HPD will not accept phone call requests for informal reviews.
- HPD will attempt to schedule your informal review within 14 calendar days from the date of your receipt of your timely request. HPD schedules reviews in the order that requests are received. Requests to reschedule an informal review will only be considered for documented emergency situations for up to 90 days from the date the request was received in writing.
- You (or your representative) may request pre-informal review discovery of HPD documents relevant to the informal review. You may make copies of any such documents at your own expense. You may also review the documents in your file at the informal review.
- Before any informal review, you must submit, to your HPD screening officer, any documents relevant to the informal review. If you fail to do this, you may not use the document at the informal review. Before the informal review starts, inform the hearing officer that you will be submitting documents.
- An HPD hearing officer will conduct your informal review. The HPD hearing officer is an impartial HPD staff member who is neither the person who made or approved the decision under review nor a subordinate of this person.
- The HPD hearing officer, HPD hearing representative(s), and your family's head of household must be present at the informal review. You may also be represented by a lawyer or another representative of your choice. If you have requested an interpreter, the interpreter will also attend the informal review (see *17.5 Interpreters*).
- HPD will record the informal review to create a record of what was said and to aid the HPD hearing officer in making a decision.
- The review will proceed as follows:
 - ✓ The HPD hearing officer will ask you to state your name and address and any further information required by HPD.
 - ✓ The HPD hearing officer will go over the informal review process.
 - ✓ The HPD representative will present HPD's case and ask you questions.
 - ✓ You or your representatives will be given the opportunity to make oral statements, submit written statements, ask questions, or submit documents to support your claim of eligibility.
- The HPD hearing officer may ask you to speak more slowly or loudly, may ask you to explain a statement, may request documentation, or may stop the informal review.

Outcome

- The HPD hearing officer will issue a written decision on whether the rule or regulation questioned was correctly or incorrectly applied according to the information presented at the informal review.
- The written decision will either uphold HPD's original decision or reverse it, and include a brief explanation of the reasons for the final decision.
- HPD will mail you the written decision.
- HPD will notify you of the final decision in a timely manner.

17.4 Informal Hearing

An informal hearing is an appeal by a participant. HPD will notify you of your right to an informal hearing under certain circumstances. You may request an **informal hearing** to appeal an HPD decision for certain specific determinations and to appeal an HPD decision to terminate assistance.

HPD will provide an opportunity for an informal hearing for the following decisions:

- A determination of your family's annual or adjusted income and the use of this income to compute the HAP payment
- A determination of your appropriate utility allowance (if any) for tenant-paid utilities
- A determination of your voucher size under HPD's subsidy standards
- A determination that your family is residing in a unit with a larger number of bedrooms than appropriate for your family unit size under HPD's subsidy standards (referred to as "overhoused"), or HPD's determination to deny your request for an exception from the subsidy standards
- A determination to terminate your family's assistance because of your action or failure to act
- A determination to terminate assistance because your family has been absent from the assisted unit for longer than the maximum period permitted under HPD's policy and HUD rules

HPD is *not required* to provide an opportunity for an informal hearing in any of the following circumstances:

- Discretionary administrative decisions by HPD
- General policy issues or class grievances
- Establishment of the schedule of utility allowances for all families in the program
- HPD's decision not to approve an extension or suspension of a voucher term
- HPD's decision not to approve a unit or tenancy

- HPD's determination that a unit is not in compliance with HQS. However, HPD must provide the opportunity for an informal hearing for its decision to terminate assistance for a breach of the HQS caused by your family.
- HPD's determination that the unit is not in accordance with HQS because of your family size
- HPD's determination to exercise or not to exercise any right or remedy against the owner under a HAP contract

Informal Hearing Procedures

- If you are given the opportunity to request an informal hearing, you must submit your request *in writing* and HPD must receive your request *within 30 calendar days* from the date printed on the HPD notice.
- If you do not request an informal hearing within the required time frame, HPD's decision will be final.
- HPD will attempt to schedule your informal hearing within 14 calendar days of timely receipt of the request. HPD schedules hearings in the order that requests are received. Requests to reschedule an informal hearing will only be considered for documented emergency situations.
- You (or your representative) may request pre-informal hearing discovery of HPD documents relevant to the informal hearing. You may make copies of any such documents at your own expense. You may also review the documents in your file at the informal hearing.
- Before any informal hearing, you must submit, to the hearing officer, any documents relevant to the informal hearing. If you fail to do this, you may not use the document at the informal hearing. Before the informal hearing starts, inform the hearing officer that you will be submitting documents.
- An HPD hearing officer will conduct your informal hearing. The HPD hearing officer is an impartial HPD staff member who is neither the person who made or approved the decision under review or a subordinate of this person.
- The HPD hearing officer, HPD hearing representative(s), and you, as head of household, must be present at the informal hearing. You may also be represented by a lawyer or another representative of your choice. If you have requested an interpreter, the interpreter will also attend the hearing (see *17.5 Interpreters*).
- HPD will record the informal hearing to create a record of what was said and aid the HPD hearing officer in making a decision.
- The hearing will proceed as follows:
 - ✓ The HPD hearing officer will ask you to state your name and address and any further information required by HPD.
 - ✓ The HPD hearing officer will go over the informal hearing process.

- ✓ An HPD representative will present HPD's case and ask you questions.
- ✓ You or your representatives will be given the opportunity to make oral statements, submit written statements, ask questions, present witnesses, or submit documents to support your claim(s).
- The HPD hearing officer may ask you to speak more slowly or loudly, may ask you to explain a statement, may request documentation, or may stop the informal hearing.
- Those in attendance are expected to comply with all hearing procedures. Anyone who is disruptive, abusive, or exhibits inappropriate behavior during the hearing will be asked to leave the hearing the discretion of the hearing officer.

Outcome

- The hearing officer will issue a written decision on whether the rule or regulation in question was correctly or incorrectly applied according to the information presented at the informal hearing.
- The written decision will either uphold HPD's original decision or reverse it, and include a brief explanation of the reasons for the final decision.
- HPD will mail you the written decision.
- HPD will notify you of the final decision in a timely manner.
- HPD is not bound by informal hearing decisions that:
 - ✓ Concern matters for which HPD is not required to provide an opportunity for an informal hearing
 - ✓ Is contrary to HUD regulations or requirements
 - ✓ Is contrary to federal, state, or local laws
 - ✓ Exceed the authority of the person conducting the informal hearing

17.5 Interpreters

If you need services or information in a language other than English during the appeal process, HPD will take steps to accommodate you. HPD will provide an **interpreter** if you make the request *in writing* at least *three business days before* the date of the informal review, conference, or informal hearing.

17.6 Legal Counsel

You have a right to **legal counsel** or other representation at your own expense.

Appendix A: Glossary

Adjusted Income is your annual (“gross”) income minus allowable deductions and expenses as specified by HUD.

Certificate of Occupancy, also known as the **C of O**, is a copy of a document issued by the NYC Department of Buildings that authorizes the use of a building for a particular purpose. It states that the building has met all of the building codes and is habitable.

Conference is a meeting between the program applicant or participant and HPD staff to resolve any outstanding matters that prevent HPD from determining whether the family is eligible for assistance.

Contract Rent, also known as the **rent to owner**, is the full rent that the owner is charging for the unit.

Discrimination (in renting): is the illegal practice of denying an individual or group the right to rent property based on the renter’s race, color, religion, national origin, sex, disability, family status, or source of income.

Enhanced Vouchers are issued to eligible residents residing in certain developments where the owners prepay the existing mortgage or voluntarily terminate the project’s mortgage insurance. This is referred to as “*conversion*.”

Exception Payment Standards (EPS) areas are in zip codes that have lower rates of poverty and crime and have well-resourced schools. If you choose to live in an EPS area, you will be eligible for a higher subsidy standard in order to cover higher housing costs in these areas.

Family is defined as a single person or a group of two or more persons, with or without children, who maintain an interdependent relationship and whose income and resources are available to meet the family’s needs.

Family Share is your contribution toward the rent.

Gross Rent is your entire housing cost, which includes both the rent to owner and any additional utility costs that you will need to pay.

Housing Assistance Payment (HAP) is the portion of your rent that is paid by HPD.

Housing Choice Voucher (HCV) Program Administrative Plan includes HPD’s policies for carrying out the HCV Program in a manner consistent with HUD regulations, local goals, and HPD’s Agency Plan. All participants in the program must comply with HPD’s policies as stated in the current Administrative Plan.

Housing Choice Voucher (HCV) Program is a federally-funded housing subsidy program that provides low-income families with financial assistance to lease safe, decent, and privately-owned housing by supplementing what they can afford to pay on their own.

Housing Quality Standards (HQS), these are the standards that your unit, building, and premises must meet. These standards are set by the U.S. Department of Housing and Urban Development (HUD).

Informal Hearing is a hearing conducted by an impartial hearing officer at which a participant challenges the termination or subsidy determination.

Informal Review is a meeting between the applicant and HPD staff at which the decision to deny assistance is reviewed.

Initial PHA is the Public Housing Authority (PHA) that issues the voucher to the family that wants to move to a different jurisdiction, outside of New York City.

Inspector is an employee of HPD. The inspector is certified to determine whether your unit passes or fails a Housing Quality Standards (HQS) inspection.

Jurisdiction is the area for which a Public Housing Authority can issue vouchers and make assistance payments. HPD's jurisdiction is the five boroughs of New York City.

Landlord is an owner of real property who leases (rents) that property to a tenant under a lease agreement.

Landlord Package includes basic information about the rental unit, including the unit address, number of bedrooms, utilities included in the rent, requested beginning date of the lease, rent costs, and lead-based paint information.

Lease is a written rental agreement that establishes all the terms of the agreement and that lasts for a fixed-term length of time (for example, one year).

Life-Threatening or Emergency Conditions may endanger the health or safety of your family and that must be corrected within 24 hours of notification by HPD.

Maximum Initial Rent Burden is the maximum amount that your family can contribute to total housing costs at the time that you sign your initial lease.

Overhoused family is one who resides in a unit containing more bedrooms than listed on their voucher.

Payment Standards is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market. It is the maximum monthly subsidy that HPD will pay for a unit based on the unit size.

Portability is the ability to rent a unit outside of the initial PHA's jurisdiction and continue to receive HCV tenant-based assistance.

Project-Based Vouchers provide rental assistance to eligible individuals and families to live in specific units or buildings.

Public Housing Authority (PHA) is a government agency that administers housing programs and housing assistance for a specific jurisdiction. HPD administers your Section 8 Housing Choice Voucher.

Reasonable Rent is a determination that your rent is comparable to the rents that are being charged for similar units in the same neighborhood.

Receiving PHA is the PHA in the jurisdiction to which the family wishes to relocate.

Rental Agreement is a written agreement between a resident and an owner made before the resident moves in. The rental agreement establishes the terms of the tenancy, such as the amount of the rent and when it is due.

Realtor or Broker is an agent who arranges for the rental of units on behalf of the owner in return for a commission on the rental fee.

Request for Tenancy Approval (RFTA) or form HUD-52517, this form must be submitted by the owner and family as part of the Housing Choice Voucher program leasing process. It contains important information about the rental unit selected by the family. The RFTA is part of the Landlord Package.

Security Deposit is a deposit or fee that the owner requires the tenant to pay at the beginning of the tenancy. The owner can keep some or all of the security deposit if, for example, the tenant moves out owing rent or leaves the unit damaged or dirtier than when the tenant moved in.

Subsidy Standards, also known as **Occupancy Standards**, determine the number of bedrooms approved on your voucher for your family based on your family size.

Tenant is someone who pays rent to use or occupy property that is owned by someone else.

Total Tenant Payment (TTP) is the minimum amount that you must contribute toward rent and utilities regardless of the unit you select.

Voucher represents a contractual agreement between you and HPD specifying the rights and responsibilities of each party, including HPD, you, and the owner.

Appendix B: Rent Calculation Example

Here is an example to help you understand how to calculate your rent:

In this example, your family's monthly gross income is \$940 and after deductions the adjusted monthly income is \$900. You have a one-bedroom voucher. You are responsible for payment of cooking gas and electricity. To determine how much rent you can afford to pay, you would look at your TTP and your maximum initial rent burden:

1. Calculate your TTP:

Your TTP is the *greater* of:

- 30% of your family's monthly adjusted income = $\$900 \times .30 = \textbf{\$270}$
- 10% of your family's monthly gross income = $\$940 \times .10 = \94
- HPD's minimum rent payment = \$0

Your Total Tenant Payment (TTP) is \$270.

2. Calculate your Maximum Initial Rent Burden:

Your maximum initial rent burden = 40% of your family's monthly adjusted income.

- $\$900 \times .40 = \360

Your maximum initial rent burden is \$360, which represents the maximum amount that you can contribute to your total housing costs.

Determining How Much Rent You Will Pay After You Have Selected A Unit

In this example, you have selected a one-bedroom unit with a contract rent of \$1,000 per month. Utilities are not included in the rent. HPD's current Utility Allowance for your unit size is \$79 per month. HPD's current Payment Standard for a one-bedroom unit is \$1,851 per month.

To determine how much rent you will pay, you would look at the gross rent and the amount of the HAP payment that HPD will pay to the owner in order to determine your family rent to the owner:

1. **Calculate your gross rent:**

Your gross rent is the contract rent + the Utility Allowance for your unit size.

➤ $\$1,000 + \$97 = \$1,097$

Your gross rent is \$1,097.

2. **Calculate the amount HPD will pay to the owner (HAP):**

HAP is the *lower* of:

➤ Gross Rent – Your TTP = $\$1,097 - \$270 = \$827$

➤ Payment Standard – Your TTP = $\$1,851 - \$270 = \$1,581$

HPD's HAP payment to the owner is \$827.

3. **Calculate the family rent to the owner:**

The family rent to the owner = Contract rent – HAP

➤ $\$1,000 - \$827 = \$173$

Your family rent to the owner is \$173.

Rent to owner (contract rent) = \$1,000

Utility Allowance = \$97

Gross rent = \$1,097

HPD's HAP payment = \$827

Family rent to owner = \$173

In this example, your payment to the owner each month is \$173.

Appendix C: Housing Quality Standards (HQS) Frequently Asked Questions

How often are Housing Quality Standards (HQS) inspections?

HPD inspects subsidized apartments prior to lease up and at least once every two years thereafter to ensure compliance with federal **Housing Quality Standards (HQS)** requirements. These standards establish a minimum basis for habitability and must be maintained in order for the owner to receive monthly **Housing Assistance Payments (HAP)**. All Section 8 participants are required to provide access to HPD inspectors to allow them to perform the inspection. Inspections may also be completed at your request. If necessary, you can call 311 to request an inspection.

What happens if I do not allow the inspectors in my apartment?

If you fail to provide access to an entire apartment for an inspector two times in a 12-month period, it is considered a breach of tenant (participant) obligation and may result in the termination of your subsidy. If you do not provide access to a specific room, it will be considered a **tenant caused failure**. See below what happens when you have a tenant caused failure.

What am I responsible for during Housing Quality Standards (HQS) inspections?

You are responsible for maintaining **Housing Quality Standards (HQS)** requirements and HPD will hold you responsible for damage or defects that cause a unit to fail inspection. HPD generally holds tenants responsible for the following **HQS failures**:

- Nonfunctioning smoke detectors (battery-operated and battery dead, or electric and participant pays electrical utilities) or missing smoke detectors (when it was present at last inspection)
- No electricity or gas (tenant pays utilities)
- Double cylinder lock on exit door
- Illegal gates on fire escape windows
- Debris that blocks access to exit doors or fire escape windows
- Kitchen grease that constitutes a fire hazard
- Damage caused by tenant or tenant's guest

What happens if my apartment fails a Housing Quality Standards (HQS) inspection?

If a unit fails a Housing Quality Standards (HQS) inspection, you and the owner will be notified of what specific failures were found, whether the failures are the responsibility of the owner or the tenant to correct, and the correction deadline. **Tenant-caused failures** will be re-inspected within 30 days, and a notice with an appointment date will be mailed to the tenant and owner. **Owner-caused failures** may be self-certified as corrected within 30 days. HPD will mail certification of correction forms to the owner to complete by the HQS deadline. Section 8 participants must provide their landlord access to make the necessary repairs for apartment to pass the HQS inspection. Tenants will be notified when an owner certifies the correction of a failure item and tenants may contact HPD to dispute the correction of the failure.

If an owner fails to correct HQS failures within the 30-day period or any HPD approved extension, HPD **MUST** abate (suspend), the **Housing Assistance Payments (HAP)** until the failures are corrected. If the **HAP abatement period** is a total of 180 days or more, you will be required to move and locate a new unit that meets HQS. The owner is not responsible for tenant-caused breaches of HQS. If you, the tenant, fail to correct a tenant-caused HQS failure or fail to provide access to your apartment, HPD will follow its termination of subsidy procedure to terminate your participation in the program.

Am I responsible for paying the HPD portion of the rent during the abatement period?

When a landlord does not correct an **HQS failure** within the given timeframe, HPD will provide notice to the tenant and owner that the HAP will be abated (suspended) the first of the month following the

correction period. The notice states that you, the tenant, are not responsible for HPD's portion of the abated rent. The landlord cannot ask you to pay HPD's portion. Tenants must continue to pay their tenant share of the rent during the abatement period to remain in compliance with their family obligations. If faced with any court action for arrears resulting from abatement, it is critical that you seek representation and inform the court that you receive Section 8 subsidy.

LANDLORD RESPONSIBILITIES

When I find an apartment that I want to rent, what does the landlord need to do?

When a landlord agrees to participate in the Section 8 program and rent to you, he or she will complete a HPD Landlord Package and provide access to the apartment and common areas for the HQS inspection on the date it is scheduled to be inspected. Once the Landlord Package is approved and the HQS inspection is passed, HPD will issue the owner a **Housing Assistance Payment (HAP) contract**. The HAP contract details the responsibilities of both HPD and the owner, including but not limited to the following:

- Tenant selection and leasing based on a family's tenancy history
- Normal landlord functions during the lease term, e.g., maintenance, rent collection
- Collecting amounts due from family under the lease (tenant rent, security deposit, other tenant charges for damage to the unit)
- Compliance with equal opportunity requirements
- Paying for owner-supplied utilities and services
- Providing reasonable accommodation for persons with disabilities
- Notifying HPD when a tenant vacates an apartment
- Requesting rent increase approval from HPD at least 60 days before the new proposed contract rent is to take effect

In addition, landlords must disclose any known lead-based paint hazards to tenants before executing a lease. They must also provide all prospective tenants with a copy of *Protect Your Family from Lead in Your Home* or another EPA approved document.

What is the landlord responsible for while I'm living in the unit?

The landlord is expected to provide the services agreed upon in the lease and in the **HAP contract** signed with HPD. The landlord must also provide decent, safe, and sanitary housing to you at a reasonable rent by:

- Complying with all HQS requirements except those items specifically assigned to tenants
- Performing ongoing maintenance, including painting
- Notifying tenants each time lead hazard reduction activities are performed
- Performing all work in accordance with HUD prescribed safe work practices
- Enforcing the lease that was executed with the tenant
- Collecting the tenant's share of rent
- Complying with Fair Housing and Equal Opportunity requirements
- Paying for utilities, maintenance, and services unless they are paid for by the tenant under the lease terms
- Complying with all local laws

Can the landlord ask me to pay for HPD's portion of the rent at any time?

No, owners cannot ask you to pay HPD's portion of the rent. If the owner has an issue with HPD's payment, they should contact HPD at 917-286-4300.

What happens if the landlord changes the lease?

You and the landlord must both agree to any changes in the current lease agreement. The changes must be in writing and be dated and signed by you and the owner. Then the owner must provide a

copy of the updated lease to HPD. The updated lease will be approved as long as it complies with requirements.

If the owner wants to change the responsibility for utilities under the lease, this is an amendment to the HAP contract as well as the lease. You and the owner would need to complete an updated **Request for Tenancy Approval (RFTA)** form and lease and submit that to HPD. HPD will determine the reasonable rent for the apartment, adjust the utilities assignment, and issue the owner updated HAP contracts. This change may only be made at the expiration of an existing lease.

Appendix D: Special Purpose Vouchers

Special Purpose vouchers are dedicated to people who meet specific program eligibility requirements, as described below, with similar program requirements and family obligations as HPD's regular Section 8 Housing Choice Voucher program, with limited exceptions. HPD currently has a limited supply of these vouchers under the following programs: Veteran Affairs Supportive Housing (VASH) program, Mainstream program, and Family Unification Program (FUP).

Veteran Affairs Supportive Housing (VASH) Program

Veteran Affairs Supportive Housing program vouchers are for eligible low-income veteran and are linked to supportive and case management services provided by the Veterans Administration (VA) through VA medical centers (VAMCs) and community-based outreach clinics. VASH voucher recipients are subject to case management requirements, and restrictions on porting out, or moving outside New York City.

Mainstream Program

Mainstream vouchers are available to households who have a family member age 18-61 who has a disability, and who is homeless, living in an institution such as a hospital or a nursing home, or at risk of being homelessness or institutionalized. Once a voucher is issued to a family under the Mainstream Program, the family must find a unit, lease up, and be admitted to HPD's Section 8 program before the family member turns 62.

Families who believe they meet eligibility criteria may contact HPD at mainstreamvouchers@hpd.nyc.gov. Please note that HPD has a limited number of Mainstream vouchers. Once these vouchers have all been issued to qualifying families, HPD will not accept further applications.

Family Unification Program (FUP)

Family Unification Program vouchers are available to households that are involved in New York City's child welfare system. Households must meet either of the following criteria:

Families who are at risk of having their child(ren) being placed in out-of-home care (foster care) due to housing instability, or who are at risk of not being able to reunite with their child(ren) due to their housing situation.

OR

Youth who have recently aged out of foster care or who are aging out of foster care and who are age 18 to 24. In addition, youth must also be either homeless or at risk of becoming homeless, and find a unit, lease up and be admitted to HPD's Section 8 program before turning 25. Vouchers for youth are limited to three years.

Eligible households are identified by and referred to HPD through the NYC Administration for Children's Services (ACS) and the NYC Department of Homeless Services (DHS).

APPENDIX E: HOUSING SEARCH RESOURCES

Ways to Find an Apartment

- *Real Estate Apps and Websites*

There is an ever-increasing and changing set of websites and smartphone apps to help New Yorkers find a place to rent or buy. It's smart to try several – no single app will have everything. HPD does not recommend any specific company, but a search of the web or your phone's app store for "NYC rentals," for example, is likely to bring up many options. Individual listings may also advertise open houses, where you can sign up or walk-in to view an available apartment.
- *Brokers*

One of the most common methods of finding an apartment in New York City is using a real estate broker. If you know what neighborhood you want to live in, it's usually best to find a broker based there. Many brokers also have websites where you can view available apartments, sometimes even with photos and detailed descriptions. However, brokers do often charge a fee of 12-15% of annualized rent (monthly rent x 12).
- *Word-of-Mouth*

There is good news for those who would prefer not to pay hefty brokers' fees: a substantial number of New Yorkers find their units by word-of-mouth, mostly from friends, relatives, and co-workers. If you're looking for an apartment, make sure everyone you know knows that you're looking.
- *Classified Ads*

Classified ads in paper or online publications often have apartment listings.
- *Walking Around*

A small but notable percentage of movers find their apartment when they simply see a "For Rent" sign. It can pay to walk around the neighborhood you want to live in and look around.
- *Finding a Vacant Apartment in Same Building*

Other movers find their apartments in the same building in which they already live. Be proactive and talk to neighbors, doormen, supers, landlords, and/or your management company to see if another apartment is available in the same building.
- *Community Groups*

You may occasionally find housing through local government offices or community groups that keep information on neighborhood housing notices.

New Apartment Checklist

- *Be Prepared*

If you find a great apartment on the private market, fend off likely competitors by being prepared: check your own credit history and bring along a current credit agency report; if possible, ask your previous landlord to write a favorable letter of reference; and also ask your employer, co-workers, and friends if you can use them as character references (bring a list with names and telephone numbers).
- *Fees and Deposits*

Find out exactly how much you are expected to pay up-front to rent the apartment. Note: credit and background check fees may not exceed \$20; security deposits may not be more than one month's rent; fees to superintendents or doormen, commonly called "key money," are illegal.

Neighborhood information

General

- <https://streeteasy.com/neighborhoods/>
- <https://www.nakedapartments.com/nyc/neighborhoods>

Safety

- <https://maps.nyc.gov/crime/>

Schools

- <https://www.schools.nyc.gov/find-a-school>
- <https://www.schools.nyc.gov/about-us/reports/school-quality>
- <https://insideschools.org/>
- <https://www.advocatesforchildren.org>

Parks

- <https://www.nycgovparks.org/parks> (can search by zip)
- <http://www.ny4p.org/>

Reports by Address

- <https://www.addressreport.com/>
- <https://www1.nyc.gov/nyc-resources/service/1279/building-violation-status>
- <http://bedbugregistry.com/metro/nyc/>

Human Resource Administration (HRA) Emergency Assistance

New York City's HRA has limited funds available to help with moving expenses, security deposit vouchers, broker's fees, and temporary storage for furniture and personal belongings. Information and eligibility can be found at:

- Visit: <https://www1.nyc.gov/site/hra/help/cash-assistance.page>
- Call: HRA's Infoline at (718) 557-1399

Ready to Rent

Ready to Rent helps New Yorkers prepare to apply for affordable housing by providing free one-on-one financial counseling and assistance with affordable housing applications. Meet with a professional financial counselor who can help you check your credit, calculate your income for housing applications, and save for moving expenses.

- For more information: <https://www1.nyc.gov/site/hpd/renters/ready-to-rent.page>

Financial Empowerment Centers

NYC Financial Empowerment Centers provide free one-on-one professional, financial counseling and coaching to support you in reaching your goals. Work with a counselor to reduce debt, understand rights and responsibility for student loans, strengthen credit score, increase savings, balance a budget, open a bank account, and more.

- Visit <https://www1.nyc.gov/site/dca/consumers/get-free-financial-counseling.page>
- Call (212) 487-4583 to set up a financial appointment where you live or work

Source of Income Discrimination (SOI) Law

Source of income discrimination happens when a broker or landlord discourages or refuses to rent you an apartment because you receive government assistance to pay rent. The source of income discrimination (SOI) law protects you during your apartment search. (See APPENDIX F.)

A landlord cannot refuse to rent you an apartment and a broker cannot refuse to work with you because you are paying your rent with Section 8 government assistance. This law makes it illegal for brokers and/or landlords to use your government assistance as a reason for denial.

Watch out for brokers and landlords who:

- Won't provide an application or insist on higher application fees than advertised
- Insist on cash for a security deposit or someone else to guarantee the rent in addition to the security voucher
- Won't show you any apartments or fail to show all available units
- Insist on a minimum income or proof of employment if the voucher covers the full rental amount
- Insist on a particular credit score when the voucher covers the full rental amount
- Require cash or a credit check in order to view or hold the apartment

If you experience source of income discrimination, you can get help. Report it to the NYC Commission on Human Rights by dialing 311 and asking for "Human Rights," or use their [Report Discrimination form](https://www1.nyc.gov/site/cchr/about/report-discrimination.page) on their website <https://www1.nyc.gov/site/cchr/about/report-discrimination.page>.

APPENDIX F: Source of Income Discrimination (SOI) Law

KNOW YOUR LEGAL RIGHTS AS A RECIPIENT OF HOUSING ASSISTANCE

By law, you are protected from housing discrimination.

The New York State Human Rights Law makes it unlawful to discriminate in housing on the basis of your source of income. This includes all forms of housing assistance (like Section 8 vouchers, HUD VASH vouchers, New York City FHEPS and others), as well as all other lawful sources of income including: Federal, state, or local public assistance, social security benefits, child support, alimony or spousal maintenance, foster care subsidies, or any other form of lawful income.

Housing providers who are covered by the Human Rights Law include landlords, property managers, real estate professionals like brokers, tenants seeking to sublet, and anyone working on their behalf.

Housing providers are not allowed to refuse to rent to you because you receive housing assistance. They are also not allowed to charge you higher rent, or offer you worse terms in a lease, or deny you access to facilities or services that other tenants receive. Housing providers are not allowed to make any statement or advertisement that indicates housing assistance recipients do not qualify for the housing. For example, a housing provider cannot say they do not accept housing vouchers or that they do not participate in a program such as Section 8.

It is lawful for housing providers to ask about income, and about the source of that income, and require documentation, but only in order to determine a person's ability to pay for the housing accommodation or eligibility for a certain program. A housing provider must accept all lawful sources of income equally. It is unlawful to use any form of screening of applicants that has the intent or result of screening out those receiving housing assistance.

If you believe that you have been discriminated against by a housing provider with regard to your lawful source of income, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. To file a complaint, download a complaint form from www.dhr.ny.gov. For more information or assistance in filing a complaint, contact one of the Division's offices, or call the Division's toll-free HOTLINE at 1 (888) 392-3644. Your complaint will be investigated by the Division, and if the Division finds probable cause to believe discrimination has occurred, your case will be sent to a public hearing, or the case may proceed in state court. There is no fee charged to you for these services. Remedies in successful cases may include a cease-and-desist order, provision of housing that was denied, and monetary compensation for the harm you suffered. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The