330:50-1-1. Introduction [AMENDED]
(a) The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The U.S. Department of Housing and Urban Development (HUD) regulations, 24 C.F.R. §982.54, require that the Oklahoma Housing Finance Agency (OHFA) have an Administrative Plan by which OHFA must administer the Section 8 Housing Choice Voucher Program. This regulation prescribes certain policies that must be in the Administrative Plan. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Certificate and Voucher Programs, are described in and implemented through these Chapter 50 Rules. Further, the Section 8 Housing Choice Voucher Program is pervasively regulated by federal statutes and regulations, which are added to, deleted, or modified from time to time.
(b) Administration of the Section 8 Program and the functions and responsibilities of the Oklahoma Housing Finance Agency (OHFA) staff shall be in compliance with OHFA’s Personnel Policy and the Department of Housing and Urban Development’s (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations. The OHFA Board of Trustees are charged with the general policy-making and superintendence over the Agency. The Trustees may, from time to time and at the recommendation of staff, authorize revisions to the Administrative Plan as may be required by changing laws and regulations or upon lessons learned or external circumstances that make it advisable to alter OHFA’s ways and means of operating the Section 8 Program to be more effective, efficient, and a better steward of the public resources entrusted to it.

330:50-1-2. OHFA Objectives [AMENDED]
(a) The Section 8 Program is designed to provide decent, safe, and sanitary housing for qualified program participants while maintaining their rent payments at an affordable level. Rather than engaging in extensive and ongoing rulemaking to attempt to keep up with changes in controlling federal law or circumstances affecting the Agency and its performance, the Trustees have elected to set forth the federal, state, and prudential requirements of the Section 8 Program in the Administrative Plan itself as it may be amended from time to time. The Administrative Plan is available to the public on OHFA’s website and is available for review at OHFA’s office in Oklahoma City.
(b) The general approach of the program is to inform the community of the service, determine client eligibility, make the characteristics of the rental market known to program participants to enable them to search for housing within program rent levels and housing quality thresholds, and to ensure that the program is administered according to HUD rules and regulations regarding the program. In addition, programs are to be administered in a manner consistent with Oklahoma state law. Administration of the Section 8 Program and the functions and responsibilities of the Oklahoma Housing Finance Agency staff shall be in compliance with the Administrative Plan, OHFA’s Personnel Policy and the Department of Housing and Urban
Development's (HUD) Regulations as well as all Federal, State and local Fair Housing Laws and Regulations as interpreted and directed by the Trustees and implemented by OHFA staff. If HUD’s regulatory requirements conflict with these rules, HUD regulations will have precedence.

330:50-1-3. Purpose [REVOKED]
(a) The purpose of these Chapter 50 Rules is to establish policies for carrying out the programs in a manner consistent with HUD requirements and OHFA objectives. These Chapter 50 Rules covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.
(b) OHFA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with these Chapter 50 Rules, HUD regulations will have precedence.

330:50-1-4. Definitions [REVOKED]
The following words or terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

"Absorption" means in portability, the point at which a receiving HA stops billing the initial HA for assistance on behalf of a portability family. The receiving HA uses funds available under the receiving HA consolidated ACC.

"ACC Reserve Account" means an account established by HUD from amounts by which the maximum payment to the OHFA under the consolidated ACC (during an OHFA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

"Addendum to Lease" means language which must be incorporated into any lease OHFA uses. The Addenda are different for the Certificate and Voucher Programs.

"Adjusted Income" means annual income, less allowable HUD deductions.

"Administrative Fee" means fees paid by HUD to HAs for administration of the program.

"Administrative Fee Reserve" means an account established by OHFA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

"Admission" means the effective date of the first HAP Contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

"Annual Contributions Contract" (ACC) means a written contract between HUD and an HA. Under the contract HUD agrees to provide funding for operation of the program, and the HA agrees to comply with HUD requirements for the program.

"Annual Income" means the anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

"Annual Income After Allowances" means the Annual Income (described above) less the HUD-approved allowances.

"Applicant" (or applicant family) means a family that has applied for admission to a program, but is not yet a participant in the program.

"As-Paid States" means states where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.
"Assets" (See Net Family Assets.)
"Assisted Tenant" means a tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.
"Budget Authority" means an amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a program, budget authority is the maximum amount that may be paid by HUD to OHA over the ACC term of the funding increment.
"Certificate of Family Participation" means a Certificate issued by an HA under the Section 8 Rental Assistance Program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation.
"Certificate or Voucher Holder" means a family holding a Voucher or Certificate with unexpired search time.
"Certificate Program" means Rental Certificate program.
"Child Care Expenses" means amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.
"Consolidated Annual Contributions Contract" means contract under which HUD agrees to pay HAs for program administration. (Consolidated ACC).
"Contiguous Msa" means in portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial HA is located.
"Continuously Assisted" means an applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Certificate or Voucher program.
"Contract" (See Housing Assistance Payments Contract.)
"Contract Authority" means the maximum annual payment by HUD to an HA for a funding increment.
"Contract Rent" means in the Section 8 Certificate Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the HA.
"Dependent" means a member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.
"Disabled Person" means a person who is any of the following:

(A) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

(B) A person who has a physical, mental, or emotional impairment that:

(i) Is expected to be of long-continued and indefinite duration;

(ii) Substantially impedes his or her ability to live independently; and

(iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(C) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
"Displaced Person" means a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

"Domicile" means the legal residence of the household head or spouse as determined in accordance with State and local law.

"Drug-related Criminal Activity" term means:
(A) Drug-trafficking; or
(B) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

"Drug Trafficking" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

"Elderly Household" means a family whose head or spouse or whose sole member is at least 62 years of age or a Disabled Person as defined in this section or a Handicapped Person as defined in this section or may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

"Elderly Person" means a person who is at least 62 years old.

"Eligibility Income" means May 10, 1984, regulations deleted Eligibility Income, because Annual Income is now for eligibility determination to compare to income limits.

"Eligible Family" (Family) means a family is defined by the OHFA in the Administrative Plan, which is approved by HUD.

"Exceptional Medical or Other Expenses" means prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

"Exception Rent" means in the certificate program an initial rent (contract rent plus any utility allowance) in excess of the published FMR. In the certificate program the exception rent is approved by HUD, or the OHFA under prescribed conditions, and is used in determining the initial contract rent. In the Voucher program the OHFA may adopt a payment standard up to the exception rent limit approved by HUD for the OHFA Certificate program.

"Excess Medical Expenses" means any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

"Failure to Provide" means "Failure to Provide" refers to all requirements in the first Family Obligation.

"Fair Market Rent" (FMR) means the rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register in accordance with 24 CFR part 882.

"Family" means the applicant must qualify as a family as defined by OHFA. "Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Family of Veteran or Service Person" means a family is a "family of veteran or service person" when:
(A) The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

(B) The veteran or service person, unless deceased, is living with the family or is only/temporarily absent unless she was

(i) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or

(ii) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

"Family Self-sufficiency Program" (FSS Program) means the program established by an HA to promote self-sufficiency of assisted families, including the provision of supportive services.

"FMR/Exception Rent Limit" means the Section 8 existing housing fair market rent published by HUD headquarters or any exception rent. In the Certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the Voucher program OHFA may adopt a payment standard up to the FMR/exception rent limit.

"Foster Child Care Payment" means payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

"Full-time Student" means a person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

"Funding Increment" means each commitment of budget authority by HUD to OHFA under the consolidated annual contributions contract for OHFA program.

"Gross Family Contribution" means Changed to Total Tenant Payment (TTP).

"Gross Rent" means the sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

"Handicap Assistance" means anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

"Handicapped Person" [Referred to as a Person with a Disability] means a person having a physical or mental impairment which:

(A) Is expected to be of long-continued and indefinite duration;

(B) Substantially impedes his or her ability to live independently; and

(C) Is of such a nature that such ability could be improved by more suitable housing conditions.

"Hap Contract" (See Housing Assistance Payments contract.)

"Head of Household" means the head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

"Housing Agency" means a state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)
"Housing And Community Development Act of 1974" Act means in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

"Housing Assistance Payment" means the monthly assistance payment by an HA. The total assistance payment consists of:
(A) A payment to the owner for rent to owner under the family's lease.
(B) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

"Housing Assistance Payments Contract" (HAP contract) means a written contract between an HA and an owner in the form prescribed by HUD headquarters, in which the HA agrees to make housing assistance payments to the owner on behalf of an eligible family.

"Housing Assistance Plan" means
(A) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Grant Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
(B) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

"Housing Quality Standards" (HQS) means the HUD minimum quality standards for housing assisted under the tenant-based programs, as enhanced by OHFA.

"HUD Requirements" means HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

"HURRA" means The Housing and Urban/Rural Reerevery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

"Imputed Asset" means asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

"Imputed Income" means HUD passbook rate × total cash value of assets. Calculation used when assets exceed $5,000.

"Income" means income from all sources of each member of the household as determined in accordance with criteria established by HUD.

"Income For Eligibility" means Annual Income.

"Indian" means any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

"Indian Housing Authority" (IHA) means a housing agency established either:
(A) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
(B) By operation of State law providing specifically for housing authorities for Indians.

"Interest Reduction Subsidies" means the monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.
"Landlord" means this term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner. "Landlord" and "owner" are used interchangeably.

"Lease" means a written agreement between an owner and an eligible family for the leasing of a housing unit.

"Live-in Aide" means a person who resides with an elderly person or disabled person and who:
(A) Is determined to be essential to the care and well-being of the person.
(B) Is not obligated for the support of the person.
(C) Would not be living in the unit except to provide necessary supportive services.

"Local Preference" means a preference used by OHFA to select among applicant families.

"Low-income Family" means a family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

"Market Rent" means the rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

"Medical Expenses" means those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

"Minor" means a member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

"Monthly Adjusted Income" means 1/12 of the Annual Income after Allowances or Adjusted Income.

"Monthly Income" means 1/12 of the Annual Income.

"Negative Rent" means a negative Tenant Rent results in a Utility Reimbursement Payment (UR).

"Net Family Assets" means value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

"Net Family Contribution" means former name for Tenant Rent.

"New Rule" "New Rule" refers to the HUD Occupancy Regulations effective October 2, 1995.

"Noncitizens Rule" "Noncitizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.
"Occupancy Standards" (Now referred to as Subsidy Standards) means standards established by an HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

"OHFA" means the Oklahoma Housing Finance Agency (OHFA) is referred to as "OHFA" or "Housing Finance Agency" or "HFA" throughout this document.

"Old Rule" refers to the Regulations that were superseded on October 2, 1995.

"Owner" means any persons or entity having the legal right to lease or sublease housing.

"Participant" means a family that has been admitted to the HA's Certificate program or Voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the OHFA for the family (first day of initial lease term).

"Payment Standard" means the amount used to calculate the housing assistance a family will receive in the HA's Housing Voucher Program.

"Public Assistance" means welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

"Public Housing Agency" (PHA) means a state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian Housing Authority (IHA). ("PHA" and "HA" mean the same thing.) In this rule, a "PHA" is referred to as a "housing agency" (HA).

"Ranking Preference" means a preference used by the OHFA to select among applicant families that qualify for a local preference.

"Recertification" Sometimes called reexamination means the process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

"Reexamination" Sometimes called recertification means the process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

"Remaining Member of Tenant Family" means a person left in assisted housing after other family members have left and become unassisted.

"Rent to Owner" This is called Contract Rent in the Certificate Program and Rent to Owner in the Voucher Program. It is the total amount of rent payable to the owner by the family and OHFA per month for an assisted unit.

"Resident Assistant" means a person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

"Section 8 Programs" means the Section 8 programs are also known as the Certificate and Voucher programs.

"Secretary" means the Secretary of Housing and Urban Development.
"Security Deposit" means a dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

"Service Person" means a person in the active military or naval service (including the active reserve) of the United States.

"Single Person" means a person living alone or intending to live alone.

"Spouse" means the husband, wife or significant other of the head of the household.

"Subsidized Project" means a multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:
(A) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
(B) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
(C) Direct loans pursuant to Section 202 of the Housing Act of 1959; or
(D) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
(E) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;
(F) A Public Housing Project.

"Subsidy Standards" means standards established by an HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

"Substandard Unit" means substandard housing is defined by HUD for use as a federal preference.

"Tenant" "Tenant" is used to refer to participants in terms of their relation to landlords.

"Tenant Rent" (Formerly called Net Family contribution) means the amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by the owner and the cost thereof is not included in the amount paid as rent to the owner, Tenant Rent equals Total Tenant Payment less the Utility Allowance in the Certificate Program. In the Voucher Program, Tenant Rent is Rent to Owner less HAP.

"Total Tenant Payment" (TTP) means the total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

"Unit" means residential space for the private use of a family.

"Unusual Expenses" means prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

"Utilities" means utilities means water, electricity, gas, other heating, refrigeration, cooking, fuels, trash collection and sewage services. Telephone service is not included as a utility.
"Utility Allowance" means if the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

"Utility Reimbursement" means the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

"Vacancy Loss Payments" (For contracts effective prior to 10/2/95) means when a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies OHFA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

"Very Low Income Family" means a Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

"Veteran" means a person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

"Waiting List" means a list of families organized according to HUD regulations and OHFA policy who are waiting for subsidy to become available.

"Welfare Assistance" means welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

"Welfare Rent" means this concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program. If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed. If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

330:50-1-5. Fair Housing Policy [REVOKED]
(a) It is the policy of OHFA to comply fully with all Federal, State, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.
(b) OHFA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability or sexual orientation.
(c) To further its commitment to full compliance with applicable Civil Rights laws, OHFA will provide Federal/State/local information to Certificate and Voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair
Housing Information and Discrimination Complaint Forms will be made a part of the Certificate and Voucher holder’s briefing packet.

(d) Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because OHFA’s facilities are inaccessible to or unusable by persons with disabilities.

(e) Posters and housing information are displayed in locations throughout OHFA’s office in such a manner as to be easily readable from a wheelchair.

(f) OHFA’s central offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number.

330:50-1-6. Service Policy/Accommodations [REVOKED]

(a) This policy is applicable to all situations described in these Chapter 50 Rules—when a family initiates contact with OHFA, when OHFA initiates contact with a family including when a family applies, and when OHFA schedules or reschedules appointments of any kind.

(b) It is the policy of OHFA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to program participants.

(c) OHFA’s policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on OHFA forms and letters to all families, and all requests will be verified so that OHFA can properly accommodate the need presented by the disability.

(d) Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

(e) Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

(f) All OHFA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

(g) Verification of a Request for Accommodation

(1) All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

(2) OHFA utilizes organizations which provide assistance for hearing- and sight-impaired persons when needed.

330:50-1-7. Translations of Documents [REVOKED]

(a) In determining whether it is feasible to translate documents into other languages, OHFA will consider the following factors:

(1) Number of applicants and participants who do not speak English and speak other languages.

(2) Cost of translation into other languages per/client who speaks the language.

(3) Evaluation of the need for translation by the bi-lingual staff and by agencies that work with the non-English speaking clients.
(4) The availability of organizations to translate documents, letters and forms for non-English speaking families.
(5) Availability of bi-lingual staff to explain untranslated documents to clients.

330:50-1-8. Family Outreach [REVOKED]
(a) OHFA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When OHFA’s waiting list is open, OHFA may publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.
(b) To reach persons who cannot read the newspapers, OHFA may distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. OHFA may also utilize public service announcements.
(c) OHFA may communicate with other service providers in the community, advising them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

330:50-1-9. Owner Outreach [REVOKED]
(a) OHFA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. OHFA will maintain a list of landlords that have units that they are willing to lease to Section 8 families. This listing will consist of any landlord that wants to be included on the list except for landlords that have been debarred or suspended from participation in the Section 8 program.
(b) Outreach may be conducted as needed, at the discretion of the Agency, by a mailing to apartment owners, real estate firms and property management firms with information about the program requirements and benefits of participation to landlords and tenants. OHFA shall make special efforts to recruit owners of suitable properties located outside areas of low-income or minority concentrations.
(c) OHFA may conduct meetings with participating owners to improve owner relations and to recruit new owners.

330:50-1-10. Privacy Rights [REVOKED]
(a) Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.
(b) OHFA’s policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.
(c) Any and all information which would lead one to determine the nature and/or severity of a person’s disability must be kept “confidential.” The personal information must not be released except on an “as needed” basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Director of Leasing.
In accordance with HUD requirements, OHFA will furnish prospective owners with the family’s current address as shown in OHFA’s records and, if known to OHFA, the name and address of the landlord at the family’s current and prior address.

A statement of OHFA’s policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

OHFA’s practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff.

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


OHFA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in the Black Chronicle, Ebony Tribune, Oklahoma Eagle. The Oklahoma Office of Handicapped Concerns, Office of American Indian Training and Employment, and the Oklahoma Employment Security Commission are also contacted. OHFA’s recruitment practices will apply aggressive outreach to community-based racial and ethnic groups referenced above so that the composition and culture of the staff reflects the composition and culture of the community, to the extent possible. All OHFA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

330:50-1-12. Rules and Regulations [REVOKED]

These Chapter 50 Rules are set forth to define OHFA’s policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.


The jurisdiction of OHFA is the state of Oklahoma.

(a) During the term of each assisted lease, and for at least three years thereafter, OHFA will maintain:

1. A copy of the executed lease;
2. The HAP contract; and
3. The application from the family.

(b) The following additional reports will also be maintained for at least three years:

1. Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
2. An application from each ineligible family and notice that the applicant is not eligible;
3. HUD-required reports;
4. Unit inspection reports;
5. Lead-based paint inspection records;
6. Accounts and other records supporting OHFA budget and financial statements for the program; and
7. Other records specified by HUD.

8. Monitoring funding availability, to ensure OHFA is at maximum lease up but not overleased;
9. Timeliness of annual activities (Recertifications, Inspections, etc.).
10. Numbers of failed inspections and abatements.
11. Claim payments made.
12. Number and reason for terminations of assistance.
13. Number of new Certificates and Vouchers issued.
14. Repayment of amounts owed to OHFA.

(c) In order to ensure accuracy, as a minimum, staff (meeting HUD requirements), will perform a quality control review for the following functions:

1. Twenty-five (25) percent of reexaminations.
2. Twenty-five (25) percent of new applications.
3. Five (5) percent of the HQS inspections completed by each inspector.
4. Twenty-five (25) percent of claims processed.

SUBCHAPTER 3. ELIGIBILITY FOR ADMISSION [REVOKED]

330:50-3-1. Introduction [REVOKED]

Subchapter 3 defines both HUD's and OHFA's criteria for admission and denial of admission to the program. The policy of OHFA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. OHFA staff will review all information provided by the family carefully and without regard to factors other than those defined in Subchapter 3. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by OHFA pertaining to their eligibility.

330:50-3-2. Eligibility Factors [REVOKED]
(a) To be eligible for participation, an applicant must meet HUD’s criteria, as well as any permissible additional criteria established by OHFA.

(b) The HUD eligibility criteria are:
   (1) An applicant must be a "family".
   (2) An applicant must be within the appropriate Income Limits.
   (3) An applicant must furnish Social Security Numbers.
   (4) An applicant must furnish evidence of Citizenship/Eligible Immigrant Status.

(c) For OHFA’s additional criteria for eligibility, see Section E, "Other Criteria for Admission."

(d) The Family’s initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for issuance of a Certificate or Voucher.

330:50-3-3. Family Composition [REVOKED]

(a) The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

   (1) A group of persons may be:
      (A) Two or more persons who intend to share residency whose income and resources are available to meet the family’s needs.
      (B) Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family.
      (C) A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child’s temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

   (2) A single person may be:
      (A) An elderly person.
      (B) A displaced person.
      (C) A person with a disability.
      (D) Any “other single” person.
330:50-3-4. **Head of Household** [REVOKED]
(a) The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.
(B) A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

330:50-3-5. **Spouse Head** [REVOKED]
(a) Spouse means the husband or wife of the head.
(b) For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common-law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

330:50-3-6. **Live-In Attendants** [REVOKED]
(a) A Family may include a live-in aide provided that such live-in aide:
   (1) Is determined by OHFA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities;
   (2) Is not obligated for the support of the person(s), and
   (3) Would not be living in the unit except to provide care for the person(s).
(b) A live-in aide is treated differently than family members:
   (1) Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
   (2) Live-in aides are not subject to Non-Citizen Rule requirements.
   (3) Live-in aides may not be considered as a remaining member of the tenant family.
(c) Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
(d) Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in's family members does not overcrowd the unit.
(e) A Live-in Aide may only reside in the unit with the approval of OHFA. Written verification will be required from a doctor. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.
(f) OHFA has the right to disapprove a request for a live-in aide based on the "Other Criteria for Eligibility" described in Subchapter 3.

330:50-3-7. **Split Households Prior to Certificate/Voucher Issuance** [REVOKED]
(a) When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, OHFA will make the decision taking into consideration the following factors:
   (1) Which family member applied as head of household.
   (2) Which family unit retains the children or any disabled or elderly members.
(3) Restriction that were in place at the time the family applied.
(4) Role of domestic violence in the split.
(5) Recommendations of social service agencies or qualified professionals such as
children's protective services.
(b) Documentation of these factors is the responsibility of the applicant families.

330:50-3-8. Multiple Families in the Same Household [REVOKED]
When families apply which consist of two families living together, (such as a mother and
father, and a daughter with her own husband or children), if they apply as a family unit, they will
be treated as a family unit.

330:50-3-9. Joint Custody of Children [REVOKED]
When both parents are on the Waiting List and both are trying to claim the child, the
parent whose address is listed in the school records will be allowed to claim the school-age child
as a dependent. For children who are not school-age, the parent whose address is listed in the
Day-care records will be allowed to claim the child as a dependent.

330:50-3-10. Income Limitations [REVOKED]
(a) In order to be eligible for assistance, an applicant must be either:
(1) A very low-income family; or
(2) A low-income family in any of the following categories:
(A) A low-income family that is continuously assisted under the 1937 Housing
Act. An applicant is continuously assisted if the family has received assistance
under any 1937 Housing Act program within 120 days of Certificate/Voucher
issuance. Programs include public housing, all Section 8 programs, and all
Section 23 programs.
(B) A low-income family physically displaced by rental rehabilitation activity
under 24 CFR part 511.
(C) A low-income non-purchasing family residing in a HOPE 1 or HOPE 2
project.
(D) A low-income non-purchasing family residing in a project subject to a
homeownership program under 24 CFR 248.173.
(E) A low-income family displaced as a result of the prepayment of a
mortgage or voluntary termination of a mortgage insurance contract under 24
CFR 248.165.
(F) A low-income family residing in a HUD-owned multifamily rental
housing project when the project is sold, foreclosed or demolished by HUD
(Certificate program only).
(b) To determine if the family is income-eligible, OHFA compares the Annual Income of the
family to the applicable income limit for the family's size.
(c) Families whose Annual Income exceeds the income limit will be denied admission and
offered an informal review.
(d) Multi jurisdictional HAs: The applicable income limit used for initial issuance of a
Certificate or Voucher is the highest income limit within OHFA's jurisdiction.
(e) For admission to the program (initial lease-up), the family must be within the very low
income limit of the jurisdiction where they want to live.

(f) Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HA in which they want to live.

(g) Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving HA if they are to receive the alternate form of assistance.

330:50-3-11. Mandatory Social Security Numbers [REVOKED]

(a) Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

(b) Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

330:50-3-12. Citizenship/Eligible Immigration Status [REVOKED]

(a) In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

(b) For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family’s status is defined.

(1) Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

(2) No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

(3) Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

(d) Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

330:50-3-13. Other Criteria for Admission [REVOKED]

(a) OHFA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

(1) Certificate Program family’s Total Tenant Payment, computed in accordance with the federal regulations, may not exceed the current Fair Market Rent as set by HUD for the family’s Certificate size in the area.

(2) The Family must not have violated any family obligation during a previous participation in the Section 8 program during the previous 3 years.

(A) When OHFA denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.

(B) An exception may be granted by OHFA if the family member who
violated the family obligation is not a current member of the household on the application.

(3) No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the previous one year.

(4) Family must not have violated the requirements under the family’s Contract of Participation in the Family Self-Sufficiency Program without good cause.

(5) Family must have paid any outstanding debt owed to OHFA or another HA as a result of prior participation in any federal housing program.

(6) No member of the family may have engaged in drug-related criminal activity during the previous one year period or violent criminal activity during the previous 3 year period.

(A) OHFA will not be obligated to ferret out information concerning a family’s criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to OHFA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

(B) If either as a result of the standardized inquiry or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal activity or violent criminal activity, OHFA may conduct closer inquiry to determine whether the family should be denied admission.

(7) No family member may have been evicted from public housing for any reason during the last 3 years.

(8) No family member may have engaged in or threatened abusive or violent behavior toward OHFA personnel.

330:50-3-14. Suitability of Family [REVOKED]

(a) OHFA may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

(b) OHFA will advise families how to file a complaint if they have been discriminated against by an owner. OHFA will advise the family to make a Fair Housing complaint. OHFA could also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

330:50-3-15. Changes in Eligibility Prior to Effective Date of the Contract [REVOKED]

Changes that occur during the period between placement on the waiting list and issuance of a Certificate or Voucher may affect the family’s eligibility or Total Tenant Payment (TTP). For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

330:50-3-16. Ineligible Families [REVOKED]

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they
were denied due to noncitizen status. See Subchapter 37, Complaints and Appeals for additional information about reviews and hearings.

SUBCHAPTER 5. APPLYING FOR ADMISSION [REVOKED]

330:50-5-1. Introduction [REVOKED]

The policy of OHFA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. Subchapter 5 describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but OHFA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with these Chapter 50 Rules.

330:50-5-2. How to Apply [REVOKED]

(a) Families who wish to apply for any of OHFA’s programs must complete a preliminary application form when application taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

(b) Applications will be mailed to interested families upon request.

(c) The application process will involve two phases. The first is the “initial” application for assistance (referred to as a preliminary application). This first phase results in the family’s placement on the waiting list.

(d) The second phase is the “final determination of eligibility” (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time OHFA ensures that verification of all HUD and OHFA eligibility factors is current in order to determine the family’s eligibility for the issuance of a Certificate or Voucher.

330:50-5-3. Opening of Application Taking [REVOKED]

(a) When OHFA opens the waiting list, OHFA will advertise through public notice which will contain:

(1) The dates, times, and the locations where families may apply.

(2) The programs for which applications will be taken.

(3) A brief description of the program.

(4) A statement that public housing residents must submit a separate application if they want to apply for Section 8.

(5) Limitations, if any, on who may apply.

(b) The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes OHFA’s address and telephone number, how to submit an application, information on eligibility requirements, and the availability of preferences.

(c) Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the
330:50-5-4. When Application Taking is Suspended [REVOKED]
(a) OHFA may suspend the acceptance of applications if there are enough Preference holders to fill anticipated openings for the next 18 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.
(b) Any time that there are not enough applicants who claim a preference, OHFA may reopen the list only to applicants who claim a preference.
(c) Suspension of application taking is announced in the same way as opening the waiting list.
(d) The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 18 months. OHFA will give at least 10 business days’ notice prior to closing the list. When the period for accepting applications is over, OHFA will add the new applicants to the list by:
   (1) Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

330:50-5-5. Limits on Who May Apply [REVOKED]
(a) When the waiting list is open any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.
(b) When the application is submitted to OHFA it establishes the family’s date and time of application for placement order on the waiting list.

(a) OHFA will utilize a preliminary application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be completed in an accessible format.
(b) The purpose of the preapplication is to permit OHFA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The preapplication will contain questions designed to obtain the following information:
   (1) Names of adult members and age of all members.
   (2) Sex and relationship of all members.
   (3) Street Address and phone numbers.
   (4) Mailing Address (if PO Box or other permanent address).
   (5) Amount(s) and source(s) of income received by household members.
   (6) Information regarding Disabilities relating to program requirements (i.e., deductions).
   (7) Information related to qualification for preferences.
   (8) Social Security Numbers.
   (9) Race/ethnicity.
   (10) Citizenship/eligible immigration status.
   (11) Arrests for Drug Related or Violent Criminal Activity.
   (12) Request for Specific Accommodation needed to fully utilize program and...
services.

(13) Program integrity questions regarding previous participation in HUD programs.

(c) Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Ineligible families will not be placed on the waiting list.

(d) Preapplications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

(e) Applicants are required to inform OHFA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from OHFA to update information on their application, or to determine their continued interest in assistance.

(f) Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

330:50-5-7. Notification of Applicant Status [REVOKED]

(a) If after a review of the preapplication the family is determined to be preliminarily eligible, they will be notified in writing.

(b) This written notification of preliminary eligibility will be mailed to the applicant.

(c) If the family is determined to be ineligible based on the information provided in the preapplication, OHFA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. (d) Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

330:50-5-8. Time of Selection [REVOKED]

(a) When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

(b) When there is insufficient funding available for the family at the top of the list, OHFA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

(c) Based on OHFA’s turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility “pool.” Selection from the pool will be based on completion of verification.

330:50-5-9. Completion of a Full Application [REVOKED]

(a) Preferences claimed on the preapplication or while the family is on the waiting list will be verified whenever the family claims a preference.

(b) The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

(c) After the preference is verified, when OHFA is ready to select applicants, applicants will be required to:

(1) Participate in a full application interview with an OHFA representative during which the applicant will be required to furnish complete and accurate information.
verbally as requested by the interviewer. The OHFA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

(d) The full application and briefing will be completed when the applicant attends the interview.

330:50-5-10. Requirement to Attend Interview [REVOKED]
(a) OHFA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other OHFA services or programs which may be available.

(b) All adult family members are required to attend the interview and sign the housing application. However, if the head of household cannot attend the interview, the spouse may complete the application and certify for the family.

(c) Exceptions may be made for students attending school and/or for members for whom attendance would be a hardship provided the member unable to attend gives power of attorney to attending head of household/spouse.

(d) It is the applicant’s responsibility to reschedule the interview if she will not be able to attend the appointment. If the applicant does not reschedule or misses one scheduled meeting, OHFA will reject the application.

(e) If an applicant fails to appear for their interview without prior approval of OHFA, their application will be denied unless they can provide acceptable documentation to OHFA that an emergency prevented them from calling/attending.

(f) Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

(g) If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review.

(h) All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by OHFA, the declarations and consents related to citizenship/immigration status and any other documents required by OHFA (or provide a notarized statement/power of attorney to attending adult member to sign on their behalf). Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and a release as required by OHFA.

(i) Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of Certificate/Voucher issuance.

(j) If OHFA determines at or after the interview that additional information or document(s) are needed, OHFA will request the document(s) or information in writing. The family will be given 14 calendar days to supply the information.

(k) If the information is not supplied in this time period, OHFA will provide the family a notification of denial for assistance.
330:50-5-11. Selection of Certificate or Voucher [REVOKED]
(a) OHFA provides an explanation of the differences between the Certificate and Voucher programs orally and in writing, and the applicant is asked to specify which type of assistance they prefer, and to indicate if they would accept the other form of assistance. The family must decide on which form of assistance (Certificate or Voucher) they prefer. If the form of assistance preferred is available, it will be offered to the applicant.
(b) If there is no response to the request for a decision, or funding for the form of assistance preferred is not available, and the family has indicated they would accept the other form of assistance, OHFA will offer whatever form of assistance is available.
(c) The applicant may refuse the first form of assistance offered and retain their place on the waiting list until the other form of assistance is available. If the applicant then refuses the other form of assistance, they will be rejected and their name removed from the waiting list.

330:50-5-12. Final Determination and Notification of Eligibility [REVOKED]
After the verification process is completed, OHFA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by OHFA, and the current eligibility criteria in effect. If the family is determined to be eligible, OHFA will mail a notification of eligibility including a Certificate or Voucher.

SUBCHAPTER 7. ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST [REVOKED]

330:50-7-1. Introduction [REVOKED]
(a) It is OHFA’s objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. Subchapter 7 explains the local preferences which OHFA has adopted to meet local housing needs. By maintaining an accurate waiting list, OHFA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

330:50-7-2. Application Pool [REVOKED]
(a) The waiting list will be maintained in accordance with the following guidelines:
   (1) The application will be a permanent file.
   (2) Applications equal in preference will be maintained by date and time.
   (3) All applicants must meet “Very Low Income” eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Subchapter 3. Eligibility for Admission, must have been approved previously by the HUD Field Office.

330:50-7-3 Special Admissions [REVOKED]
(a) Applicants who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system and are not maintained on separate lists.
(b) Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes in the automated system.
330:50-7-4. Waiting List Preferences [REVOKED]
(a) OHFA will apply a system of preferences. Applications will be ordered by the date and time they are received by OHFA.
(b) An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three (3) years because of drug-related criminal activity.
(c) Types of Applicants With Preference Over “Other Singles”:
   (1) Elderly, disabled and displaced families with up to two members will be given a selection priority over all “Other Single” applicants regardless of preference status.
   (2) “Other Singles” denotes a one-person household in which the individual member is neither elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with their date and time of applications, but cannot be selected for assistance before any elderly family, disabled family or displaced single regardless of any preferences.

330:5-7-5. Local Preferences [REVOKED]
(a) OHFA uses the following Local Preference:
   (1) Any individual or family who:
      (A) Lacks a fixed, regular, and adequate nighttime residence; or
      (B) Has as a primary nighttime residence a publicly or privately operated shelter designed to provide temporary living accommodations, or
      (C) Has as a primary nighttime residence a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. The term includes those families and persons who do not have access to normal accommodations as a result of violence or the threat of violence from a cohabitant,
      (D) or is in imminent danger of becoming homeless.

330:50-7-6. Exceptions for Special Admissions [REVOKED]
(a) If HUD awards an OHFA program funding that is targeted for specifically named families, OHFA will admit these families under a Special Admission procedure. Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. OHFA maintains separate records of these admissions. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:
   (1) A family displaced because of demolition or disposition of a public or Indian housing project;
   (2) A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
   (3) For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
   (4) A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
   (5) A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
330:50-7-7. Targeted Funding [REVOKED]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

330:50-7-8. Preference Eligibility [REVOKED]

(a) Changes in an applicant’s circumstances while on the waiting list may affect the family’s entitlement to a preference. Applicants are required to notify OHFA in writing when their circumstances change.

(b) When an applicant claims a preference, she will be placed on the waiting list in the appropriate order.

330:50-7-9. Order of Selection [REVOKED]

(a) The order of selection is based on OHFA’s system for preferences and the date and time of application.

(b) It is a HUD requirement that elderly and disabled families and displaced singles will always be selected before other singles.

(c) Local preferences will be used to select families from the waiting list.

(d) Among applicants with equal preference status, the waiting list will be organized by date and time.

(e) Under the singles rule, elderly and disabled families and displaced singles will always be selected before other singles without regard to preference status.

330:50-7-10. Final Verification of Preferences [REVOKED]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, OHFA will obtain necessary verifications of preference at the interview and by third-party verification (if the original verification is more than 60 days old).

330:50-7-11. Preference Denial [REVOKED]

(a) If OHFA denies a preference, OHFA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

(b) If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

330:50-7-12. Removal from Waiting List and Purging [REVOKED]

(a) Applicants will be selected from the waiting list by the month of their application and scheduled for an initial interview. If an applicant fails to respond to a mailing from OHFA, scheduling them for an appointment, they will be classified as a no-show and dropped for consideration and removed from the waiting list. The applicant must notify OHFA before their appointment if they cannot make the appointment.

(b) Applicants who are on the waiting list but select a unit through the Mod Rehab program will remain on the waiting list by the date of their application.
(c) Applicants who are notified by mail of an appointment or who were sent a referral card and whose mail is returned, will be dropped from the waiting list. The process will be:

(1) When the returned mail is received in the offices of OHFA, the address correction sticker will be compared with the information on OHFA’s computer system. If the system agrees with the address correction sticker, the pre-application will remain on the system. If the system is different than the address correction sticker, the pre-application will be dropped. Families will not be dropped due to OHFA keying errors.

(2) The waiting list will be purged by a mailing to the applicants to keep the waiting list current and accurate. The mailing will ask for current information and confirmation of continued interest in the program.

(3) Families will be given a deadline for return of confirmation of continued interest. If confirmation is not received by the deadline, families will be removed from the waiting list.

330:50-7-13. Reinstatement from Waiting List [REVOKED]

(a) Families that have been removed from the waiting list and feel that they were removed in error must appeal their removal in writing within thirty (30) calendar days from the date of removal.

(b) All appeals for reinstatement to the waiting list must be signed by the Director of Leasing for placement back on the waiting list by date of original application.

(c) Families with disabilities or other applicants who feel that they should be given consideration for reasonable accommodations will be required to provide documentation in writing to justify their request for reasonable accommodations.

SUBCHAPTER 9. SUBSIDY STANDARDS [REVOKED]

330:50-9-1. Introduction [REVOKED]

HUD guidelines require that HAs establish subsidy standards for the determination of Certificate and Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Certificate or Voucher size also must be within the minimum unit size requirements of HUD’s Housing Quality Standards. Subchapter 9 explains the subsidy standards which will be used to determine the Certificate/Voucher size for various sized families when they are selected from the waiting list, as well as OHFA’s procedures when a family’s size changes, or a family selects a unit size that is different from the Certificate or Voucher.


(a) OHFA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Certificate or Voucher. OHFA’s subsidy standards for determining Certificate/Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older. All standards in this section relate to the number of bedrooms on the Certificate or Voucher, not the family’s actual living arrangements.

The unit size on the Certificate or Voucher remains the same as long as the family composition
remains the same, regardless of the actual unit size rented. Generally, OHFA assigns one bedroom to two people within the following guidelines:

1. Persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.
2. Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship).
3. Foster children will be included in determining unit size only if they will be in the unit for more than 6 months.
4. Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendants' family.
5. Space may be provided for a child who is away at school but who lives with the family during school recesses.
6. Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
7. Adults of different generations will have separate bedrooms.
8. Single person families shall be allocated a one-bedroom.
9. A single pregnant woman or a couple expecting their first child will be assigned a 2-bedroom allocation.

(b) GUIDELINES FOR DETERMINING CERTIFICATE/VOUCHER SIZE

<table>
<thead>
<tr>
<th>Certificate/Voucher Size</th>
<th>Persons in Household (Minimum #)</th>
<th>Persons in Household (Maximum #)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>2 Bedrooms</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>3 Bedrooms</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>4 Bedrooms</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>5 Bedrooms</td>
<td>6</td>
<td>10</td>
</tr>
<tr>
<td>6 Bedrooms</td>
<td>8</td>
<td>12</td>
</tr>
</tbody>
</table>


(a) The Certificate/Voucher size is determined prior to the briefing by comparing the family composition to OHFA subsidy standards. If an applicant requires a change in the Certificate/Voucher size, the following guidelines will apply:

1. Requests for Exception to Subsidy Standards for Applicants
2. OHFA will not issue a larger Certificate or Voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.
3. OHFA shall grant exceptions from the standards if the family requests and OHFA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.
4. Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

   (A) Persons who cannot occupy a bedroom because of a verified medical or health reason.
Elderly persons or Persons with disabilities who may require a live-in attendant.

Requests based on health related reasons must be verified by a doctor.

If OHFA errs in the bedroom size designation, the family will be issued a Certificate or Voucher of the appropriate size so that the family is not penalized.


(a) The members of the family residing in the unit must be approved by OHFA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform OHFA within 30 calendar days.

(1) Requests for Exception to Subsidy Standards for Participants

(A) OHFA will grant an extension upon request as an accommodation for persons with disabilities.

(B) OHFA will not issue a larger size Certificate or Voucher due to additions to the family other than by birth, adoption, marriage, court-awarded custody, or verified medical or health reasons.

(2) Underhoused and Overhoused Families

(A) If a unit does not meet HQS space standards due to an increase in family size, (unit too small), OHFA will issue a new Certificate or Voucher.

(i) Certificate Families Only:

(ii) If a Certificate family is occupying a unit in which has more bedrooms than allocated under OHFA’s subsidy standards, and the gross rent exceeds the FMR/Exception rent for the family size under OHFA’s subsidy standards, OHFA will issue the family a new Certificate or Voucher.

(iii) Certificate families who are under-occupying a unit as defined above will be given a minimum of 60 days before assistance is terminated.

(3) OHFA will also notify the family of the circumstances under which an exception will be granted, such as:

(A) If a family with a disability is underhoused in an accessible unit.

(B) If a family requires the additional bedroom because of a health problem which has been verified by OHFA.

330:50-9-5. Unit size selected [REVOKED]

(a) The family may select a different size dwelling than that listed on the Certificate or Voucher.

There are three criteria to consider:

(1) Rent Limitation: For the Certificate Program, OHFA must always apply the FMR for the Certificate size or the unit size selected by the family, whichever is less.

For the Voucher Program, OHFA uses the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less.

(2) Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual bedroom size of the unit the family selects, regardless of the size authorized on the family’s Certificate or Voucher.
(3) Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

<table>
<thead>
<tr>
<th>Maximum # of Persons in Household</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 Bedroom</td>
</tr>
<tr>
<td>1 Bedroom</td>
</tr>
<tr>
<td>2 Bedrooms</td>
</tr>
<tr>
<td>3 Bedrooms</td>
</tr>
<tr>
<td>4 Bedrooms</td>
</tr>
<tr>
<td>5 Bedrooms</td>
</tr>
<tr>
<td>6 Bedrooms</td>
</tr>
</tbody>
</table>

330:50-11-1. Introduction [REVOKED]

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. Subchapter 11, defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set-forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. Subchapter 11 outlines OHFA’s policies in those areas which allow OHFA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

330:50-11-2. Income and Allowances [REVOKED]

(a) The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is counted.

(b) Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

(c) Adjusted Income is defined as the Annual income minus any HUD allowable deductions.

(d) HUD has five allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. "Elderly" allowance: $400 for families whose head or spouse is 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for "elderly"
families.
(4) Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
(5) Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.
(e) “Minimum rent” in the Certificate and Moderate Rehabilitation program is not less than 25 dollars. Minimum rent includes the combined amount (TTP) a family pays towards rent and/or utilities.
(f) Minimum family contribution in the Voucher program is not less than 25 dollars.

330:50-11-3. Definition of Temporarily/Permanently Absent [REVOKED]
(a) OHFA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, OHFA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.
(b) Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) are counted as income.
(c) It is the responsibility of the head of household to report changes in family composition. OHFA will evaluate absences from the unit using this policy.

330:50-11-4. Absence of Entire Family [REVOKED]
(a) These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, OHFA will terminate assistance in accordance with appropriate termination procedures contained in these Chapter 50, Rules.
(b) Families are required both to notify OHFA before they move out of a unit and to give OHFA information about any family absence from the unit.
(c) Families must notify OHFA if they are going to be absent from the unit for more than 30 consecutive days.
(d) If the entire family is absent from the assisted unit for more than 60 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.
(e) If it is determined that the family is absent from the unit longer than the time specified in these Chapter 50 Rules, OHFA will not continue assistance payments.
(f) HUD regulations require OHFA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.
(g) “Absence” means that no family member is residing in the unit.
(h) In order to determine if the family is absent from the unit, OHFA may:
   (1) Write letters to the family at the unit.
   (2) Telephone the family at the unit.
   (3) Interview neighbors.
   (4) Verify if utilities are in service.
(i) A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD allowed 180 consecutive calendar days.
If the absence which resulted in termination of assistance was due to a person’s disability, and OHFA can verify that the person was unable to notify OHFA in accordance with the family’s responsibilities, and if funding is available, OHFA may reinstate the family as an accommodation if requested by the family.

330:50-11-5. Absence of Any Member [REVOKED]
Any member of the household will be considered permanently absent if s/he is away from the unit for more than 90 consecutive days except as otherwise provided in Subchapter 11.

330:50-11-6. Absence due to Medical Reasons [REVOKED]
If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, OHFA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 120 consecutive days, the family member will not be considered permanently absent. If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with OHFA’s “Absence of Entire Family” policy.

330:50-11-7. Absence Due to Incarceration [REVOKED]
(a) If the sole member is incarcerated for more than 30 consecutive days, she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for one consecutive month.
(b) OHFA will determine if the reason for incarceration is for drug-related or violent criminal activity.

330:50-11-8 Foster Care and Absences of Children [REVOKED]
(a) If the family includes children temporarily absent from the home due to placement in foster care, OHFA will determine from the appropriate agency when the child/children will be returned to the home.
(b) If the time period is to be greater than 2 months from the date of removal of the children, the Certificate/Voucher size will be reduced. If all children are removed from the home permanently, the Certificate or Voucher size will be reduced in accordance with OHFA’s subsidy standards.

(a) If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, OHFA will treat that adult as a visitor for the first 90 days.
(b) If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Certificate or Voucher will be transferred to the caretaker.
(c) If the appropriate agency cannot confirm the guardianship status of the caretaker, OHFA will review the status at 30 day intervals.
(d) If custody or legal guardianship has not been awarded by the court, but the action is in
process, OHFA will secure verification from social services staff or the attorney as to the status.

(e) The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

(f) OHFA will transfer the Certificate or Voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 90 days and it is reasonable to expect that custody will be granted.

(g) When OHFA approves a person to reside in the unit as caretaker for the children, the income should be counted pending a final disposition. OHFA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

(h) If a member of the household is subject to a court order that restricts him/her from the home for more than one month, the person will be considered permanently absent.

(i) The family will be required to notify OHFA in writing within 14 calendar days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

(j) The family member will be determined permanently absent if verification is provided.

(k) Time extension will be granted as an accommodation upon request by a person with a disability.

(l) If an adult child goes into the military and leaves the household, they will be considered permanently absent.

(m) Full time students who attend school away from the home will be treated in the following manner:

1. A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family’s choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Certificate/Voucher size.

330:50-11-10. Visitors [REVOKED]

(a) Any adult not included on the HUD 50058 who has been in the unit more than 15 consecutive days, or a total of 30 days in a 12-month period, will be considered to be living in the unit as an unauthorized household member.

(b) Absence of evidence of any other address will be considered verification that the visitor is a family member.

(c) Statements from neighbors and/or the landlord will be considered in making the determination.

(d) Use of the unit address as the visitor’s current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

(e) The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and OHFA will terminate assistance since prior approval was not requested for the addition.

(f) Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 120 days per year without being considered a member of the household.

(g) In a joint custody arrangement, if the minor is in the household less than 30 days per
year, the minor will be considered to be an eligible visitor and not a family member.

330:50-11-11. Reporting Additions to Owner and OHFA [REVOKED]
(a) Reporting changes in household composition to OHFA is both a HUD and an OHFA requirement.
(b) The family obligations require the family to request OHFA approval to add any other family member as an occupant of the unit and to inform OHFA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.
(c) If the family does not obtain prior written approval from OHFA, any person the family has permitted to move in (beyond the 15 allowable ‘visitor’ days), will be considered an unauthorized household member.
(d) An interim reexamination will be conducted for any additions to the household. In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

330:50-11-12. Reporting Absences to OHFA [REVOKED]
(a) Reporting changes in household composition is both a HUD and an OHFA requirement.
(b) If a family member leaves the household, the family must report this change to OHFA, in writing, within 14 days of the change and certify as to whether the member is temporarily absent or permanently absent.
(c) OHFA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

(a) When Annual Income cannot be anticipated for a full twelve months, OHFA may average known sources of income that vary to compute an annual income.
(b) If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.
(c) Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available.
(d) If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.
(e) The method used depends on the regularity, source and type of income.

There is no minimum income requirement. Families who report zero income will be recertified annually.

330:50-11-15. Income of Person Permanently Confined to Nursing Home [REVOKED]
If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, OHFA will calculate the TTP as:
(1) Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.
330:50-11-16. Regular contributions and gifts  [REVOKED]
(a) Regular contributions and gifts received from persons outside the household are counted as income for calculation of the TTP.
(b) Any contribution or gift received every 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than $300 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts.
(c) If the family’s expenses exceed its known income, OHFA will question the family about contributions and gifts.

330:50-11-17. Alimony and child support  [REVOKED]
(a) Regular alimony and child support payments are counted as income for calculation of TTP.
(b) If the amount of child support or alimony received is less than the amount awarded by the court, OHFA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.
(c) OHFA will accept as verification that the family is receiving an amount less than the award if:
   (1) OHFA receives verification from the agency responsible for enforcement or collection.
   (2) The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.
(d) It is the family’s responsibility to supply a certified copy of the divorce decree.

330:50-11-18. Lump-Sum Receipts  [REVOKED]
(a) Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker’s compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.
(b) Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.
(c) In order to determine amount of retroactive tenant rent that the family owes as a result of the lump-sum receipt:
   (1) OHFA will calculate prospectively if the family reported the payment within 14 calendar days and retroactively to date of receipt if the receipt was not reported within that time frame.
   (d) If the payment is reported on a timely basis, the calculation will be done prospectively (Prospective Calculation Methodology) and will result in an interim adjustment calculated as follows:
      (1) The entire lump sum payment will be added to the annual income at the time of...
the interim.
(2) — OHFA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).
(3) — At the next annual recertification, OHFA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
(4) — The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

e) Retroactive Calculation Methodology
(1) — OHFA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
(2) — OHFA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due OHFA.

f) At OHFA’s option, OHFA may enter into a Repayment Agreement with the family.

(g) — The amount owed by the family is a collectible debt even if the family becomes unassisted.

(h) — The family’s attorney fees may be deducted from lump sum payments when computing annual income if the attorney’s efforts have recovered a lump sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

Contributions to company retirement/pension funds are handled as follows:
(1) — While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
(2) — After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

(a) — OHFA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. OHFA will count the difference between the market value and the actual payment received in calculating total assets.
(b) — Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.
(c) — OHFA’s minimum threshold for counting assets disposed of for less than Fair Market value is $5,000.00. If the total value of assets disposed of within a one-year period is less than $5,000.00, they will not be considered an asset.

(a) — Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work, attend school full time, or to actively seek employment.
(b) — In the case of a child attending private school, only after-hours care can be counted as child care expenses.
(c) — Child care expenses cannot be allowed as a deduction if there is an adult household

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member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

(1) The abuser in a documented child abuse situation, or
(2) A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

(d) The maximum child care expense allowed must be less than the amount earned by the person enabled to work.

330:50-11-22. Medical Expenses [REVOKED]
(a) When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.
(b) Nonprescription medicines must be doctor recommended in order to be considered a medical expense.
(c) Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.
(d) Accupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

330:50-11-23. Proration of Assistance for “Mixed” Families [REVOKED]
(a) Proration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.
(b) “Mixed” families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.
(c) Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. TTP is the gross rent minus the prorated assistance.

(a) If the family’s benefits, such as social security, SSI or AFDC, are reduced through no fault of the family, OHFA will use the net amount of the benefit.
(b) If the family’s benefits were reduced due to family error, omission, or misrepresentations, OHFA will use the gross amount of the benefit.

(a) The same Utility Allowance Schedule is used for both Certificates and Vouchers.
(b) The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from TTP to establish the family’s rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family’s actual consumption. OHFA will review the Utility Allowance Schedule on an annual basis and revise it if needed.
(c) The approved utility allowance schedule is given to families along with their Certificate or Voucher. The utility allowance is based on the actual unit size selected.
(d) Where families provide their own range and refrigerator, OHFA will establish an
allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance.

(e) Where the Utility Allowance exceeds the family’s TTP, OHFA will provide a Utility Reimbursement Payment (UR) for the family each month. The check will be made out directly to the tenant.

SUBCHAPTER 13. VERIFICATION PROCEDURES [REVOKED]

330:50-13-1. Introduction [REVOKED]
HUD regulations require that the factors of eligibility and TTP be verified by OHFA. Applicants and program participants must furnish proof of their statements whenever required by OHFA, and the information they provide must be true and complete. OHFA’s verification requirements are designed to maintain program integrity. Subchapter 13 explains OHFA’s procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. OHFA will ensure that proper authorization from the family is always obtained before making verification inquiries.

(a) OHFA will verify information through the four methods of verification acceptable to HUD in the following order:
   (1) Third-Party Written
   (2) Third-Party Oral
   (3) Review of Documents
   (4) Certification/Self-Declaration
(b) OHFA will allow 21 calendar days for return of third-party verifications and 14 calendar days to obtain other types of verifications before going to the next method.
(c) For applicants, verifications may not be more than 60 calendar days old at the time of Certificate/Voucher issuance. For participants, they are valid for 120 calendar days from date of receipt.

330:50-13-3. Third-Party Written Verification [REVOKED]
(a) Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.
(b) Verifications received electronically directly from the source are considered third party written verifications.
(c) Third-party verification forms will not be hand carried by the family under any circumstances with the following exceptions:
(d) OHFA will not accept verifications delivered by the family except computerized printouts from the following agencies:
   (1) Social Security Administration.
   (2) Veterans Administration.
   (3) Welfare Assistance.
   (4) Unemployment Compensation Board.

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, OHFA will compare the information to any documents provided by the Family. If provided by telephone, OHFA must originate the call.

330:50-13-5. Review of Documents [REVOKED]

(a) In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 3 weeks, OHFA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

(b) All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

(c) OHFA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

1. Printed wage stubs
2. Computer print-outs from the employer
3. Signed letters (provided that the information is confirmed by phone)
4. Other documents noted in Subchapter 13. as acceptable verification

(d) OHFA will accept FAXed documents.

(e) OHFA will accept photo copies.

(f) If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, OHFA will utilize the third-party verification.

(g) OHFA will not delay the processing of an application beyond 21 days because a third-party information provider does not return the verification in a timely manner.


(a) When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

(b) Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury.


(a) The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

(b) Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

(c) Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any-
information requested by OHFA or HUD.


Where allowed by HUD and/or other State or local agencies, computer matching will be done.

330:50-13-9. Items to be Verified [REVOKED]
(a) All income not specifically excluded by the regulations.
(b) Zero-income status of household.
(c) Full-time student status including High School students who are 18 or over.
(d) Current assets including assets disposed of for less than fair market value in preceding two years.
(e) Child care expense where it allows an adult family member to be employed or to further his/her education.
(f) Total medical expenses of all family member in households whose head or spouse is elderly or disabled.
(g) Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.
(h) Legal Identity.
(i) U.S. citizenship/eligible immigrant status.
(j) Social Security Numbers for all family members 6 years of age or older.
(k) “Preference” status.
(l) Familial/Marital status when needed for head or spouse definition.
(m) Disability for determination of preferences, allowances or deductions.

330:50-13-10. Verification of Income (Income Types) [REVOKED]
(a) Employment Income
   (1) Verification forms request the employer to specify the:
       (A) Dates of employment.
       (B) Amount and frequency of pay.
       (C) Date of the last pay increase.
       (D) Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
       (E) Estimated income from overtime, tips, bonus pay expected during next 12 months.
   (2) Acceptable methods of verification include, in this order:
       (A) Employment verification form completed by the employer.
       (B) Check stubs or earning statements which indicate the employee’s gross pay, frequency of pay or year to date earnings.
       (C) W-2 forms plus income tax return forms.
       (D) Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.
   (3) Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of
income.

(4) In cases where there are questions about the validity of information provided by
the family, OHFA will require the most recent federal income tax statements.

(b) Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

(1) Acceptable methods of verification include, in this order:
(A) Benefit verification form completed by agency providing the benefits.
(B) Award or benefit notification letters prepared and signed by the providing
agency.
(C) Computer report electronically obtained or in hard copy.
(D) Bank statements for direct deposits.

(c) Unemployment Compensation

(1) Acceptable methods of verification include, in this order:
(A) Verification form completed by the unemployment compensation agency.
(B) Computer printouts from unemployment office stating payment dates and
amounts.
(C) Payment stubs.

(d) Welfare Payments or General Assistance

(1) Acceptable methods of verification include, in this order:
(A) OHFA verification form completed by payment provider.
(B) Written statement from payment provider indicating the amount of
grant/payment, start date of payments, and anticipated changes in payment in the
next 12 months.
(C) Computer-generated Notice of Action.
(D) Computer-generated list of "benefits received" from Welfare Department.

(e) Alimony or Child Support Payments

(1) Acceptable methods of verification include, in this order:
(A) Copy of a separation or settlement agreement or a divorce decrees stating
amount and type of support and payment schedules.
(B) A (notarized) letter from the person paying the support.
(C) Copy of latest check and/or payment stubs from Court Trustee. OHFA
must record the date, amount, and number of the check.
(D) Family’s self-certification of amount received and of the likelihood of support
payments being received in the future, or that support payments are not being
received.
(E) If payments are irregular, the family must provide:
   (i) A copy of the separation or settlement agreement, or a divorce
decree stating the amount and type of support and payment schedules.
   (ii) A statement from the agency responsible for enforcing payments to
show that the family has filed for enforcement.
   (iii) A welfare notice of action showing amounts received by the
welfare agency for child support.
   (iv) A written statement from an attorney certifying that a collection or
enforcement action has been filed.

(f) Net Income from a Business

In order to verify the net income from a business, OHFA will view IRS and financial-
documents from prior years and use this information to anticipate the income for the next 12 months.

(1) Acceptable methods of verification include:

(A) IRS Form 1040, including:
   (i) Schedule C (Small Business).
   (ii) Schedule E (Rental Property Income).
   (iii) Schedule F (Farm Income).

(B) If accelerated depreciation was used on the tax return or financial statement, an accountant’s calculation of depreciation expense, computed using straight-line depreciation rules.

(C) Audited or unaudited financial statement(s) of the business.

(D) Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for 6 months) to project income for the next 12 months.

The family will be advised to maintain these documents in the future if they are not available.

(E) Family’s self-certification or income tax return as to net income realized from the business during previous years.

(g) Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

(h) Recurring Gifts

(1) The family must furnish a self-certification which contains the following information:

   (A) The person who provides the gifts.
   (B) The value of the gifts.
   (C) The regularity (dates) of the gifts.
   (D) The purpose of the gifts.

(i) Zero Income Status

(1) Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

(2) OHFA will request information from the Oklahoma Employment Security Commission.

(3) OHFA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

(j) Full-Time Student Status

(1) Only the first $480 of the earned income of full-time students, other than head or spouse, will be counted towards family income.

(2) Financial aid, scholarships and grants received by full-time students are not counted towards family income.

(3) Verification of full-time student status includes:

   (A) Written verification from the registrar’s office or other school official.
   (B) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.
330:50-13-11. Income from Assets  [REVOKED]

(a) Acceptable methods of verification include, in this order:

(1) Savings Account Interest Income and Dividends
   Will be verified by:
   (A) Account statements, passbooks, Certificates of deposit, or OHFA verification forms completed by the financial institution.
   (B) Broker’s statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker’s verification.
   (C) IRS Form 1099 from the financial institution, provided that OHFA must adjust the information to project earnings expected for the next 12 months.

(2) Interest Income from Mortgages or Similar Arrangements
   (A) A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
   (B) Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

(3) Net Rental Income from Property Owned by Family
   (A) IRS Form 1040 with Schedule E (Rental Income).
   (B) Copies of latest rent receipts, leases, or other documentation of rent amounts.
   (C) Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

330:50-13-12. Verification of Assets  [REVOKED]

(a) Family Assets
   OHFA will require the necessary information to determine the current cash value (the net amount the family would receive if the asset were converted to cash):
   (1) Verification forms, letters, or documents from a financial institution or broker.
   (2) Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
   (3) Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
   (4) Real estate tax statements if the approximate current market value can be deduced from assessment.
   (5) Financial statements for business assets.
   (6) Copies of closing documents showing the selling price and the distribution of the sales proceeds.
   (7) Appraisals of personal property held as an investment.
   (8) Family’s self-certification describing assets or cash held at the family’s home or in safe deposit boxes.

(b) Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding...
effective date of certification or recertification:

(1) For all Certifications and Recertifications, OHFA will obtain the Family’s certification as to whether any member has disposed of assets for less than fair market value during the 2 years preceding the effective date of the certification or recertification.

(2) If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows:

(A) all assets disposed of for less than FMV,

(B) the date they were disposed of,

(C) the amount the family received, and

(D) the market value of the assets at the time of disposition.

(c) Third party verification will be obtained wherever possible.

330:50-13-13. Verification of Allowable Deductions from Income [REVOKED]

(a) Child Care Expenses

(1) Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

(2) Verifications must specify the child care provider’s name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

(3) Family’s certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

(b) Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

(1) Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and extent to which those expenses will be reimbursed by insurance or a government agency.

(2) Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

(3) Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

(4) For attendant care:

(A) A reliable, knowledgeable professional’s certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

(B) Attendant’s written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
(5) Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

(6) Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

(7) Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. OHFA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

(8) OHFA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

(c) Assistance to Persons with Disabilities

(1) In All Cases:

(A) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

(B) Family’s certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

(2) Attendant Care:

(A) Attendant’s written certification of amount received from the family, frequency of receipt, and hours of care provided.

(B) Certification of family and attendant and/or copies of canceled checks family used to make payments.

(3) Auxiliary Apparatus:

(A) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

(B) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.


(a) Verification of Legal Identity

(1) In order to prevent program abuse, OHFA will require applicants to furnish verification of legal identity for all family members.

(2) The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

(A) Certificate of Birth, naturalization papers.

(B) Church issued baptismal certificate.

(C) Current, valid Driver’s license.

(D) U.S. military discharge (DD 214).

(E) U.S. passport.

(F) Voter’s registration.

(G) Company/agency Identification Card.
(H) Department of Motor Vehicles Identification Card.
(I) Hospital records.

(3) Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:
   (A) Certificate of Birth.
   (B) Adoption papers.
   (C) Custody agreement.
   (D) Health and Human Services ID.
   (E) School records.

(4) If none of these documents can be provided, a third party who knows the person may, at OHFA’s discretion, provide a verification.

(b) Verification of Marital Status

(1) Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
(2) Verification of a separation may be a copy of court-ordered maintenance or other records.
(3) Verification of marriage status is a marriage certificate.

(c) Familial Relationships

(1) Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.
(2) The following verifications will always be required if applicable:
   (A) Verification of guardianship is:
      (i) Court-ordered assignment.
      (ii) Affidavit of parent.
      (iii) Verification from social services agency.
      (iv) School records.
   (B) Evidence of a stable family relationship:
      (i) Joint bank accounts or other shared financial transactions.
      (ii) Leases or other evidence of prior cohabitation.

(d) Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, OHFA will consider any of the following as verification:
(1) Husband or wife institutes divorce action.
(2) Husband or wife institutes legal separation.
(3) Order of protection/restraining obtained by one family member against another.
(4) Proof of another home address, such as utility bills, canceled checks for rent, driver’s license, or lease or rental agreement, if available.
(5) Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
(6) If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

(e) Verification of Change in Family Composition

OHFA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, school or DMV records,
(f) Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

(g) Verification of Citizenship/Eligible Immigrant Status

(1) To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while an OHFA hearing is pending.

(A) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

(B) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

(C) Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. OHFA verifies the status through the INS SAVE system. If this primary verification fails to verify status, OHFA must request within 14 calendar days that the INS conduct a manual search.

(D) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

(E) Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

(2) Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

(3) Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial HA does not supply the documents, OHFA must conduct the determination.
(4) Extensions of Time to Provide Documents. OHFA will grant an extension of up to 30 calendar days for families to submit evidence of eligible immigrant status.

(5) Acceptable Documents of Eligible Immigration. Only the following documents are acceptable:

(A) Resident Alien Card (I-551).
(B) Alien Registration Receipt Card (I-151).
(C) Arrival-Departure Record (I-94).
(D) Temporary Resident Card (I-688).
(F) Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual’s entitlement has been verified.

(G) A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

(h) Verification of Social Security Numbers

(1) Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

(A) A driver’s license.
(B) Identification card issued by a Federal, State or local agency.
(C) Identification card issued by a medical insurance company or provider (including Medicare and Medicaid).
(D) An identification card issued by an employer or trade union.
(E) An identification card issued by a medical insurance company.
(F) Earnings statements or payroll stubs.
(G) Bank Statements.
(H) IRS Form 1099.
(I) Benefit award letters from government agencies.
(J) Retirement benefit letter.
(K) Life insurance policies.
(L) Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
(M) Verification of benefits or Social Security Number from Social Security Administration.
(2) New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to OHFA.

(3) If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by OHFA. The applicant/participant or family member will have an additional 30 days to provide proof of the Social Security Number. If they fail to provide this documentation, the family’s assistance will be terminated.

(4) In the case of an individual at least 62 years of age, OHFA may grant an extension for an additional 60 days to a total of 90 days. If, at the end of this time, the elderly individual has not provided documentation, the family’s assistance will be terminated.

(5) If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

(i) Medical Need for Larger Unit
A written certification that a larger unit is necessary must be obtained from a physician.

330:50-13-15. Waiting List Preferences [REVOKED]
(a) Local Preferences
OHFA will utilize a Local Homeless Preferences. The definition of a Homeless individual or family means any person or family who:

(1) lacks a fixed, regular and adequate nighttime residence, or
(2) has as a primary nighttime residence a publicly or privately operated shelter designed to provide temporary living accommodations, or
(3) has as a primary nighttime residence a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. The term includes those families and persons who do not have access to normal accommodations as a result of violence or the threat of violence from a cohabitant, or
(4) is in imminent danger of becoming homeless.

(b) Any person terminated because of non-compliance with OHFA policies will not receive a Homeless Preference for three years.

SUBCHAPTER 15. CERTIFICATE/VOUCHER ISSUANCE AND BRIEFINGS [REVOKED]

330:50-15-1. Introduction [REVOKED]
OHFA’s objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, OHFA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, OHFA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program.
Subchapter 15. describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

330:50-15.2. Issuance of Certificates/Vouchers [REVOKED]
(a) When funding is available, OHFA will issue Certificates and Vouchers to applicants whose eligibility has been determined. The issuance of Certificates and Vouchers must be within the dollar limitations set by the ACC budget.
(b) The number of Certificates and Vouchers issued must ensure that OHFA stays as close as possible to 100% lease-up. OHFA performs a calculation to determine whether applications can be processed, the number of Certificates and Vouchers that can be issued, and to what extent OHFA can over issue (issue more Certificates or Vouchers than the budget allows).
(c) OHFA may over issue Certificates or Vouchers only to the extent necessary to meet leasing goals. All Certificates and Vouchers which are over-issued must be honored. If OHFA finds it is over-leased, it must adjust future issuance of Certificates or Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

(a) A full HUD required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups and/or individual meetings.
(b) Briefings for the Certificate Program and the Voucher Program will be held and conducted in English.
(c) The purpose of the briefing is to explain the documents in the Certificate/Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

(a) OHFA will not issue a Certificate or Voucher to a family unless the household representative has attended a briefing and signed the Certificate or Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend one scheduled briefing, without prior notification and approval of OHFA, may be denied admission based on failure to supply information needed for certification. OHFA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

(a) The documents and information provided in the briefing packets for both the Certificate and Voucher programs will comply with all HUD requirements. OHFA may include other information and/or materials which are not required by HUD. The family is provided with the following information and materials:
   (1) The term of the Certificate or Voucher, and OHFA policy for requesting extensions to the term of the Certificate or Voucher or suspensions of the Certificate/Voucher.
   (2) A description of the method used to calculate the assistance payment, information-
on Fair Market Rents (Certificate program), payment standards (Voucher program), and utility allowances.

(3) How the maximum allowable rent is determined.

(4) Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.

(5) The boundaries of the geographical area in which the family may lease a unit, including an explanation of portability.

(6) The HUD lease addendum.

(7) The Request for Lease Approval form, and a description of the procedure for requesting approval for a unit.

(8) OHFA policy on providing information about families to prospective owners.

(9) The Subsidy Standards, when and how exceptions are made and how the Certificate or Voucher size relates to the unit size selected.

(10) The HUD brochure, “A Good Place to Live” on how to select a unit that complies with HQS.

(11) The HUD brochure on lead-based paint.

(12) Information on federal, State and local equal opportunity laws and the form for reporting suspected discrimination.

(13) The Family Obligations under the program.

(14) The grounds for termination of assistance because of family action or failure to act.

(15) When OHFA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.

(16) Requirements for reporting changes between certifications.

(17) Information on security deposits.

(18) Landlord listing.

330:50-15-6. Other Information to be Provided at the Briefing [REVOKED]

(a) The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and OHFA, and OHFA and the owner. The briefing presentation emphasizes:

(1) Family and owner responsibilities.

(2) Where a family may lease a unit inside and outside its jurisdiction.

(3) How portability works for families eligible to exercise portability.

(4) Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in OHFA’s jurisdiction.

(5) Exercising choice in residency.

(6) Choosing a unit carefully and only after due consideration.

(7) The Family Self Sufficiency program and its advantages.

(b) If the family includes a person with disabilities, OHFA will ensure compliance with CFR-8.6 to ensure effective communication.
330:50-15-7. Encouraging Participation in Areas without Low Income or Minority Concentration [REVOKED]

At the briefing, families are encouraged to search for housing in non-impacted areas and OHFA will provide assistance to families who wish to do so.


OHFA provides each family with a HUD discrimination complaint form and directs the family to report suspected discrimination to HUD.


(a) Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

(1) Under the Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed the TTP or $50.00, whichever is greater, for non-lease-in-place families.

(2) For the Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed:

(A) The greater of 30% of adjusted monthly income or $50 for non-lease-in-place families.

(B) The greater of 30% of adjusted monthly income or $50 or amount of existing security deposit for already leased-in-place families.

(b) Leases Effective on or after October 2, 1995

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

(1) For lease-in-place families, responsibility for first and last month’s rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.


After successfully completing the verification process, each household may be issued a Certificate or Voucher which represents a contractual agreement between OHFA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.


(a) The HA will suspend the term of the extended Certificate or Voucher (C/V) on last unexpired day (day 120) if the family has submitted a Request for Lease Approval (RFLA) via scheduling an appointment during the final extended term of the C/V and the HA cannot perform a Housing Quality Standards (HQS) inspection or reinspection until after the C/V would have expired if a suspension of term had not occurred. The C/V clock will remain suspended at day 120 until the HA has conducted a HQS inspection. If the unit fails HQS, the landlord will be given up to thirty (30) days to make repairs, and one HQS reinspection will be performed. The term will remain suspended until the HA has either approved or denied the RFLA based upon the results of the initial inspection or one reinspection.
(a) The Certificate or Voucher is valid for a period of 60 calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within the 60 day period unless an extension has been granted by OHFA in writing.
(b) If the Certificate or Voucher has expired, and has not been extended by OHFA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

(a) Extensions are permissible at the discretion of OHFA up to an additional 60 days (the maximum time period of a Certificate/Voucher shall be no more than 120 days), primarily for these reasons:
   (1) Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family’s ability to find a unit within the initial 60 day period. Verification is required.
   (2) OHFA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of OHFA, throughout the initial 60 day period. A completed search record is required.
   (3) The family was prevented from finding a unit due to disability accessibility requirements or large size four or more bedroom unit requirement. The Search Record is part of the required verification.
   (4) If the HA is determined to be underleased, C/V extensions will be granted. A written request from the C/V holder to extend the C/V must be postmarked or received prior to the expiration of the C/V unless the C/V holder submits a RFLA via scheduling an inspection appointment during the unexpired term of the C/V and the HA does not process the RFLA (perform HQS, etc.) Until after the C/V expiration date, the C/V holder may request in writing an extension of the C/V up to the maximum 120 day total life of the C/V at the time of the failed HQS inspection.
   (5) OHFA may request HUD approval to extend the Certificate or Voucher beyond an additional 60 days.
(b) Families who require additional assistance during their search may call OHFA Office to request assistance.

The family will not be permitted to change the form of assistance in place.

(a) In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, OHFA shall consider the following factors to determine which of the families will continue to be assisted:
(1) Which family member was the head of household when the Certificate or Voucher was initially issued (listed on the initial application).

(2) Which family unit retains the children or any disabled or elderly members.

(3) Restriction that were in place at the time the family applied.

(4) Role of domestic violence in the split.

(5) Recommendations of social service agencies or qualified professionals such as children’s protective services.

(6) Documentation of these factors will be the responsibility of the requesting parties.

(b) If documentation is not provided, OHFA will terminate assistance on the basis of failure to provide information necessary for a recertification.

(c) Where the breakup of the family also results in a reduction of the size of the Certificate, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized Certificate.


(a) To be considered the remaining member of the tenant family, the person must have been previously approved by OHFA to be living in the unit.

(b) A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

(c) In order for a minor child to continue to receive assistance as a remaining family member:

(1) The court has to have awarded emancipated minor status to the minor, or

(2) OHFA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

(d) A reduction in family size may require a reduction in the Certificate or Voucher size.

SUBCHAPTER 17. REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION [REVOKED]

330:50-17-1. Introduction [REVOKED]

After families are issued a Certificate or Voucher, they may search for a unit anywhere within the jurisdiction of OHFA, or outside of OHFA’s jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with OHFA. Subchapter 17 defines the types of eligible housing, OHFA’s policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Lease Approval (RLA).

330:50-17-2. Request for Lease Approval [REVOKED]

(a) The Request for Lease Approval (RLA) must be submitted by the family during the term of the Certificate or Voucher.

(b) The lease may be executed up to 30 days prior to contract execution but cannot be executed without approval of OHFA.

(c) OHFA will not permit the family to submit more than one RLA at a time.
(d) OHFA will review the documents to determine whether or not they are approvable. For the Certificate Program, OHFA will determine that the Gross Rent is within the applicable FMR (unless an exception rent is approved).

(e) The Request will be approved if:
   1. The unit is an eligible type of housing.
   2. The unit meets HUD’s Housing Quality Standards (and any additional criteria as identified in these Chapter 50 Rules).
   3. The rent is reasonable.
   4. The security deposit amount is approvable.
   5. The proposed lease complies with HUD and OHFA requirements and State and Local Law.
   6. The owner is approvable, and there are no conflicts of interest.

330:50-17-3. Eligible Types of Housing [REVOKED]

(a) OHFA will approve any of the following types of housing in the Certificate and Voucher programs:
   1. All structure types can be utilized.
   2. Manufactured homes where the tenant leases the mobile home and the pad.
   3. Manufactured homes where the tenant owns the mobile home and leases the pad (Certificate Program only).
   4. Independent Group Residences.
   5. Congregate facilities (only the shelter rent is assisted).

(b) A family can own a rental unit but cannot reside in it while being assisted, except in the Certificate program for manufactured homes when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development. Families may lease properties owned by relatives, as long as those owners and units meet the other program requirements.

(c) OHFA may not permit a Certificate or Voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

(d) OHFA will not approve:
   1. A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.
   2. Nursing homes or other institutions that provide care.
   3. School dormitories and institutional housing.
   4. Any other types of housing prohibited by HUD.

330:50-17-4. Lease Review [REVOKED]

(a) OHFA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request For Lease Approval.

(b) Owners may either submit their own lease or permit OHFA to furnish the lease. In cases where the owner’s lease is used, the HUD lease addendum must be attached and executed.

(c) OHFA will encourage owners to use a sample lease provided by OHFA which includes the HUD mandated language. House Rules of the owner may be attached to the lease as an-
addendum, provided they are approved by OHFA to ensure they do not violate any fair housing—
or other HUD provisions.

(d) Separate agreements are not necessarily illegal side agreements. Families and owners will
be advised of the prohibition of illegal side payments for additional rent, or for items normally-
included in the rent of unassisted families, or for items not shown on the approved lease.

(e) Owners and families may execute separate agreements for services, appliances (other-
than range and refrigerator) and other items that are not included in the lease if the agreement is
in writing and approved by OHFA.

(f) Any appliances, services or other items which are routinely provided to unassisted
families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently-
installed in the unit, cannot be put under separate agreement and must be included in the lease.—
For there to be a separate agreement, the family must have the option of not utilizing the service,
appliance or other item.

(g) OHFA is not liable for unpaid charges for items covered by separate agreements and
non-payment of these agreements cannot be cause for eviction.

(h) If the family and owner have come to a written agreement on the amount of allowable
charges for a specific item, so long as those charges are reasonable and not a substitute for higher
rent, they will be allowed.

(i) All agreements for special items or services must be attached to the lease approved by
OHFA. If agreements are entered into at a later date, they must be approved by OHFA and
attached to the lease.

(j) If the owner makes modifications to the unit, the costs should be recovered through the
rent collected, not by having the tenant pay for the modifications. Exception would be
considered if the modifications are such that they most likely would be removed if the tenant
moved out.

330:50-17-5. Initial Inspections [REVOKED]

Initial inspection information is contained in Subchapter 19—Housing Quality Standards—and
Inspections.

330:50-17-6. Rent Limitations [REVOKED]

(a) In the Certificate program, OHFA may approve exception rents that are up to 10% above
the FMR for no more than 20% of budgeted units or 30% if HUD-approved.

(b) Exception Rents will be utilized to:

(1) Expand housing opportunities for families to move from poverty-impacted areas.

(2) Make accessible units available to persons with disabilities.

(3) Increase the housing choices available to low-income families.

(c) Rent reasonableness will still be used as a measure of whether the rent is approvable.

(d) OHFA tracks all units for which an Exception Rent is approved to assure that not more-
than 20 percent of the units under the Certificate program have received approval for rents which
exceed the FMR by up to 10 percent.

(e) For the Certificate and Voucher programs, OHFA will make a determination as to the
reasonableness of the proposed rent in relation to comparable units available for lease on the
private unassisted market, and the rent charged by the owner for a comparable assisted or
unassisted unit in the building or premises.
330:50-17-7. Disapproval of Proposed Rent [REVOKED]
(a) In the Certificate Program, if the Gross Rent proposed exceeds the FMR, OHFA may suggest that the owner reduce the Contract Rent or include some or all utilities in Contract Rent.
(b) If the owner accepts the offer of a revised rent, OHFA will continue processing the RLA and Lease. If the revised rent involves a change in the provision of utilities, a new RLA must be submitted by the owner.
(c) If the owner is not willing to reduce or adjust the rent and OHFA is satisfied that the requested rent meets the test of rent reasonableness and is less than 110% of FMR, and OHFA has remaining “Exception Rent” authority, OHFA may approve the Exception Rent. If the unit chosen has more bedrooms than the Certificate size, Exception Rent will not be granted.
(d) If the owner does not agree on the Contract Rent after OHFA has tried and failed to negotiate a revised rent, OHFA will inform the family and owner that the lease is disapproved.

330:50-17-8. Information to Owners [REVOKED]
(a) OHFA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known.
(b) OHFA will make an exception to this requirement if the family’s whereabouts must be protected due to domestic abuse or witness protection.
(c) OHFA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family’s suitability as a tenant.

(a) For purposes of this section, “owner” includes a principal or other interested party.
(b) OHFA will disapprove the owner for the following reasons:
   (1) HUD or other agency directly related has informed OHFA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
   (2) HUD has informed OHFA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.
   (3) HUD has informed OHFA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
   (4) The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
   (5) The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.
   (6) The owner has engaged in drug trafficking.
   (7) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
330:50-17-10. Change in Total Tenant Payment (TTP) Prior to Housing Assistance Payment Effective Date [REVOKED]

When the family reports changes in factors that will affect the TTP prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, OHFA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

(a) OHFA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and OHFA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.
(b) OHFA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 30 days after commencement of the lease term and no payments will be made until the contract is executed.
(c) The following OHFA representative(s) is/are authorized to execute a HAP contract on behalf of OHFA: Field Agents, Field Agents Supervisors or the Director of Field Services.
(d) Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner’s current address will be compared to the subsidized unit’s address.
(e) Owners must provide an Employer Identification Number or Social Security Number.
(f) The owner must provide a business or home telephone number.

330:50-17-12. Change in Ownership [REVOKED]
(a) A change in ownership does not require execution of a new contract.
(b) OHFA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.
(c) OHFA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

SUBCHAPTER 19. HOUSING QUALITY STANDARDS AND INSPECTIONS [REVOKED]

330:50-19-1. Introduction [REVOKED]
(a) Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.
(b) These minimum Standards may be enhanced by OHFA, provided that by doing so, OHFA does not overly restrict the number of units available for lease under the program. The use of the term “HQS” in these Chapter 50 Rules refers to the combination of both HUD and OHFA requirements. Subchapter 19 describes OHFA’s procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the
responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

330:50-19-2. Guidelines/Types of Inspections [REVOKED]
(a) All units must meet the minimum HQS.
(b) Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.
(c) All utilities must be in service when the unit is inspected.
(d) The stove and refrigerator must be present when the unit is inspected regardless of who is supplying the appliances.
(e) There are four types of inspections OHFA will perform:
   (1) Initial/Move-in: Conducted upon receipt of Request For Lease Approval.
   (2) Annual: Must be conducted within 12 months of the anniversary date.
   (3) Special/Complaint: At request of owner, family or an agency or third party.
   (4) Quality Control: A quality control inspection will be conducted for at least 5 percent of all units which have been inspected.

330:50-19-3. Acceptability Criteria and Exceptions to HQS [REVOKED]
OHFA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet.

330:50-19-4. Inspections [REVOKED]
(a) OHFA conducts an inspection in accordance with Housing Quality Standards at least annually, prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.
(b) HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS which are caused by:
   (1) Non-payment of utilities paid by the family,
   (2) Not providing, or failing to maintain, appliances not provided by the owner, and
   (3) Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.
(c) The family must allow OHFA to inspect the unit at reasonable times with reasonable notice.
(d) Inspections will be conducted on business days only.
(e) Reasonable hours to conduct an inspection are between 8:00 a.m. and 5:00 p.m.
(f) OHFA will notify the family in writing at least 2 business days prior to the inspection.
(g) The family and owner are notified of the date and time of the inspection appointment by mail:
   (1) If the family misses 2 inspection appointments, OHFA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in these Chapter 50 Rules.
   (2) Reinspection: The family and owner are mailed a notice of the reinspection appointment. If the family is not at home for the reinspection appointment, a card will be left at the unit. The appointment letter contains a warning of termination.
(3) If the family was responsible for a breach of HQS identified in Subchapter 29—
Denial or Termination of Assistance, they will be advised of their responsibility to
Correct.
(4) All Inspections: The family will be mailed a notice that the inspection is due.
(h) Time Standards for Repairs
(1) Emergency items which endanger the family's health or safety must be corrected
within 24 hours of notification.
(2) For non-emergency items, repairs must be made within 30 days.
(3) For major repairs, the Director of Field Services may approve an extension
beyond 30 days.

330:50-19-5. Emergency Repair Items [REVOKED]
(a) The following items are examples of emergency nature and must be corrected by the
owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:
(1) Lack of security for the unit.
(2) Waterlogged ceiling in imminent danger of falling.
(3) Major plumbing leaks or flooding.
(4) Natural gas leak or fumes.
(5) Electrical problem which could result in shock or fire.
(6) No heat in the unit.
(7) Utilities not in service.
(8) Obstacle which prevents tenant's entrance or exit.
(9) Lack of functioning toilet.
(b) OHFA may give a short extension (not more than 24 additional hours) whenever the
responsible party cannot be notified or it is impossible to effect the repair within the 24-hour
period.
(c) In those cases where there is leaking gas or potential of fire or other threat to public
safety, and the responsible party cannot be notified or it is impossible to effect the repair, proper
authorities will be notified by OHFA.
(d) If the emergency repair item(s) are not corrected in the time period required by OHFA,
and the owner is responsible, the HAP contract will be terminated.
(e) If the emergency repair item(s) are not corrected in the time period required by OHFA,
and it is an HQS breach which is a family obligation, OHFA will terminate the assistance to the
family and the owner will be given a 30 day notice of HAP contract termination.

330:50-19-6. Consequences if Owner is Responsible (Non-Emergency Items) [REVOKED]
(a) When it has been determined that a unit on the program fails to meet HQS, and the owner
is responsible for completing the necessary repair(s) in the time period specified by OHFA, the
assistance payment to the owner will be continued until reinspection has been completed.
(b) If the owner is responsible for the repairs, and at the reinspection, has failed to correct all
the deficiencies cited from the initial inspection, the HAP Contract will terminate as per the
reinspection notice.

(a) Certain deficiencies are considered the responsibility of the family:
   (1) Tenant-paid utilities not in service.
   (2) Failure to provide or maintain family-supplied appliances.
   (3) Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.
      (A) “Normal wear and tear” is defined as items which could not be charged against the tenant’s security deposit under state law or court practice.

(b) The owner is responsible for all other HQS violations.

(c) For initial inspections, the owner is responsible for vermin infestation. For subsequent inspections after Lease/Contract signing, the family will be responsible for vermin infestation if caused by the family’s living habits. However, for apartment complexes, the owner will be responsible. If such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. OHFA may terminate the family’s assistance on that basis.

(d) The inspector will make a determination of owner or family responsibility during the inspection.

(e) If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs.

330:50-19-8. Consequences if Family is Responsible

(a) If non-emergency violations of HQS are determined to be the responsibility of the family, OHFA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, OHFA will terminate assistance to the family. Extensions in these cases must be approved by the Director of Leasing.

(b) If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.


(a) The Initial Inspection will be conducted to:
   (1) Determine if the unit and property meet the HQS defined in these Chapter 50 Rules.
   (2) Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.
   (3) Document the information to be used for determination of rent reasonableness.

(b) If the unit fails the initial HQS inspection, the family will be given a list of items that need to be repaired and advised to notify OHFA once repairs are completed. They will also be advised that they will need to find a unit that meets the HQS prior to the expiration of their Certificate or Voucher.

(c) No unit on an initial inspection will be reinspected more than 2 times.
330:50-19-10. Annual HQS Inspection [REVOKED]
OHFA will conduct an inspection using the HQS at least annually, prior to the anniversary month of the contract. Contract rent increases in the Certificate program may not be given until the unit passes the HQS. Rent increase requests in the Voucher program will not be approved if the unit is in a failed condition.

330:50-19-11. Special/Complaint Inspections [REVOKED]
(a) If at any time the family or owner notifies OHFA that the unit does not meet HQS, OHFA will conduct an inspection.
(b) OHFA may also conduct a special inspection based on information from third parties such as neighbors or public officials.
(c) OHFA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.
(d) If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

330:50-19-12. Quality Control Inspections [REVOKED]
Quality Control inspections will be performed by the supervisory staff on at least 5 percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

SUBCHAPTER 21. OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS [REVOKED]

330:50-21-1. Introduction [REVOKED]
OHFA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When OHFA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Certificate and Voucher programs. Subchapter 21 explains OHFA’s procedures for determination of rent reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

The payment to the landlord, called the Housing Assistance Payment (HAP), is the Contract Rent approved by OHFA less the Tenant Rent determined by OHFA.

330:50-21-3. Owner Payment in the Voucher Program [REVOKED]
(a) The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family’s Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum TTP (10% of the family’s Monthly Income).
(b) The Voucher size issued to the family is based on the OHFA’s Subsidy Standards. The-
payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

(c) The HAP to the owner is the lesser of the subsidy described above or the rent charged by the owner.

330:50-21-4. Making Payments to Owners [REVOKED]

(a) Once the HAP Contract is executed, OHFA begins processing payments to the landlord. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made to the HAP Register for the following month. Checks are disbursed by the Accounting Department to the owner each month.

(b) Checks may not be picked up by owner at OHFA offices.

(c) Checks will only be disbursed on the first working day following OHFA’s verification of receipt of HUD funding. Any additional check disbursement may be made at the discretion of OHFA for special payments identified by the Leasing/Accounting Department supervisory staff.

(d) Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check. Checks will only be replaced at the next regularly scheduled check disbursement or at the discretion of OHFA.

330:50-21-5. Rent Reasonableness Determinations [REVOKED]

(a) Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request annual or special contract rent adjustments under the Certificate Program, and when an owner requests a rent increase in the Voucher Program.

(b) For the Certificate and Voucher Programs, OHFA will determine and document on a case-by-case basis that the approved rent:

(1) Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and

(2) Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

(c) At least 2 comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market.

(d) The data for other unassisted units will be gathered from newspapers, Realtors, inquiries of owner, professional associations, market surveys, and other available sources.

(e) The market areas for rent reasonableness are neighborhoods within OHFA’s jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

(f) The following items will be used for rent reasonableness documentation:

(1) Square Footage
(2) Facilities
(3) Location
(4) Amenities
(5) Unit Type
(6) Number of Bedrooms
(7) Number of Bathrooms
(8) Quality
(9) Date Built
(10) Management and Maintenance Service

(g) OHFA maintains data which includes data on unassisted units for use by staff in making
rent reasonableness determinations. The data is updated on an ongoing basis and purged when it
is more than 12 months old.

330:50-21-6. Payment Standards for the Voucher Program [REVOKED]

Payment Standard is initially set by OHFA at the Fair Market Rent (FMR) in effect at the
time the Annual Contributions Contract (ACC) for the first increment of Voucher funding is
approved by HUD. The Payment Standard is used to determine the maximum subsidy which can
be paid by OHFA on behalf of the family.

330:50-21-7. Adjustments to Payment Standards [REVOKED]

(a) Payment Standards may be adjusted to increase HAP in order to keep families’ rents
affordable. OHFA will not raise the Payment Standards so high that the number of families that
can be assisted under available funding is substantially reduced. Nor will OHFA raise Standards
if the need is solely to make “high end” units available to Voucher holders.

(b) OHFA will review the Payment Standard annually to determine whether an adjustment
should be made for some or all unit sizes. The Payment Standard will be reviewed according to
HUD’s requirements and this policy and if an increase is warranted, the payment standard will be
adjusted within 80% of the current FMR.

(c) OHFA may use some or all of the following measures in making its determination
whether an adjustment should be made to the Payment Standards.

(1) OHFA will review reports showing the percent of income used for rent by
Voucher families to determine the extent to which the rent burden is more than 45
percent of income.

(A) OHFA will separate cases where the Rent to Owner is comparable to the
average Contract Rent in the Certificate program from those where Rent to Owner exceeds that
average.

(2) Availability of Suitable Vacant Units Below the Payment Standard

(A) OHFA will review its rent reasonableness database and vacancy rate data to
determine whether there is an ample supply of vacant units below the
Payment Standard.

(3) Quality of Units Selected

OHFA will review the quality of units selected by participant families before determining
any change to the Payment Standard to ensure that Payment Standard increases are only made
when needed to reach the mid-range of the market.

(4) OHFA Decision Point

(A) OHFA will review the quality and size of units where the Rents to
Owner are above the Payment Standard by more than 25 percent. If more than
50 percent of families have selected above-average units or have selected larger
units than the Voucher size, OHFA may elect not to increase the Payment
Standard or continue the analysis.

(B) If the analysis continues, OHFA will divide those rents between contracts
within the first year and after the first year. If the Rents to Owner are more than 25 percent...
above the average, in any bedroom size, OHFA will continue the analysis. If not, OHFA may elect not to increase the Payment Standard for certain bedroom sizes.

(5) Rent to Owner Increases

(A) OHFA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

(B) A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

(6) Time to Locate Housing

OHFA may consider the average time period for families to lease up under the Voucher program as compared to the Certificate program. If the average for Voucher holders exceeds that for Certificate holders by 50 percent, the Payment Standard may be adjusted.

(7) Rent Reasonableness Data Base/Average Contract Rents

OHFA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size.

(8) Lowering of the Payment Standard

Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 80% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Voucher size.

(9) Financial Feasibility

(A) Before increasing the Payment Standard, OHFA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

(B) For this purpose, OHFA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

(d) A file will be retained by OHFA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.


(a) Owners must request the rent adjustment in writing.

(b) Rent adjustments to owners under the Certificate Program are effective on the anniversary date of the HAP Contract (unless the unit is in a failed condition at that time). The change in rent does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment. A notice of rent change will be sent to the owner and the family.

(c) Rent increases must pass the rent reasonableness test and may not exceed the Adjustment Factor published annually by HUD (even if justified by rent reasonableness), unless the owner requests a Special Adjustment to be approved by HUD and OHFA to cover increases in property taxes, assessments, or utility rates.
(b) Disapproval of Requests for Adjustment

(1) If OHFA rejects the owner’s request for rent adjustment as exceeding rent reasonableness and the owner rejects OHFA’s determination, the owner may offer the tenant a new lease (after receiving OHFA’s approval) with a 60 day notice to the tenant. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease after giving 90 days notice to OHFA, HUD, and the family as required by law. OHFA will issue a new Certificate to the family.

(2) After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

(3) If the tenant accepts the offer of a new lease, an RLA must be submitted and the requested rent subjected to rent reasonableness and, for the Certificate program, the FMR limitations.

(4) If a new lease is executed, a new Contract must also be executed.


Owners may not request rent adjustments in the Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective after the family agrees to the increase.

SUBCHAPTER 23. RECERTIFICATIONS [REVOKED]

330:50-23-1. Introduction [REVOKED]

HUD requires that OHFA recertify the income and household composition of all families at least annually. In addition, OHFA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments in the Certificate program. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but OHFA decides what other changes must be reported, and the procedures for reporting them. Subchapter 23 defines OHFA’s policy for conducting annual recertifications and coordinating the three annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.


(a) There are three activities OHFA must conduct on an annual basis. These activities will be coordinated whenever possible:

(1) Recertification of Income and Family Composition.
(2) HQS Inspection.
(3) Contract Rent Adjustment when requested by Owner (Certificate only).

(b) OHFA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to TTP can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Leasing Department.

(c) Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.
(a) Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.
(b) When families move to another dwelling unit:
   (1) An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.
(c) Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

330:50-23-4. Reexamination Notice to the Family [REVOKED]
(a) OHFA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview that is within 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, OHFA will provide the notice in an accessible format. OHFA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.
   (1) All returned mail from participants will be given priority to verify OHFA’s records for appropriate action.
(b) OHFA’s procedure for conducting annual recertifications will be to schedule the date and time of appointments and mail a notification to the family.
(c) Persons with disabilities, who are unable to come to OHFA’s office will be granted an accommodation of conducting the interview at the person’s home, upon verification that the accommodation requested meets the need presented by the disability.

OHFA representative will interview the family and enter the information provided by the family on the recertification form or facsimile.

330:50-23-6. Requirements to Attend [REVOKED]
(a) Adult household members will be required to attend the recertification interview. Exceptions may be made for students attending school and/or for members for whom attendance would be a hardship provided the member unable to attend provides a notarized statement authorizing the attending head of household/spouse to sign and certify on their behalf.
(b) If the head of household is unable to attend the interview, the spouse may recertify for the family.

330:50-23-7. Failure to Respond to Notification to Recertify [REVOKED]
(a) The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to two (2) business days prior to the interview.
(b) If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with OHFA, OHFA will reschedule a second appointment.
(c) If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, OHFA will terminate assistance to the family, and offer them an appeal/informal hearing.
(d) Exceptions to these policies may be made by Director of Leasing if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

330:50-23-8. Verification of Information [REVOKED]
OHFA will follow the verification procedures and guidelines described in these Chapter 50 Rules. Verifications for reexaminations must be less than 120 days old.

(a) If tenant rent increases, a 30 day notice is mailed to the family prior to the anniversary date.
(b) If less than 30 days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the 30-day notice.
(c) If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

330:50-23-10. Tenant Rent Decreases [REVOKED]
(a) If tenant rent decreases, it will be effective on the first day of the month following the month in which the decrease was reported and verified.
(b) If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by OHFA.

(a) HUD requires program participants to report all changes in household composition to OHFA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must contact OHFA prior to all other additions to the household.
(b) The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

330:50-23-12. Increases in Income [REVOKED]
(a) OHFA will not conduct interim reexaminations when families have an increase in income.
(b) If a family has an increase in income/assets, it will be verified at the time of their annual recertification.

Participants may report a decrease in income and other changes which would reduce the-
amount of tenant rent, such as an increase in allowances or deductions. OHFA must calculate the change if a decrease in income is reported.

330:50-23-14. OHFA Errors [REVOKED]

If OHFA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.


(a) An interim reexamination does not affect the date of the annual recertification.
(b) In the following circumstance, OHFA may conduct the interim recertification by mail:
   (1) As a reasonable accommodation when requested.
   (2) When performing interim recertifications by mail is determined by the Director of Leasing to be the most cost effective and efficient method.
(c) Any changes reported by participants other than those listed in this section will be notated in the file by the staff person but will not be processed between regularly-scheduled annual recertifications.

330:50-23-16. Notification of Results of Recertifications [REVOKED]

(a) The HUD form 50058 will be completed and transmitted as required by HUD.
(b) The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by OHFA. If the family disagrees with the rent adjustment they may request an informal hearing.

330:50-23-17. Implementing Changes in Income (and Assets) [REVOKED]

(a) Standard for Timely Reporting of Changes
(b) OHFA requires that families report interim changes to OHFA within 14 calendar days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within 21 calendar days of the change.
(c) If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

330:50-23-18. Procedures when the Change is Reported in a Timely Manner [REVOKED]

(a) OHFA will notify the family and the owner of any change in the HAP to be effective according to the following guidelines:
   (1) Increases in the Tenant Rent are effective on the first of the month following at least a 30 day notice.
   (2) Decreases in the Tenant Rent are effective the first of the month following the month in which the change occurred. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.
(b) The change in Tenant Rent will not be made until the third party verification is received.

330:50-23-19. Procedures when the Change is Not Reported by the Tenant in a Timely Manner [REVOKED]
(a) If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

(1) Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump-sum payment.

(2) Decrease in Tenant Rent will be effective on the first of the month following completion of processing by OHFA and not retroactively.

330:50-23-20. Procedures when the Change is Not Processed by OHFA in a Timely Manner: [REVOKED]

(a) “Processed in a timely manner” means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by OHFA in a timely manner.

(b) In this case, an increase will be effective after the required 30 days notice prior to the first of the month after completion of processing by OHFA.

(c) If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.


All changes in family composition must be reported within 30 days of the occurrence.

330:50-23-22. Increases in Family Size [REVOKED]

(a) Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and OHFA.

(b) If an addition would result in overcrowding according to HQS maximum occupancy standards:

(1) OHFA will not approve an addition other than birth, adoption or court-awarded custody.

(2) OHFA will issue a larger Certificate or Voucher (if needed under the Subsidy Standards) for additions to the family in the following cases:

(A) Addition by marriage/or marital-type relation.

(B) Addition of an OHFA-approved live-in attendant.

(c) If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in Certificate/Voucher shall be made effective immediately. OHFA may determine whether to issue a Certificate or Voucher in this instance based on funding availability.


(a) Under the Noncitizens Rule, “Mixed” families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

(b) “Mixed” families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:
(1) The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND
(2) All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

(e) Mixed families who qualify for continued assistance after 11/29/96 may receive prorated assistance only.

(d) If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance, or OHFA may offer temporary deferral of termination.

SUBCHAPTER 25. MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

330:50-25-1. Introduction [REVOKED]
HUD regulations permit families to move with continued assistance to another unit within OHFA’s jurisdiction, or to a unit outside of OHFA’s jurisdiction under Portability procedures. The regulations also allows OHFA the discretion to develop policies which define any limitations or restrictions on moves. Subchapter 25 defines the procedures for moves, both within and outside of, OHFA’s jurisdiction, and the policies for restriction and limitations on moves.

(a) A family may move to a new unit if:
   (1) The assisted lease for the old unit has terminated because OHFA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
   (2) The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
   (3) The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

(a) Families will not be permitted to move within OHFA’s jurisdiction during the initial year of assisted occupancy.
(b) Families will not be permitted to move more than once in a 12 month period.
(c) OHFA will deny permission to move if there is insufficient funding for continued assistance.
(d) OHFA will deny permission to move to if the family owes OHFA money.
(e) The Director of Leasing may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

(a) Issuance of Certificate/Voucher

(1) If the family has not been recertified within the last 120 days, OHFA will issue the Certificate or Voucher to move after conducting the recertification.

(2) If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

(3) The annual recertification date will be changed to coincide with the new lease update.

(b) Notice Requirements

(1) Briefing sessions emphasize the family’s responsibility to give the owner and OHFA proper written notice of any intent to move.

(2) The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to OHFA simultaneously.

(3) For units under a Certificate contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by OHFA.

(c) Time of Contract Change

(1) A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

(2) In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

330:50-25-5. Portability [REVOKED]

(a) Portability applies to families moving out of or into OHFA’s jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA’s jurisdiction. The unit may be located:

(1) In the same state as the initial HA;

(2) In the same metropolitan statistical area (MSA) as the initial HA, but in a different state;

(3) In an MSA adjacent to the MSA of the initial HA, but in a different state.

(4) In the jurisdiction of an HA anywhere within the United States that administers a tenant based program.

330:50-25-6. Outgoing Portability [REVOKED]

(a) When a family requests to move to outside of OHFA’s jurisdiction, the request must specify the area to which the family wants to move.

(b) If the family is moving to a unit located in the same state as the initial HA, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an HA in the area where the unit is located, the initial HA will be responsible for the administration of the family’s assistance.

(c) The OHFA may choose a management company, another HA or a private contractor to administer the assistance.
(d) Restrictions on Portability

(1) Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in OHFA's jurisdiction at the date of their initial application for assistance, unless the receiving and initial HA agree to allow the move.

(2) If the family is in violation of a family obligation.

(3) If the family owes money to OHFA.

(e) Outgoing Portability Procedures

OHFA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, OHFA will determine if the family is within the very low income limit of the receiving HA. If the receiving HA will absorb and the family will be changing its form of assistance, OHFA will determine if the family is within the low income limit of the receiving HA, and advise the family accordingly.

(1) OHFA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.

(2) OHFA will advise the family how to contact and request assistance from the receiving HA.

(3) OHFA will notify the receiving HA that the family will be moving into its jurisdiction.

(4) OHFA will provide the following documents and information to the Receiving HA:

(A) A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

(B) The most recent HUD 50058 form and verifications.

(C) Declarations and verifications of U.S. citizenship/eligible immigrant status.

(D) Current information related to eligibility and rent payments.

(E) Persons designated for inquiries on eligibility and billing.

(F) The Administrative Fee Schedule for billing purposes.

(5) The Receiving HA must notify OHFA within 60 days of the following:

(A) The Receiving HA decides to absorb the family into their own program.

(B) The family leases up or fails to submit a RLA by the required date.

(C) Assistance to a portable family is terminated by the Receiving HA.

(D) The family requests to move to an area outside the Receiving HA’s jurisdiction.

(f) Payment to the Receiving HA

(1) OHFA will requisition funds from HUD based on the anticipated lease-ups of portable Certificates or Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HAs when billed or in accordance with other HUD approved procedures for payment.

(2) When billed, OHFA will reimburse the Receiving HA for 100% of the HAP, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HA's rate), and any other HUD-approved fees.

(g) Debt Claims

(1) OHFA will be responsible for collecting amounts owed by the family for claims.
paid and for monitoring the repayment. OHFA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving HA will be asked to terminate assistance to the family as allowed by these Chapter 50 Rules.

(2) Receiving HA’s will be required to submit hearing determinations to OHFA within 30 days.


(a) Absorption or Administration

(1) OHFA will accept a family with a valid Certificate/Voucher from another jurisdiction and administer or absorb the Certificate/Voucher. If administering, the family will be issued a “Portable” Certificate or Voucher by OHFA with the same start date. OHFA may grant extensions in accordance with these Chapter 50 Rules.

(2) OHFA may absorb Certificates/Vouchers if such absorption does not exceed 5 percent of households assisted.

(3) When the receiving HA does not absorb the incoming Voucher or Certificate, it will administer the Initial HA’s Voucher or Certificate and the receiving HA’s policies will prevail.

(4) For initial lease-up, the family must be within OHFA’s Very-Low Income limits. For participants, OHFA may issue either a Certificate or Voucher but if the form of assistance changes, the family must be within OHFA’s Low Income limits. If the family is ineligible under the receiving HA low income limit because the form of assistance offered causes the family to change programs, the receiving HA must absorb the family without a change in the form of assistance, or administer the family’s current form of assistance.

(5) OHFA will issue a “Portable Certificate/Voucher” according to its own Subsidy Standards. If the Family has a change in family composition which would change the Certificate or Voucher size, OHFA will change to the proper size based on its own Subsidy Standards.

(6) OHFA will decide whether to extend the “Portable Certificate/Voucher” and for what period of time. OHFA policy on suspensions will apply. However, if the Family decides not to lease-up in the HA’s jurisdiction, the Family must request an extension from the Initial HA.

(7) For Old Rule contracts, OHFA’s unpaid rent, damage & vacancy loss claim policies prevail.

(b) Income and TTP of Incoming Portables

(1) As Receiving HA, OHFA will conduct a recertification interview, but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family’s circumstances.

(2) If the family’s income exceeds the income limit of OHFA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

(3) If the family’s income is such that a $0 subsidy amount is determined prior to lease-up in OHFA’s jurisdiction, OHFA will refuse to enter into a contract on behalf of the family at $0 assistance.

(e) Requests for Lease Approval (RLA)
(1) When the Family submits a RLA, it will be processed using OHFA’s policies. If the Family does not submit a RLA or does not execute a lease, the Initial HA will be notified by OHFA within 60 days of the Certificate/Voucher expiration date.

(2) When an Exception Rent is requested by an incoming Certificate holder, OHFA will check with the Initial HA to determine whether exception rent authority is available.

(3) If the Family leases up successfully, OHFA will notify the Initial HA within 60 days, and the billing process will commence.

(4) If OHFA denies assistance to the family, OHFA will notify the Initial HA within 30 days and the family will be offered a review or hearing.

(5) OHFA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside OHFA’s jurisdiction under continued portability.

(d) Terminations

(1) OHFA will notify the Initial HA in writing of any termination of assistance within 30 days of the termination.

(2) If an Informal Hearing is required and requested by the Family, the hearing will be conducted by OHFA, using the regular hearing procedures included in these Chapter 50 Rules. A copy of the hearing decision will be furnished to the Initial HA.

(3) The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies OHFA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, OHFA will terminate assistance to the family.

(e) Required Documents

As Receiving HA, OHFA will require the following documents from the Initial HA:

(1) A copy of the family’s Certificate or Voucher, with issue and expiration dates, formally acknowledging the family’s ability to move under portability.

(2) The most recent HUD 50058 form and verifications.

(3) Declarations and verifications of U.S. citizenship/eligible immigrant status.

(4) Current information related to eligibility and rent payments.

(5) Persons designated for inquiries on eligibility and billing.

(6) The Administrative Fee Schedule for billing purposes.

(f) Billing Procedures

(1) As Receiving HA, OHFA will bill the Initial HA for HAP. The billing cycle for other amounts, including Administrative Fees and Special Claims will be quarterly unless requested otherwise by the Initial HA.

(2) OHFA will bill 100% of the HAP, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA’s rate) and any other HUD-approved fees, for each “Portable” Certificate/Voucher leased as of the first day of the month.

(3) OHFA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify OHFA of changes in the Administrative Fee amount to be billed.

SUBCHAPTER 27. CONTRACT TERMINATIONS [REVOKED]

330:50-27-1. Introduction [REVOKED]

The Housing Assistance Payments (HAP) Contract is the contract between the owner and OHFA which defines the responsibilities of both parties. Subchapter 27 describes the
circumstances under which the contract can be terminated by OHFA and the owner, and the policies and procedures for such terminations.


(a) The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and OHFA may be terminated by OHFA, or by the owner or tenant terminating the lease.

(b) No future subsidy payments on behalf of the family will be made by OHFA to the owner after the month in which the Contract is terminated. The owner must reimburse OHFA for any subsidies paid by OHFA for any period after the contract termination date.

(c) If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from OHFA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

(d) After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

330:50-27-3. Termination by the Family: Moves [REVOKED]

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

330:50-27-4. Termination by the Owner: Evictions [REVOKED]

(a) If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide OHFA with a copy of the eviction notice.

(b) The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

(c) The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

(d) The contract and lease require that the owner may only evict for the following reasons:

   (1) Serious or repeated violation of the terms and conditions of the lease,
   (2) Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,
   (3) Other good cause, including:

      (A) Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises,
      (B) Any drug-related criminal activity on or near the premises,
      (C) Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

   (4) Other good cause, after the first year of the lease, includes:
(A) Business or economic reason for regaining possession of the unit;
(B) Owner's desire to repossess the unit for personal use;
(C) Tenant's refusal to accept offer of a new lease.

(e) The eviction notice must specify the cause for the eviction.

(f) HAP payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, OHFA must continue to make HAP payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

(g) If the owner opts out for business or economic reasons, the tenant must be given 30 days notice, with a copy to OHFA and the local HUD office. Such reasons include desire to sell the property, renovation of the unit, or desire to obtain a higher rent than OHFA will approve.

(h) OHFA must continue making HAP payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from OHFA, the owner certifies that the tenant is still in the unit and s/he is in compliance with the contract.

(i) If the eviction is not due to a serious or repeated violation of the lease, and if OHFA has no other grounds for termination of assistance, OHFA will issue a new Certificate or Voucher so that the family can move with continued assistance.


(a) The term of the HAP Contract terminates when the lease terminates, when OHFA terminates program assistance for the family, and when the owner has breached the HAP Contract.

(b) Any of the following actions will be considered a breach of HAP Contract by the owner:

1. The owner has violated any obligation under the HAP Contract for the dwelling unit, including the owner's obligation to maintain the unit to HQS standards, including any standards OHFA has adopted in this policy.
2. The owner has violated any obligation under any other HAP Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
4. The owner has engaged in drug trafficking.

(c) OHFA may also terminate the contract if:

1. OHFA terminates assistance to the family.
2. The family is required to move from a unit which is under-occupied (Certificate Program) or overcrowded (Certificate and Voucher Programs).
3. Funding is no longer available under the ACC.

(d) The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

(e) OHFA will provide the owner and family with at least 30 days written notice of termination of the contract.

330:50-27-6. Terminations Due to Ineligible Immigration Status [REVOKED]

(a) For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to
accept proration of assistance, may be temporarily deferred for intervals not to exceed 6 months (up to a maximum of 3 years) if necessary to permit the family additional time for transition to affordable housing.

(1) Deferrals may be granted for intervals not to exceed 6 months, up to an aggregate maximum of:

(A) 3 years for deferrals granted prior to 11/29/96, or
(B) 18 months for deferrals granted after 11/29/96.

(b) The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

(1) Granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (3 years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96), or
(2) A determination has been made that other affordable housing is available.

330:50-27-7. Termination Due to Owner Disapproval [REVOKED]
If OHFA terminates the contract due to owner disapproval OHFA will provide the owner and family with at least 30 days written notice of termination of the contract.

SUBCHAPTER 29. DENIAL OR TERMINATION OF ASSISTANCE [REVOKED]

330:50:29-1. Introduction [REVOKED]
OHFA may deny or terminate assistance for a family because of the family’s action or failure to act. OHFA will provide families with a written description of the Family Obligations under the program, the grounds under which OHFA can deny or terminate assistance, and OHFA informal hearing procedures. Subchapter 29 describes when OHFA is required to deny or terminate assistance, and OHFA policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP Contract.

(a) If denial or termination is based upon behavior resulting from a disability, OHFA will delay the denial or termination in order to determine if there is an accommodation which would meet or negate the behavior resulting from the disability.

Form of Denial/Termination
(b) Denial of assistance for an applicant may include any or all of the following:

(1) Denial for placement on OHFA’s waiting list.
(2) Denying or withdrawing a Certificate or Voucher.
(3) Refusing to enter into a HAP Contract or approve a lease.
(4) Refusing to process or provide assistance under portability procedures.

(c) Termination of assistance for a participant may include any or all of the following:

(1) Refusing to enter into a HAP Contract or approve a lease.
(2) Terminating HAP payments under an outstanding HAP Contract.
(3) Refusing to process or provide assistance under portability procedures.
(4) If an assisted family incurs more than 1 debt claim (owner claim for damages, vacancy or unpaid rent or an overpayment claim) against them during their current participation in the Section 8 program, they will be terminated.
Mandatory Denial and Termination

(d) OHFA must deny assistance to applicants, and terminate assistance for participants:
   (1) If any member of the family fails to sign and submit HUD or OHFA required-consent forms for obtaining information.
   (2) If no member of the family is a U.S. citizen or eligible immigrant.
   (3) If the family is under contract and 180 days have elapsed since OHFA's last HAP-payment was made on their behalf.

Grounds for Denial or Termination of Assistance

(e) OHFA may at any time deny program assistance for an applicant, or terminate program-assistance for a participant, for any of the following reasons:
   (1) The family violates any family obligation under the program as listed in 24 CFR-982.551.
   (2) Any member of the family has ever been evicted from public housing.
   (3) The family currently owes rent or other amounts to OHFA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.
   (4) The family has not reimbursed any HA for amounts paid to an owner under a HAP Contract for rent, damages to the unit, or other amounts owed by the family under the lease.
   (5) The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.
   (6) The family has engaged in or threatened abusive or violent behavior toward OHFA personnel.
      (A) "Abusive or violent behavior towards OHFA personnel" 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.
      (B) "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
   (f) Actual physical abuse or violence will always be cause for termination.

Family Self Sufficiency (FSS)

(g) Failure to fulfill the obligations and conditions of the FSS contract is grounds for termination of assistance.
(h) OHFA will terminate the assistance for FSS families who fail to comply with the FSS Contract of Participation without good cause.

330:50-29-3. Family Obligations [REVOKED]

(a) The family must supply any information that OHFA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any-requested certification, release or other documentation.
(b) The family must supply any information requested by OHFA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
(c) The family must disclose and verify Social Security Numbers (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with
24 CFR part 760 and 24 CFR part 813.
(d) All information supplied by the family must be true and complete.
(e) The family is responsible for an HQS breach caused by the family as described in
982.404(b).
(f) The family must allow OHFA to inspect the unit at reasonable times and after reasonable
notice.
(g) The family may not commit any serious or repeated violation of the lease.
(h) The family must notify the owner and, at the same time, notify OHFA before the family
moves out of the unit or terminates the lease on notice to the owner.
(i) The family must promptly give OHFA a copy of any owner eviction notice.
(j) The family must use the assisted unit for residence by the family. The unit must be the
family's only residence.
(k) The composition of the assisted family residing in the unit must be approved by OHFA.
(l) The family must promptly inform OHFA of the birth, adoption or court-awarded custody
of a child. The family must request OHFA approval to add any other family member as an
occupant of the unit.
(m) The family must promptly notify OHFA if any family member no longer resides in the
unit.
(n) If OHFA has given approval, a foster child or a live-in aide may reside in the unit. If the
family does not request approval or OHFA approval is denied, the family may not allow a foster
child or live-in aide to reside with the assisted family.
(o) Members of the household may engage in legal profit-making activities in the unit, but
only if such activities are incidental to primary use of the unit as a residence by members of the
family.
(p) The family must not sublease or let the unit.
(q) The family must not assign the lease or transfer the unit.
(r) The family must supply any information or certification requested by OHFA to verify
that the family is living in the unit, or relating to family absence from the unit, including any
OHFA-requested information or certification on the purposes of family absences. The family
must cooperate with OHFA for this purpose. The family must promptly notify OHFA of absence
from the unit.
(s) The family must not own or have any interest in the unit;
(t) The members of the family must not commit fraud, bribery or any other corrupt or
criminal act in connection with the programs.
(u) The members of the family may not engage in drug-related criminal activity or violent
criminal activity.
(v) An assisted family, or members of the family, may not receive Section 8 tenant-based
assistance while receiving another housing subsidy, for the same unit or for a different unit,
under any duplicative (as determined by HUD or in accordance with HUD requirements)
Federal, State or local housing assistance program.
330:50-29-4. Housing Finance Agency Discretion [REVOKED]
(a) In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, OHFA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.
(b) OHFA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. OHFA may permit the other members of a family to continue in the program.

330:50-29-5. Enforcing Family Obligations [REVOKED]
Explanations and Terms
The term "Promptly" when used with the Family Obligations always means "within 7 calendar days." Denial or termination of assistance is always optional except where these Chapter 50 Rules or the regulations state otherwise.
(a) HQS Breach: The inspector/supervisor will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Director of Leasing.
(b) Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:
(1) If the owner terminates tenancy through court action for serious or repeated violation of the lease.
(2) If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and OHFA determines that the cause is a serious or repeated violation of the lease based on available evidence.
(3) If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and
(4) If there are police reports, neighborhood complaints or other third-party information, and OHFA has verified the information.
(c) Notification of Eviction:
(1) If the family requests assistance to move and they did not notify OHFA of an eviction within 14 calendar days of receiving the Notice of Lease Termination, the move will be denied.
(d) Proposed additions to the family will be denied to:
(1) Persons who have been evicted from public housing.
(2) Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.
(3) Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.
(4) Persons who commit drug-related criminal activity or violent criminal activity.
(5) Persons who do not meet the OHFA definition of family.
(6) Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

(7) Persons who currently owe rent or other amounts to the OHFA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

(8) Persons who have engaged in or threatened abusive or violent behavior toward OHFA personnel.

(e) Family Member moves out:

(1) Families are required to notify OHFA if any family member leaves the assisted household. When the family notifies OHFA, they must furnish the following information:

(A) The date the family member moved out.
(B) The new address, if known, of the family member.
(C) A statement as to whether the family member is temporarily or permanently absent.

(f) Limitation on Profit-making Activity in Unit:

If OHFA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, OHFA will terminate assistance if the business use is not scaled back to an acceptable level.

(g) Interest in Unit:

The owner may not reside in the assisted unit regardless of whether s/he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

(h) Fraud:

In each case, OHFA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

(i) Drug Related and Violent Criminal Activity

(1) Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

(2) Drug-related criminal activity means on or off the premises, not just on or near the premises.

(3) Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and

(4) The activity is being engaged in by any Family member.

(j) Ineligibility if Evicted for Drug-Related Activity

(1) Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Section 8 programs for a three-year period beginning on the date of such eviction.

(A) OHFA will not waive this requirement.

(2) Applicants will be denied assistance if they have been:

(A) Arrested due to violent criminal activity within the last 3 years prior to the date of the certification interview.

(3) Participants may be terminated who have been:

(A) Arrested due to drug-related or violent criminal activity within the last one year prior to the date of the notice to terminate assistance, and whose activities
have created a disturbance in the building or neighborhood.

(k) If the family violates the lease for drug-related or violent criminal activity, OHFA will terminate assistance.

(l) In appropriate cases, OHFA may permit the family to continue receiving assistance provided that family members determined to have engaged in the prohibited activities will not reside in the unit. If the violating member is a minor, OHFA may consider individual circumstances with the advice of Juvenile Court officials.

(m) Screening Out Illegal Drug Users and Alcohol Abusers

OHFA will prohibit admitting any person to the program in cases where OHFA determines that there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where OHFA determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse.

(n) Confidentiality of Criminal Records

OHFA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.

(o) Required Evidence

(1) Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

(2) Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

(3) Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

(4) OHFA will pursue fact-finding efforts as needed to obtain credible evidence.

330:50-29-6. Notice of Termination of Assistance [REVOKED]

(a) In any case where OHFA decides to terminate assistance to the family, OHFA must give the family written notice which states:

(1) The reason(s) for the proposed termination,
(2) The effective date of the proposed termination,
(3) The family’s right, if they disagree, to request an Informal Hearing to be held before termination of assistance,
(4) The date by which a request for an informal hearing must be received by OHFA,
(5) OHFA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.


(a) Termination due to Ineligible Immigrant Status

(1) Assistance may not be terminated while verification of the participant family’s
eligible immigration status is pending.

(2) Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

(b) Temporary Deferral of Termination of Assistance

(1) Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

(2) Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. OHFA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

(3) Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

(c) False or Incomplete Information

(1) When OHFA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

(2) If the individual is unable to verify their citizenship, OHFA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. OHFA will then verify eligible status, deny, terminate, or prorate as applicable.

(3) OHFA will deny or terminate assistance based on the submission of false information or misrepresentations.

(d) Procedure for Denial or Termination

(1) If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with OHFA either after the INS appeal or in lieu of the INS appeal.

(2) After OHFA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

330:50-29-8. $0 Assistance Tenants [REVOKED]

(a) For contacts which were effective prior to October 2, 1995, OHFA is liable for unpaid rent and damages if the family vacates during the allowable 12 months after the last HAP payment. OHFA must perform all of the functions normally required, such as inspections and reexaminations. The participant will be notified of the right to remain on the program at $0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

(b) For contracts effective after October 2, 1995, OHFA has no liability for unpaid rent or damages, and the family may remain in the unit at $0 assistance for up to 180 days after the last.
HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180 day time frame an owner rent increase or a decrease in the TTP cause the family to be eligible for a HAP payment, OHFA will resume assistance payments for the family. In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

330:50-29-9. Option not to Terminate for Misrepresentation [REVOKED]
If the family has misrepresented any facts that caused the OHFA to overpay assistance, OHFA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses OHFA in full.

330:50-29-10. Misrepresentation in collusion with owner [REVOKED]
If the family is willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, OHFA will deny or terminate assistance.

330:50-29-11. Missed Appointments and Deadlines [REVOKED]
(a) It is the responsibility of the Family to supply information, documentation, and certification as needed for OHFA to fulfill its responsibilities. OHFA schedules appointments and sets deadlines in order to obtain the required information. The Family Obligations also require that the family allow OHFA to inspect the unit and appointments are made for this purpose.
(b) An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying OHFA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow OHFA to inspect the unit.
(c) The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in these Chapter 50 Rules.
(d) Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:
   (1) Eligibility for Admissions.
   (2) Verification Procedures.
   (3) Certificate/Voucher Issuance and Briefings.
   (4) HQS and Inspections.
   (5) Recertifications.
   (6) Appeals.
(e) Acceptable reasons for missing appointments or failing to provide information by deadlines are:
   (1) Medical emergency.
   (2) Family emergency.
(f) Procedure when Appointments are Missed or Information not Provided
   (1) For most purposes in these Chapter 50 Rules, the family will be given one opportunity before being issued a notice of termination or denial for breach of a family obligation.
   (2) After issuance of the termination notice, the termination will be rescinded only...
after the family cures the breach within the time specified.

SUBCHAPTER 31. OWNER DISAPPROVAL AND RESTRICTION [REVOKED]

330:50-31-1. Introduction [REVOKED]

It is the policy of OHFA to encourage owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of OHFA. The regulations define when OHFA must disapprove an owner participation in the program, and they provide OHFA discretion to disapprove or otherwise restrict the participation of owners in certain categories. Subchapter 31 describes the criteria for owner disapproval, and the various penalties for owner violations.

330:50-31-2. Disapproval of Owner [REVOKED]

(a) The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

(b) OHFA will disapprove the owner for the following reasons:

   (1) HUD or another agency directly related has informed OHFA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR, part 24.

   (2) HUD has informed OHFA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

   (3) HUD has informed OHFA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

   (4) The owner has violated obligations under a HAP Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

   (5) The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

   (6) The owner has engaged in drug trafficking.

   (7) The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

330:50-31-3. Owner Restrictions and Penalties [REVOKED]

(a) If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, OHFA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. OHFA may also terminate some or all contracts with the owner.

(b) Before imposing any penalty against an owner, OHFA will review all relevant factors pertaining to the case, and will consider such factors as the owner’s record of compliance and the number of violations.

(c) OHFA may utilize items such as written warnings, abatements, reductions, terminations—
In some cases OHFA may want to terminate only the contract(s) which have been violated. (d) Some examples for owner disapproval are listed below:
(1) HUD notification of owner debarment/suspension.
(2) HUD notification of violation of fair housing/federal equal opportunity.
(3) Violation of contract obligations.
(4) Owner fraud, bribery or other corrupt act in federal housing program.
(5) Owner engaged in drug trafficking.
(6) History of noncompliance with HQS.

330:50-31-4. Other Remedies for Owner Violations [REVOKED]
(a) If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, OHFA will terminate the Contract and arrange for restitution to OHFA and/or family as appropriate.
(b) OHFA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay OHFA or the tenant, as applicable.

SUBCHAPTER 33. CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS [REVOKED]

330:50-33-1. Introduction [REVOKED]
Subchapter 33, describes OHFA’s policies, procedures and standards for servicing Contracts which were effective before October 2, 1995. Certificate and Voucher contracts in this category have provisions for OHFA’s liability to owners when families move out. Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

330:50-33-2. Owner Claims [REVOKED]
(a) Under HAP Contracts effective prior to October 2, 1995, owners may make “special claims” for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.
(b) Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. OHFA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.
(c) If vacancy loss is claimed, OHFA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.
(d) OHFA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse OHFA for claims paid to the owner.

330:50-33-3. Unpaid Rent [REVOKED]
(a) Unpaid rent only applies to the tenant’s portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant’s obligation for rent beyond the termination date of the HAP Contract.
(b) Separate agreements are not considered a tenant obligation under the lease and OHFA-
will not reimburse the owner for any claims under these agreements.

(a) Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.
(b) In order to claim vacancy loss, the unit must be available for lease and the landlord must:
   (1) Notify OHFA within 48 hours upon learning of the vacancy, or prospective vacancy, and
   (2) Pursue all possible activities to fill the vacancy, including, but not limited to:
       (A) Contacting applicants on the owner’s waiting list, if any;
       (B) Advertising the availability of the unit, and
       (C) Not rejecting potentially eligible applicants except for good cause.
(c) In the event that a unit becomes vacant because of death, OHFA will permit the owner to keep the HAP for the month in which the tenant died.
(d) If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.
(e) OHFA will not assess the family for any monies paid to the owner for vacancy loss if OHFA was responsible for the late move-out.
(f) All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. In cases of excessive damage estimates are acceptable.
(g) Bills from individuals providing labor must include their name, Social Security Number, address and phone number. The landlord may not bill himself/herself for labor since that is not considered by OHFA to be an “actual cost.” However, the actual cost of the owner’s employees’ labor, such as the resident manager, to make repairs may be included.
(h) Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.
(i) Claims for unpaid utility bills cannot be approved as part of a claim.
(j) Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

330:50-33-5. Processing Claims [REVOKED]
(a) Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from OHFA up to the limits for each program.
(b) If the owner claims vacancy loss, the security deposit that s/he collected or could have collected will be deducted from the vacancy loss claim.
(c) OHFA reviews all claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.
   (1) OHFA will offer the family 14 calendar days to contest the claim. If the family-
disputes the claim, they must submit written documentation to OHFA, who will review the claim for validity.

(2) OHFA will conduct an internal review and notify the family of its findings.

(d) After a determination has been made, OHFA will notify the family in writing of the decision. If it has been determined that the family owes money, OHFA will pursue collection to repay either in a lump sum or through a repayment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse OHFA as required.

(e) Other Requirements for Claims Processing

(1) All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

(2) Costs of filing eviction to remove the tenant or any other legal fees, will not be reimbursed.

(3) No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.

(4) All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 90 days of the date the owner learned of the move-out.

SUBCHAPTER 35. OWNER OR FAMILY DEBTS TO OHFA [REVOKED]

330:50-35-1. Introduction [REVOKED]

(a) Subchapter 35 describes OHFA’s policies for the recovery of monies which have been overpaid to families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is OHFA’s policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support OHFA’s claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

(b) When families or owners owe money to OHFA, OHFA will make every effort to collect it. OHFA may use a variety of collection tools to recover debts including, but not limited to:

(1) Requests for lump sum payments.

(2) Civil suits.

(3) Repayment agreements.

(4) Abatements.

(5) Reductions.

(6) Collection agencies.

(7) Credit bureaus.

(8) Income tax set-off programs.


(a) A Repayment Agreement as used in these Chapter 50 Rules is a document entered into between OHFA and a person who owes a debt to OHFA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special-
provisions of the agreement, and the remedies available to OHFA upon default of the agreement.

(1) The maximum length of time OHFA will enter into a repayment agreement with a family is 2 years.
(2) The minimum monthly amount of monthly payment for any repayment agreement is 25 dollars.

(b) A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the payment is due on a weekend or holiday, the due date will be at the close of the next business day. If the family’s repayment agreement is in arrears, OHFA may:

(1) Require the family to pay the balance in full, and/or
(2) Pursue civil collection of the balance due, and/or
(3) Terminate the housing assistance.

(c) If the family requests a move to another unit and has a repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears the family will be permitted to move once the balance is paid in full unless the move is the result of the following causes, and the Repayment Agreement is current:

(A) Family size exceeds the HQS maximum occupancy standards.
(B) The HAP Contract is terminated due to owner non-compliance or opt-out.
(C) A natural disaster.

(d) If the family requests a move to another unit and is in arrears on a repayment agreement for the payment of an owner claim the request will be denied unless the family pays the balance in full.

(e) Repayment Agreements will be executed between OHFA and the head of household and/or spouse.

(f) Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Investigator.

(g) If the family has a Repayment Agreement in place and incurs an additional debt to OHFA, OHFA will terminate assistance, and:

(1) OHFA may enter into more than one Repayment Agreement at a time with the same family, or
(2) Additional amounts owed by the family may be added to the existing repayment agreement.
(3) If a Repayment Agreement is in arrears more than 30 days, any new debts must be paid in full.

330:50-35-3. Debts Owed for Claims [REVOKED]

(a) If a family owes money to OHFA for claims paid to an owner:

(1) OHFA may require the family to repay the amount in full, or
(2) OHFA may enter into a Repayment Agreement.

330:50-35-4. Debts Due to Fraud/Non-Reporting of Information [REVOKED]

(a) HUD’s definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.
Families who owe money to OHFA due to the family’s failure to report increases in income will be required to repay in accordance with the repayment procedures for program fraud, as follows:

1. Families who owe money to OHFA due to program fraud will be required to repay it in accordance with the repayment procedures for program fraud, below.
2. If a family owes an amount which equals or exceeds $5,000.00 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, OHFA will refer the case for criminal prosecution.

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

1. The maximum time period for a Repayment Agreement will be 24 months.
2. The family may be required to pre-pay up to the full amount owed prior to or upon execution of the Repayment Agreement.
3. The minimum monthly payment will be 25 dollars.
4. The amount of the monthly payment will be determined in accordance with the family’s current income.

330:50-35-5. Owner Debts to OHFA [REVOKED]
(a) If OHFA determines that the owner has retained HAP or Claim Payments the owner is not entitled to, OHFA may reclaim the amounts from future HAP or Claim Payments owed the owner for any units under contract.
(b) If future HAP or Claim Payments are insufficient to reclaim the amounts owed, OHFA may:
1. Require the owner to pay the amount in full within 14 calendar days.
2. Enter into a repayment agreement with the owner for the amount owed.
3. Pursue collections through the local court system.
4. Restrict the owner from future participation.
5. Rebate future HAP payments.

330:50-35-6. Writing off Debts [REVOKED]
Debts may be written off if:
1. The debtor’s whereabouts are unknown and the debt is more than 7 years old.
2. A determination is made that the debtor is judgment proof.
3. The debtor is deceased.
4. The debtor is confined to an institution indefinitely or for more than 7 years.
5. The amount is less than one hundred dollars and the debtor cannot be located.

SUBCHAPTER 37. COMPLAINTS AND APPEALS [REVOKED]

330:50-37-1. Introduction [REVOKED]
The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of OHFA. Subchapter 37 describes the policies, procedures, and standards to be used when families disagree with an OHFA decision. The procedures and requirements are explained for preference denial meetings, informal reviews, and hearings. It is the policy of OHFA to ensure that all families have the
330:50-37-2. Complaints to OHFA [REVOKED]

OHFA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. OHFA does require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.


When OHFA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial.

330:50-37-4. Eligibility for Informal Review [REVOKED]

(a) Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

(b) When OHFA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

1. The reason(s) they are ineligible,
2. The procedure for requesting a review if the applicant does not agree with the decision, and
3. The time limit for requesting a review.

(c) OHFA must provide applicants with the opportunity for an Informal Review of decisions denying:

1. Listing on OHFA’s waiting list, or
2. Issuance of a Certificate or Voucher, or
3. Participation in the program.

(d) Informal Reviews are not required for established policies, procedures, and OHFA determinations such as:

1. Discretionary administrative determinations by OHFA,
2. General policy issues or class grievances,
3. A determination of the family unit size under OHFA subsidy standards,
4. Refusal to extend or suspend a Certificate or Voucher,
5. Disapproval of lease,
6. Determination that unit is not in compliance with HQS,
7. Determination that unit is not in accordance with HQS due to family size or composition.


(a) A request for an Informal Review must be received in writing or by telephone by the close of the business day, no later than 14 calendar days from the date of OHFA’s notification of denial of assistance. The informal review will be scheduled within 14 calendar days from the date the request is received.

(b) The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

(c) The Review may be conducted by a staff person who is in a supervisory level or above.
(d) The applicant will be given the option of presenting oral or written objections to the
decision. Both OHFA and the family may present evidence and witnesses. The family may use
an attorney or other representative to assist them at their own expense.
(e) The review may be conducted by mail and/or telephone if acceptable to both parties.
(f) A Notice of the Review findings will be provided in writing to the applicant within 14
calendar days after the review. It shall include the decision of the review officer, and an
explanation of the reasons for the decision.
(g) All requests for a review, supporting documentation, and a copy of the final decision will
be retained in the family’s file.

(a) OHFA will provide a copy of the hearing procedures in the family briefing packet.
(b) When OHFA makes a decision regarding the eligibility and/or the amount of assistance,
applicants and participants must be notified in writing. OHFA will give the family prompt notice
of such determinations which will include:
   (1) The proposed action or decision of OHFA;
   (2) The date the proposed action or decision will take place;
   (3) The family’s right to an explanation of the basis for OHFA’s decision;
   (4) The procedures for requesting a hearing if the family disputes the action or
decision;
   (5) The time limit for requesting the hearing.
(c) OHFA must provide participants with the opportunity for an Informal Hearing for
decisions related to any of the following OHFA determinations:
   (1) Determination of the family’s annual or adjusted income and the computation of
the housing assistance payment.
   (2) Appropriate utility allowance used from schedule.
   (3) Family unit size determination under OHFA subsidy standards.
   (4) Determination that a Certificate program family is under-occupied in their current
unit and a request for exception is denied.
   (5) Determination to terminate assistance for any reason.
   (6) Determination to terminate a family’s FSS Contract, withhold supportive services,
or propose forfeiture of the family’s escrow account.
(d) OHFA must always provide the opportunity for an Informal Hearing before termination
of assistance.
(e) Informal Hearings are not required for established policies and procedures and OHFA
determinations such as:
   (1) Discretionary administrative determinations by OHFA.
   (2) General policy issues or class grievances.
   (3) Establishment of OHFA schedule of utility allowances for families in the
program.
   (4) An OHFA determination not to approve an extension or suspension of a
Certificate or Voucher term.
   (5) An OHFA determination not to approve a unit or lease.
   (6) An OHFA determination that an assisted unit is not in compliance with HQS.
   OHFA must provide hearing for family breach of HQS because that is a family.
obligation determination).
(7) An OHFA determination that the unit is not in accordance with HQS because of
the family size.
(8) An OHFA determination to exercise or not exercise any right or remedy against
the owner under a HAP contract.

(a) It is OHFA’s objective to resolve disputes at the lowest level possible, and to make every-effort to avoid the most severe remedies. However, if this is not possible, OHFA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and-the regulations.
(b) When OHFA receives a request for an informal hearing, a hearing shall be scheduled
within 14 calendar days. The notification of hearing will contain:
(1) The date and time of the hearing.
(2) The location where the hearing will be held. Upon showing exigent
circumstances, the Executive Director, at his sole discretion, may approve the
hearing being held by telephone.
(3) The family’s right to bring evidence, witnesses, legal or other
representation at the family’s expense.
(4) The right to view any documents or evidence in the possession of the OHFA upon
which OHFA based the proposed action and, at the family’s expense, to obtain a copy of
such documents prior to the hearing.
(5) A notice to the family that OHFA will request a copy of any documents or
evidence the family will use at the hearing.

330:50-37-8. OHFA’s Hearing Procedures [REVOKED]
(a) After a hearing date is agreed to, the family may request to reschedule only upon showing
“good cause,” which is defined as an unavoidable conflict which seriously affects the health,
safety or welfare of the family.
(b) If a family does not appear at a scheduled hearing and has not rescheduled the hearing in
advance, the family must contact OHFA within twenty-four (24) hours, excluding weekends and-holidays. OHFA will reschedule the hearing only if the family can show good cause for the
failure to appear.
(c) Families have the right to:
(1) Present written or oral objections to OHFA’s determination.
(2) Examine the documents in the file which are the basis for OHFA’s action, and all
documents submitted to the Hearing Officer;
(3) Copy any relevant documents at their expense;
(4) Present any information or witnesses pertinent to the issue of the hearing;
(5) Request that OHFA staff be available or present at the hearing to answer
questions pertinent to the case; and
(6) Be represented by legal counsel, advocate, or other designated representative at
their own expense.
(d) If the family requests copies of documents relevant to the hearing, OHFA will make the
copies for the family and assess a charge of 25 cents per copy. In no case will the family be-
allowed to remove the file from OHFA’s office.

(e) In addition to other rights contained in these Chapter 50 Rules, OHFA has a right to:
   (1) Present evidence and any information pertinent to the issue of the hearing;
   (2) Be notified if the family intends to be represented by legal counsel, advocate, or another party;
   (3) Examine and copy any documents to be used by the family prior to the hearing;
   (4) Have its attorney present; and
   (5) Have staff persons and other witnesses familiar with the case present.

(f) The Informal Hearing shall be conducted by the Hearing Officer appointed by OHFA who is neither the person who made or approved the decision, nor a subordinate of that person. OHFA appoints hearing officers who are OHFA management.

(g) The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(h) No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. “Documents” includes records and regulations.

(i) The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

(j) If the family misses an appointment or deadline ordered by the Hearing Officer, the action of OHFA shall take effect and another hearing will not be granted.

(k) The Hearing Officer will determine whether the action, inaction or decision of OHFA is legal in accordance with HUD regulations and these Chapter 50 Rules based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

(l) A notice of the Hearing Findings shall be provided in writing to OHFA and the family within 14 calendar days and shall include:
   (1) A clear summary of the decision and reasons for the decision;
   (2) If the decision involves money owed, the amount owed; and
   (3) The date the decision goes into effect.

(m) OHFA is not bound by hearing decisions:
   (1) Which concern matters in which OHFA is not required to provide an opportunity for a hearing;
   (2) Which conflict with or contradict HUD regulations or requirements;
   (3) Which conflict with or contradict Federal, State or local laws; or
   (4) Which exceed the authority of the person conducting the hearing.

(n) OHFA shall send a letter to the participant if it determines OHFA is not bound by the Hearing Officer’s determination within 14 calendar days from the date of the original determination. The letter shall include OHFA’s reasons for the decision.

(o) All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family’s file.


(a) Assistance to the family may not be delayed, denied or terminated on the basis of
immigration status at any time prior to the receipt of the decision on the INS appeal.

(b) Assistance to a family may not be terminated or denied while an OHFA hearing is pending but assistance to an applicant may be delayed pending an OHFA hearing.

Immigration Naturalization Service Determination of Ineligibility

(c) If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, OHFA notifies the applicant or participant within 14 calendar days of their right to appeal to the INS within 30 days or to request an informal hearing with OHFA either in lieu of or subsequent to the INS appeal.

(d) If the family appeals to the INS, they must give OHFA a copy of the appeal and proof of mailing or OHFA may proceed to deny or terminate. The time period to request an appeal may be extended by OHFA for good cause.

(e) The request for an OHFA hearing must be made within 14 calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within 14 calendar days of receipt of that notice.

(f) After receipt of a request for an informal hearing, the hearing is conducted as described in 330:50-37-8, for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members OHFA will:

(1) Deny the applicant family.

(2) Defer termination if the family is a participant and qualifies for deferral.

(3) Terminate the participant if the family does not qualify for deferral.

(g) If there are eligible members in the family, OHFA will offer to prorate assistance or give the family the option to remove the ineligible members.

(h) All other complaints related to eligible citizen/immigrant status:

(i) If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

(j) Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

(k) Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing regarding determinations of Tenant Rent and TTP.

(l) Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

330:50-37-10. Mitigating Circumstances for Applicants/Participants with Disabilities [REVOKED]

When applicants are denied placement on the waiting list, or OHFA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

SUBCHAPTER 39. PROGRAM INTEGRITY [REVOKED]

330:50-39-1. Introduction [REVOKED]

(a) The US Department of HUD conservatively estimates that 200 million dollars is paid-
annually to program participants who falsify or omit material facts in order to gain more rental-assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal-entitlement.

(b) OHFA is committed to assuring that the proper level of benefits is paid to all-participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

(c) OHFA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

(d) Subchapter 39 outlines OHFA’s policies for the prevention, detection and investigation of program abuse and fraud.


(a) Under no circumstances will OHFA undertake an inquiry or an audit of a participating-family arbitrarily. OHFA’s expectation is that participating families will comply with HUD-requirements, provisions of the Certificate or Voucher, and other program rules. OHFA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, OHFA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to OHFA’s attention, to investigate such claims.

(b) OHFA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. OHFA will follow up on referrals from other-agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family-obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family’s file.

2. Internal File Review. A follow-up will be made if OHFA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality-control review), information or facts which conflict with previous file data, OHFA’s knowledge of the family, or is discrepant with statements made by the family.

3. Verification of Documentation. A follow-up will be made if OHFA receives independent verification or documentation which conflicts with representations in the family’s file (such as public record information or credit bureau reports, or reports from other agencies).

330:50-39-3. Steps OHFA will take to Prevent Program Abuse and Fraud [REVOKED]

(a) OHFA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

1. Things You Should Know. This program integrity bulletin (created by HUD’s Inspector General) will be furnished and explained to all applicants to promote
understanding of program rules, and to clarify OHFA's expectations for cooperation and compliance.

(2) Program Orientation Session. Mandatory orientation sessions will be conducted by OHFA staff for all prospective program participants, either prior to or upon issuance of a Certificate or Voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a “Program Briefing Certificate” to confirm that all rules and pertinent regulations were explained to them.

(3) Resident Counseling. OHFA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

(4) Review and explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

(5) Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

(6) Participant Certification. All family representatives will be required to sign a “Participant Certification” form, as contained in HUD’s Participant Integrity Program Manual.

330:50-39-4. Steps OHFA will take to Detect Program Abuse and Fraud [REVOKED]

(a) OHFA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

(1) Prior to initial certification, and at the completion of all subsequent recertifications, 25 percent of files will be reviewed for quality control purposes. Such reviews shall include, but are not limited to:

(A) Assurance that verification of all income and deductions is present.
(B) Changes in reported Social Security Numbers or dates of birth.
(C) Authenticity of file documents.
(D) Ratio between reported income and expenditures.
(E) Review of signatures for consistency with previously signed file documents.
(F) All forms are correctly dated and signed.

(2) Observation. OHFA will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income.

(A) Observations will be documented in the family’s file.

(3) Public Record Bulletins may be reviewed by Management and Staff.

(4) State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

330:50-39-5. OHFA’s Handling of Allegations of possible Abuse and Fraud [REVOKED]

(a) OHFA staff will encourage all participating families to report suspected abuse to the investigator. All such referrals, as well as referrals from community members and other
agencies, will be thoroughly documented and placed in the participant’s file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. OHFA will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

(b) An internal file review will be conducted to determine if the subject of the allegation is a client of OHFA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if OHFA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

(c) If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the investigator will initiate an investigation to determine if the allegation is true or false.

(a) If OHFA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, OHFA will secure the written authorization from the program participant for the release of information.

(b) Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

(c) Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to OHFA’s review.

(d) Investigators, case workers or representatives of other benefit agencies may be contacted.

(e) If relevant, OHFA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

(f) OHFA may discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate OHFA office. A high standard of courtesy and professionalism will be maintained by the OHFA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

Documents and other evidence obtained by OHFA during the course of an investigation will be considered “work product” and will either be kept in the participant’s file, or in a separate “work file.” In either case, the participant’s file or work file shall be kept in a locked file cabinet during the investigation. Such cases under review will not be discussed among OHFA Staff unless they are involved in the process, or have information which may assist in the investigation.

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.


If it is determined that a program violation has occurred, OHFA will review the facts to determine:

1. The type of violation (procedural, non-compliance, fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the family.
4. If the family is eligible for continued occupancy.

330:50-39-10. Action Procedures for Violations which have been Documented [REVOKED]

(a) Once a program violation has been documented, OHFA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance will apply when the family “fails to” observe a procedure or requirement of OHFA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations are:

   (A) Failure to appear at a pre-scheduled appointment.
   (B) Failure to return verification in a time period specified by OHFA.

   (i) In such cases a warning notice will be sent to the family which contains the following:

       (I) A description of the non-compliance and the procedure, policy or obligation which was violated.
       (II) The date by which the violation must be corrected, or the procedure complied with.
       (III) The action which will be taken by OHFA if the procedure or obligation is not complied with by the date specified by OHFA.
       (IV) The consequences of repeated (similar) violations.

2. Procedural Non-compliance will also apply in cases of Overpaid Assistance.

When the family owes money to OHFA for failure to report changes in income or assets, OHFA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

   (A) A description of the violation and the date(s).
   (B) Any amounts owed to OHFA.
   (C) A 14 calendar day response period.
   (D) The right to disagree and to request an informal hearing with instructions for the request of such hearing.

   (i) If the Participant fails to comply with OHFA’s notice, and a family obligation has been violated, OHFA will initiate termination of assistance.
   (ii) When a family complies OHFA’s notice, the staff person responsible may meet with him/her to discuss and explain the Family
Obligation or program rule which was violated.

(3) When a participant falsifies, misstates, omits or otherwise intentionally misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by OHFA, OHFA will evaluate whether or not:

(A) The participant had knowledge that his/her actions were wrong, and
(B) The participant willfully violated the family obligations or the law.
(C) Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant’s signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrong doing.
(D) The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:
(i) An admission by the participant of the misrepresentation.
(ii) That the act was done repeatedly.
(iii) If a false name or Social Security Number was used.
(iv) If there were admissions to others of the illegal action or omission.
(v) That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
(vi) That the participant falsified, forged or altered documents.
(vii) That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

(4) In all cases of misrepresentations involving efforts to recover monies owed, OHFA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

(A) If OHFA has established criminal intent, and the case meets the criteria for criminal prosecution, OHFA will:
(i) Refer the case to HUD’s RIGI, terminate rental assistance, and/or refer the case to local State or District Attorney's office.

(B) OHFA may take pursue the following Administrative Remedies:
(i) Terminate assistance and demand payment of restitution in full.
(ii) Terminate assistance and execute an administrative repayment agreement in accordance with OHFA’s Repayment Policy.
(iii) Continue assistance and execute an administrative repayment agreement in accordance with OHFA’s repayment policy.

SUBCHAPTER 41. SPECIAL HOUSING TYPES [REVOKED]

330:50-41-1. Introduction [REVOKED]
(a) OHFA will not set aside any program funding for special housing types, or for a special housing type. A family may choose whether to rent housing that qualifies as a special housing
type or to rent other eligible housing in accordance with requirements of the program.

330:50-41-2. Verification of Need for Reasonable Accommodation [REVOKED]
(a) An example of acceptable documentation as verification of the need for reasonable accommodation would be a letter to OHFA describing how the special housing type requested provides the accommodation that the person is in need of. The request and documentation will be reviewed by the Director of Leasing and a written response stating approval or disapproval will be sent to the applicant/participant within ten (10) working days of receipt of the request.
(c) A copy of OHFA’s response with supporting documentation will be maintained in the applicant/participant’s file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M—Special Housing Types.

330:50-41-3. Congregate Housing [REVOKED]
(a) An elderly person or a person with disabilities may reside in a congregate housing unit. OHFA may approve a family member or live-in aide to reside with the elderly person or person with disabilities. OHFA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
(b) Congregate Housing Lease and HAP Contract—For congregate housing there will be a separate lease and HAP contract for each assisted family. Unless there is a live-in aide, the FMR/exception rent limit for a family that resides in a congregate housing unit is the zero-bedroom FMR/exception rent limit. However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom FMR/exception rent limit. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.
(c) Housing Quality Standards—OHFA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

330:50-41-4. Group Homes [REVOKED]
(a) A group home must be licensed, certified, or otherwise approved in writing by the State, or the State’s licensing department.
(b) An elderly person or a person with disabilities may reside in a State-approved group home. If approved by OHFA, a live-in aide may reside with a person with disabilities.
(c) OHFA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.
(d) OHFA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.
(e) No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.
(f) Group Home Rent and HAP Contract—There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term “pro rata portion” means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of
persons in the assisted household equals one assisted person plus any OHFA-approved live-in aide.

(g) Group Home Rent and HAP Contract—The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home. The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent, OHFA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

(h) Maximum Subsidy—Unless there is a live-in aide, the family unit size is one/one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

(1) In a Regular Tenancy for a person who resides in a group home, the initial gross rent may not exceed either the FMR/exception rent limit for the family unit size or the pro-rata portion of the FMR/exception rent limit for the group home size.

(2) For a Voucher Tenancy, the payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard for the group home size.

(3) For the OFTO Program, the payment standard for a person who resides in a group home is the lower of the FMR/exception rent limit for the family unit size; or the pro-rata portion of the FMR/exception rent limit for the group home size.

(i) Utility Allowance—The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

(j) Housing Quality Standards—OHFA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.