

DEPARTMENT OF HUMAN SERVICES

Adoption of Chapter 17-2040
Hawaii Administrative Rules

(date)

SUMMARY

Chapter 17-2040, Hawaii Administrative Rules,
entitled "Emergency Housing Voucher Program
Rules", is adopted.

HAWAII ADMINISTRATIVE RULES

TITLE 17

DEPARTMENT OF HUMAN SERVICES

SUBTITLE 5

HAWAII PUBLIC HOUSING AUTHORITY

CHAPTER 2040

EMERGENCY HOUSING VOUCHER PROGRAM RULES

SUBCHAPTER 1 General Provisions

- §17-2040-1 Purpose
- §17-2040-2 Nondiscrimination
- §17-2040-3 Definitions
- §17-2040-4 Notice to active waitlist families
- §17-2040-5 Participation by owners and others
- §17-2040-6 Income limits
- §17-2040-7 Assets
- §17-2040-8 Subsidy and occupancy standards
- §17-2040-9 Allowance for utilities and other services
- §17-2040-10 Verification of information
- §§17-2040-11 to 17-2040-20 (Reserved)

SUBCHAPTER 2 Eligibility

- §17-2040-21 Referrals

§17-2040-22 Collection and submission of documents
§17-2040-23 Eligibility under qualifying categories
§17-2040-24 Eligibility for admission and participation
§17-2040-25 Notification of eligibility
§17-2040-26 Waiting list
§17-2040-27 Removal from the waiting list
§17-2040-28 Opening and closing the waiting list
§17-2040-29 Final application process - selection and certification
§17-2040-30 Annual income
§17-2040-31 Reexaminations
§17-2040-32 Interim rent adjustment
§17-2040-33 Continued assistance
§§17-2040-34 to 17-2040-40 (Reserved)

SUBCHAPTER 3 Lease

§17-2040-41 Request for lease approval
§17-2040-42 Dwelling unit inspection
§17-2040-43 Lease requirements
§17-2040-44 Lease approval
§§17-2040-45 to 17-2040-50 (Reserved)

SUBCHAPTER 4 Housing Assistance Payments and Rent

§17-2040-51 Housing assistance payments
§17-2040-52 Contract rent to owner or landlord
§17-2040-53 Total tenant payment
§17-2040-54 Payment standard
§17-2040-55 Holding fees
§17-2040-56 Security deposits
§17-2040-57 Utility assistance
§17-2040-58 Owner or landlord responsibility
§17-2040-59 Ownership change
§§17-2040-60 to 70 (Reserved)

SUBCHAPTER 5 Operations

- §17-2040-71 Inspections
- §17-2040-72 Overcrowded or under occupied units
- §17-2040-73 Portability
- §17-2040-74 Transfers
- §17-2040-75 Eviction - termination of tenancy by owner or landlord
- §17-2040-76 Termination of participation
- §§17-2040-77 to 17-2040-80 (Reserved)

SUBCHAPTER 6 Informal Reviews and Hearings

- §17-2040-81 Informal review process for applicants
- §17-2040-82 Informal hearing process for participants
- §§17-2040-83 to 17-2040-90 (Reserved)

SUBCHAPTER 7 Landlord Incentive Program

- §17-2040-91 Landlord incentive program
- §17-2040-92 Inspection incentives
- §17-2040-93 Landlord reimbursement eligibility
- §17-2040-94 Eligible expenses
- §17-2040-95 Submitting a claim
- §17-2040-96 Claim review and approval
- §17-2040-97 Continued tenant participation
- §§17-2040-98 to 17-2040-100 (Reserved)

SUBCHAPTER 8 Miscellaneous Provisions

- §17-2040-101 Severability
- §17-2040-102 Number

SUBCHAPTER 1

GENERAL PROVISIONS

§17-2040-1 Purpose. These rules are adopted under chapter 91, HRS, and shall govern the authority's implementation of the requirements of the emergency housing voucher program authorized by the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) and implemented by HUD, and establishes the role and responsibility of the participants, the Continuum of Care, and the authority. This emergency housing voucher program assists individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. Emergency housing vouchers are tenant-based rental assistance under Section 8(o) of the United States Housing Act of 1937 (42 U.S.C. §1437f(o)). [Eff _____] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.54; HRS §356D-13)

§17-2040-2 Nondiscrimination. (a) The authority shall not deny any family or individual the opportunity to apply for or receive assistance under this chapter on the basis of race, color, sex, religion, marital status, creed, national or ethnic origin, age, familial status, ancestry, sexual orientation, gender identity or expression, handicap or disability or human immunodeficiency virus (HIV) infection.

(b) The authority shall comply with federal and state nondiscrimination laws and with rules and regulations governing fair housing and equal opportunity in the administration of the program. The authority shall provide a family with the HUD discrimination complaint form and information on how to file a fair housing complaint if the family claims that discrimination prevented them from finding or leasing a suitable unit under the program. [Eff] (Auth: HRS §356D-13) (Imp: HRS §356D-7; 24 C.F.R. §§982.53, 982.304)

§17-2040-3 Definitions. As used in this chapter:

"Adjusted income" means "annual income" of the members of the family residing or intending to reside in the dwelling unit minus any HUD allowable expenses and deductions as defined in 24 C.F.R. §5.611.

"Annual income" means the gross amount of income anticipated to be received by the family during the twelve months or go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member 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, as set forth in 24 C.F.R. §5.609.

"Applicant" means an individual or family that the Continuum of Care or other referral agency has referred as an application for admission to the program but is not yet a participant in the program.

"Assets" or "net family assets" means net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs as defined in 24 C.F.R. §5.603. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

"At risk of homelessness" means (a) an individual or family who:

- (1) Has an annual income below thirty percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "Homeless" definition above; and
- (3) Meets one of the following conditions:
 - (i) Has moved because of economic reasons two or more times during the sixty days immediately preceding the application for homelessness prevention assistance;
 - (ii) Is living in the home of another because of economic hardship;
 - (iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within twenty one days of the date of application for assistance;
- (4) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, State, or local government programs for low-income individuals;
- (5) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons, or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;
- (6) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(7) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

(b) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

(c) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that child or youth if living with her or him.

"Authority" means the Hawaii public housing authority.

"Board" means the board of directors of the Hawaii public housing authority.

"C.F.R. " means the United States Code of Federal Regulations.

"Child" means a person who is born alive and is less than eighteen years of age.

"CoC" or "Continuum of Care" means the group organized to carry out the responsibilities required under 24 C.F.R. Part 578 for a geographic area and that is composed of representatives of organizations, including nonprofit homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve

homeless and formerly homeless veterans, and homeless and formerly homeless persons to the extent these groups are represented within the geographic area and are available to participate.

"Community wide" means inclusive of any location that is under the jurisdiction of the authority.

"Continuously assisted" means that the applicant is currently receiving assistance under any program of the U.S. Housing Act of 1937, as amended, and there is no break in assistance to the family.

"Contract rent" means the total monthly rent payable to the owner or landlord under the lease for the dwelling unit.

"Covered families" means families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

"Criminal activity" means any conduct that is prohibited by any criminal laws, whether federal, state or county, regardless of whether there has been an arrest or conviction and without satisfying the standard of proof for a criminal conviction.

"Dating violence" means violence committed by a person:

(a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(b) Where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (1) The length of the relationship;
- (2) The type of relationship; and
- (3) The frequency of interaction between the person involved in the relationship.

"Designated partner referral agency" means the Continuum of Care or any alternative referral partner agency designated to refer eligible applicants to the authority through a Memorandum of Agreement.

"Disability" means having a physical or mental impairment which substantially limits one or more major life activities, having a record of such an impairment, or being regarded as having such an impairment, including persons who have human immunodeficiency virus (HIV) or AIDs. The term does not include current illegal use or addition to a controlled substance or alcohol or drug abuse that threatens the property or safety of others. Disabled individual or family includes:

- (1) A single individual who or a family whose head or spouse is unable to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in indefinite duration; or
- (2) A single individual who or a family whose head or spouse has a physical impairment which is expected to be of long, continued and indefinite duration and which substantially impedes the ability to live independently, and which is of a nature that the ability could be improved by suitable housing conditions.

"Disabled family" means a family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

"Domestic violence" means felony or misdemeanor crimes of violence committed by:

- (a) A current or former spouse or intimate partner of the victim (the term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship);
- (b) A person with whom the victim shares a child in common;

(c) A person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner;

(d) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies; or

(e) Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

"Domiciled" means physically residing in the unit with intent to remain.

"Drug related criminal activity" means the manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined in 21 U.S.C. 802 and which activity is conducted on or near the premises of the assisted dwelling unit.

"Dwelling unit" means a residential unit accepted for lease in the program.

"Economic self-sufficiency program" means any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families.

"Elderly" or "elderly family" means a family whose head, spouse, or sole member is a person who is at least sixty-two years of age; or two or more persons who are at least sixty-two years of age living together; or one or more persons who are at least sixty-two years of age living with one or more live-in aides.

"Eligible family" means a family that meets the qualifications and requirements of the program.

"Extremely low income family" means a very low-income family whose annual income does not exceed the higher of: (1) The poverty guidelines established by the Department of Health and Human Services applicable to the family of the size involved (except in the case of families living in Puerto Rico or any other territory or possession of the United States); or (2) Thirty (30) percent of the median income for the area, as determined by HUD, with adjustments for smaller and

larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

"Fair market rent" or "FMR" means the rent including the cost of utilities (except telephone or cable television), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities.

"Family" means regardless of actual or perceived sexual orientation, gender identity or expression, or marital status:

- (1) Two or more persons who live or intend to live together and whose income and resources are available to meet the family's needs and who may be related by blood, marriage, or operation of law and whose head of family has reached the age of majority. Family may include foster children, hanai children, or a minor child or children where a family member is in the process of security legal custody of the minor and the minor is domiciled with the family;
- (2) An elderly family;
- (3) A disabled family;
- (4) A displaced family;
- (5) The remaining member of a tenant family who is recorded as an authorized occupant on the current list of household members and who has reached the age of majority; or
- (6) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

"Foster child" or "Foster children" means a person or persons under eighteen years of age who is

or are provided foster care by a foster parent pursuant to Chapter 587A, HRS.

"Foster parent" means any adult person licensed by the department of human services or another authorized agency to provide foster care services for a child or children under Chapter 587A, HRS.

"Gender identity or expression" includes a person's actual or perceived gender, as well as a person's gender identity, gender-related self-image, gender-related appearance, or gender-related expression, regardless of whether that gender identity, gender-related self-image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person's sex at birth.

"Gross rent" means the contract rent plus allowances for utilities and other services.

"Hanai children" means a person or persons, under eighteen years of age, who is or who are taken permanently to reside, be educated, and reared by someone other than the natural parents, traditionally a grandparent, or other relative, with the written or unwritten permission of the legal parent.

"HAP" or "housing assistance payment" means the monthly housing assistance payment by the authority as defined in 24 C.F.R. §982.4 which includes:

- (1) A payment to the owner or landlord for rent under the family's lease and
- (2) Any additional payment to the family if the total assistance payment exceeds the rent to the owner or landlord.

"HAP contract" means housing assistance payments contract.

"HRS" means Hawaii Revised Statutes.

"Homeless" means (a) an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (1) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for

- human beings, including a car, park, abandoned buildings, bus or train station, airport, or camping ground;
- (2) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, State, or local government programs for low-income individuals); or
 - (3) An individual who is exiting an institution where he or she resided for ninety days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- (b) An individual or family who will immediately lose their primary nighttime residence, provided that:
- (1) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - (2) No subsequent residence has been identified; and
 - (3) The individual or family lacks the resources or support networks, such as family, friends, faith-based or other social networks, needed to obtain other permanent housing;
- (c) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
- (1) are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the

- Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (4 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a); (2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
- (3) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - (4) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence of a child or youth with a disability; or two or more barriers to employment, which include the lack of a high school degree or general education development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment.

"Housing quality standards" means the HUD minimum quality standards for housing assisted under the HUD tenant-based rental assistance programs as defined in 24 C.F.R. §982.401.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Notice PIH 2021-15(HA)" means the notice issued on May 5, 2021 by the United States Department of Housing and Urban Development titled "Emergency Housing Vouchers - Operating Requirements" that implements the provisions in Section 3202 Emergency Housing Vouchers of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).

"Human trafficking" means both sex and labor trafficking, as outlined in the Trafficking Victims Protection Act of 2000, as amended.

"Imputed welfare income" means the amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

"Labor trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Landlord" means either the owner of the property or his or her representative or the managing agent or his or her representative, as shall be designated by the owner.

"Live-in aide" means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, and who:

- (1) Is determined to be essential to the care and well-being of the persons;
- (2) Is not obligated for the support of the persons;
- (3) Would not be living in the unit except to provide the necessary support services;
- (4) Is not a tenant; and
- (5) Notwithstanding any other rule, has no right of tenancy, continued occupancy of the unit, and is not a remaining member of the family or household member.

"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, except that HUD may establish income ceilings higher or lower than 80 percent of the median income for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes."

"Near elderly" means a family whose head, spouse, or solo member is at least fifty years of age but below the age of sixty two.

"Owner" means any persons or entity having the legal right to lease or sublease a residential dwelling unit to a participant and includes, when applicable, a mortgagee.

"Participant" or "tenant" means a person or family that is receiving rental assistance in the program. Participation begins on the first day of the approved lease term.

"Payment standard" means the maximum monthly assistance payment for a family assisted in the voucher program before deducting the total tenant payment by the family.

"PHA" means public housing authority.

"Portability" means the right to receive emergency housing voucher assistance outside of the jurisdiction of the initial public housing agency.

"Program" means the emergency housing voucher program.

"Recently homeless" means an individual or family who has previously been classified by a member of the CoC as homeless but are not currently homeless as a result of homeless assistance, temporary rental assistance or some type of other assistance, and where the CoC or its designee determines that the loss of such assistance would result in a return to homelessness or the family having a high risk of housing instability. Examples of households that may be defined as recently homeless by the CoC include, but are not limited to, participants in rapid rehousing, and permanent supportive housing.

"Resident" means a United States citizen or national or an eligible immigrant under one of the categories set forth in 42 U.S.C. §1436a(a), also known as "noncitizen", who is able to demonstrate his or her intent to reside in Hawaii. Under one of these categories, one eligible immigrant is an alien who is a lawful resident in the United States and its territories and possessions under section 141 of the Compacts of the Free Association between the

Government of the Republic of the Marshall Islands, the Federal States of Micronesia (48 U.S.C. 1901 note), and the Republic of Palau (48 U.S.C. 931 note) while the applicable section is in effect, also known as "COFA" resident. Intent to reside in Hawaii may be demonstrated by the following: length of time spent in Hawaii; leasing or renting of a home in Hawaii; filing of personal Hawaii income tax returns; registering to vote in Hawaii; Hawaii driver's license; record of Hawaii motor vehicle registration; notification of hire to work in Hawaii; record of employment in Hawaii; military records substantiating Hawaii residency; record of Hawaii residency; enrollment of minor children in Hawaii schools; establishment of bank accounts and other accounts in Hawaii; written reference from Hawaii residents, relatives, or social agencies; and any other indicia which could substantiate a claim of an intent to reside in Hawaii.

"Security deposit" means the deposit required by an owner from a participant as defined in the Residential Landlord-Tenant Code, §521-44, HRS.

"Sex trafficking" means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act, in which the commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age.

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

"Sexual orientation" means having a preference for heterosexuality, homosexuality, or bisexuality, having a history of any one or more of the preferences, or being identified with any one or more of these preferences. "Sexual orientation" shall not be construed to protect conduct otherwise proscribed by law.

"Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (a) Fear for the person's individual safety of others; or
- (b) Suffer substantial emotional distress.

"Utility allowance" means the value of utilities such as electricity, gas, and water costs that are included in the gross rent of the participant. This does not include telephone or cable TV services.

"Very low income family" means "a family whose annual income does not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes."

"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 from active service under conditions other than dishonorable.

"Violent criminal activity" means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage

"Voucher" means a document issued by the authority to a family selected for admission to the voucher program

"Voucher holder" means an applicant who has a valid voucher but not an approved lease.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. Parts 5, 578 and 982; HRS §356D-13)

§17-2040-4 Notice to active waitlist families.

The authority shall inform its active housing choice voucher waitlist applicants of the availability and nature of housing assistance for families within the

eligibility populations, the referral process, and how to contact the authority's designated partner referral agency, through posting information on the authority website. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); HRS §356D-13)

§17-2040-5 Participation by owners and others.

The authority shall invite eligible owners and landlords, including owners or landlords of suitable units located outside of poverty or racially concentrated areas, to make dwelling units available for leasing by eligible families and to expand opportunities for disabled persons. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§ 982.1, 982.54, 982.306 HRS §356D-13)

§17-2040-6 Income limits. (a) Income limits for a family's participation in the program shall be the same income limits established by HUD for its emergency housing voucher program which are set forth in Exhibit A.

(b) Applicable income limits as provided in subsection (a) shall be published once per year in a conspicuous place at the authority's offices that accept applications, on the authority's website, and printed in the authority's informational materials on eligibility for the programs. [Eff

] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§5.603, 982.201; HRS §356D-13)

§17-2040-7

§17-2040-7 Assets. All assets held by each member of an eligible family shall be used to determine annual income. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §5.609; HRS §356D-13)

§17-2040-8 Subsidy and occupancy standards.

(a) The authority shall establish subsidy standards that shall provide for a minimum commitment of subsidy while avoiding overcrowding. The subsidy standards are incorporated by reference and attached as Exhibit B.

(b) The standards determine the number of bedrooms to be entered on the voucher and not a family's actual living arrangement.

(c) The authority's occupancy standards follow the occupancy codes of the County in which the unit is located. The occupancy standards are incorporated by reference and attached as Exhibit C. [Eff

] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.54(d)(9), 982.401, 982.402; HRS §356D-13)

§17-2040-9 Allowance for utilities and other services. (a) The authority shall maintain a utility allowance schedule for utilities and other services that shall be coordinated with the allowance schedules of the respective counties. The utility allowance schedules, as set forth in Exhibit D, shall be published once per year on the authority's website.

(b) On request from a family that includes a person with disabilities, the authority shall approve a utility allowance which is higher than the applicable amount in the utility allowance schedule if a higher utility allowance is needed as a reasonable

accommodation in accordance with 24 C.F.R. part 8 to make the program accessible to and usable by the family member with a disability.

(c) A participant shall receive a utility reimbursement when the utility allowance exceeds the total tenant payment. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.517; HRS §356D-13)

§17-2040-10 Verification of information.

(a) The authority shall require an applicant or participant to provide documentation verifying information provided by the family relating to the program to the agency processing the initial application for assistance.

(b) An applicant or participant who fails to provide requested documentation to verify information shall be ineligible for participation in the program.

(c) Verification documents shall be valid for the following lengths of time:

(1) For applicants, sixty days before the voucher is issued to the applicant.

(2) For participants, one hundred twenty days from the date received by the authority.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.201, 982.551; 982.552; 982.553; HRS §356D-13)

§17-2040-11 Contracting Services.

(a) The authority may contract all or a portion of the services necessary to operate this program as may be required or allowed by federal regulations and notices issued by HUD for the emergency housing voucher

§17-2040-11

program. [Eff] (Auth: HRS §356D-13)
(Imp: American Rescue Plan Act of 2021, Pub. L. No.
117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD
Notice PIH 2021-15(HA); HRS §356D-3)

SUBCHAPTER 2

ELIGIBILITY

§17-2040-21 Referrals. (a) The authority shall only accept applicants through a direct referral process from the CoC coordinated entry system or other designated partner referral agencies.

(b) Only individuals or families who are determined eligible for the program by the designated partner referral agency shall be submitted to the authority for participation.

(c) Other than cases where an individual or family is requesting an emergency transfer under the Violence Against Women Act, the authority shall refer a family seeking assistance under the program to the designated partner referral agency for the initial intake, assessment, and possible referral to the authority for emergency housing voucher program participation.

(d) A family seeking to participate in the program may contact the CoC or a designated partner referral agency directly if they believe they may be eligible for assistance.

(e) A final eligibility review shall be conducted by the authority when the applicant referral is submitted.

(f) An applicant who has misrepresented material information may not be eligible to file an application with the authority. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.201, 982.202; HRS §356D-13)

§17-2040-22 Collection and submission of documents.

(a) All initial application documentation, including, but not limited to, application, identification verification, and income and asset verification, shall be submitted to the authority by the designated partner referral agency.

(b) The designated partner referral agency shall be responsible for ensuring that all required document have been collected and submitted to the authority.

(c) Failure to submit all required information shall result in the return of the referred application packet to the designated partner referral agency.

(d) Additional requests for information required by the authority to determine eligibility shall be submitted to the designated partner referral agency for follow up.

(e) The designated partner referral agency shall continue to be responsible for assisting in the collection of additional information if the applicant is accepted into the program until the end of executed memorandum of agreement with the designated partner referral agency. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); HRS §356D-13)

§17-2040-23 Eligibility under qualifying categories.

(a) To be eligible for an emergency housing voucher, an individual or family must meet one of four eligibility categories:

- (1) Homeless;
- (2) At risk of homelessness;
- (3) Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- (4) Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability;

(b) The designated partner referral agency shall verify that the individual or family meets one of the four eligibility categories prior to referring them to the authority.

(c) Supporting documentation verifying the referral meets one of the eligible categories shall be provided to the authority at the time of referral and shall be included in the participant file.

(d) Where an individual or family is currently residing at one of the authority's public housing properties and is requesting an emergency transfer, the authority shall verify eligibility. [Eff

] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); HRS §356D-13)

§17-2040-24 Eligibility for admission and participation. (a) To be eligible for participation in the program, an applicant and household members shall meet all of the requirements of the pre-application and final-application phases as set forth below:

- (1) During the application phase, the applicant and adult household members shall:
 - (A) Qualify as a family;
 - (B) Be income eligible as determined under section 17-2040-6;
 - (C) Provide a social security number for all family members who are at least six years of age or certify that the person does not have a social security number;
 - (D) Not have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the previous 12 months;
 - (E) Within one year of the projected date of voucher award, not have been engaged in any violent criminal activity or

other criminal activity which would threaten or adversely affect the health, safety, right of peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;

- (F) Not be engaged in or threatened abusive or violent behavior toward authority personnel within the previous twelve months;
- (G) Not have been convicted of drug-related criminal activity for manufacture or production of methamphetamines on the premises of federally assisted housing; and
- (H) Not be subject to lifetime registration requirements under any State sex offender's registration program; and
- (I) Furnish evidence of citizenship or eligible immigrant status as provided for in 24 C.F.R. §5.508.

(b) A participant shall not receive a voucher at the same time as other rent supplement or housing benefits including state rent supplement payments authorized under section 356D-151, HRS.

(c) Before the authority denies or terminates assistance on the basis of a criminal record, the authority shall provide the applicant or participant with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record pursuant to section 17-2040-81 or 17-2040-82.

(d) A participant or adult family member who owes rent or other amounts to the authority at the time of application shall not be denied due to that debt. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§5.216, 982.201, 982.202, 982.307, 982.551, 982.552, 982.553; HRS §356D-13)

§17-2040-25 Notification of eligibility.

(a) An applicant shall be mailed or sent a written or electronic notification after an eligibility determination is made. The notification shall specifically state the reasons for the determination.

(b) An eligible applicant shall be placed on the waiting list.

(c) An applicant determined to be ineligible for admission or participation in the program shall be accorded an opportunity to request for an informal review as set forth in section 17-2040-81. [Eff

] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.201, 982.204, 982.554; HRS §356D-13)

§17-2040-26 Waiting list. (a) The authority shall maintain a separate waiting list for the emergency housing voucher program. This emergency housing voucher program waiting list is separate from the waiting list for housing choice voucher program and project-based voucher program.

(b) Placement on the emergency housing voucher program waiting list shall be by referral from the designated partner referral agency or determination of eligibility for a VAWA emergency transfer by the authority.

(c) The waiting list shall remain open to referrals until September 30, 2023 or until all initial program vouchers have been issued, whichever is later.

(d) Vouchers which are returned to the authority may be reissued, but must be reissued no later than September 30, 2023.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.204, 982.205, 982.206, 982.207; HRS §356D-13)

§17-2040-27 Removal from the waiting list. An applicant shall be removed from the waiting list for any one of the following reasons:

- (1) The applicant requests that applicant's name be removed;
- (2) The applicant no longer meets the eligibility criteria set forth in section 17-2040-22;
- (4) The applicant fails to respond to the authority's, the CoC's or the designated partner referral agency's reasonable contact efforts. Two written or electronic notices to the last known address shall constitute reasonable effort to contact;
- (5) The applicant fails without good cause to keep a scheduled interview or to provide requested information necessary to determine eligibility;
- (6) The applicant refuses the emergency housing voucher for housing assistance; or
- (7) The applicant misrepresents any material information to the authority on the application or otherwise. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.204; HRS §356D-13)

§17-2040-28 Opening and Closing the waiting list. (a) If a sufficient number of eligible applicants are on the waiting list and it is reasonable to determine that any additional applicants will not be served due to the lack of available or additional vouchers, the authority may close the waiting list through notification to the designated partner referral agency and posting on its website.

(b) The authority may reopen the waiting list by written notification to the designated partner

referral agencies and posting a notice on its website or through public notice.

(c) The authority shall not be required to maintain a list of individuals to notify when the waiting list is reopened.

(d) No new applicants may be referred after September 30, 2023, unless the emergency housing voucher program is extended and acceptance of additional applicants is authorized by HUD. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.206; HRS §356D-13)

§17-2040-29 Final application process - selection and certification. (a) Selection for certification and final application processing shall be from the established waiting list.

(b) Applicants shall be provided with a briefing packet containing all required materials and shall be informed of their responsibilities prior to acceptance of a voucher. A voucher shall not be issued unless the applicant or authorized representative participates in a briefing and signs the voucher.

(c) A voucher holder shall be responsible for finding a qualified dwelling unit of appropriate size prior to the expiration of the voucher.

(d) The authority shall ensure housing search assistance is made available during their initial housing search. The authority may use available emergency housing voucher funds to assist in the housing search, completion of the rental application, and completion of forms submitted to the authority.

(e) A voucher shall expire at the end of one hundred twenty days from issuance unless within that timeframe, the family submits a request for lease approval, in which case the one hundred twenty day time limit shall be suspended while the authority determines whether to approve the lease.

(f) An applicant may request an extension beyond one hundred twenty days provided there are verifiable circumstances beyond the applicant's control that hinder the applicant from locating a suitable unit. The request for extension shall be in writing and be received by the authority or postmarked no later than the last day of the voucher term. The extension request shall include an explanation for the request and a progress report on efforts made to locate a suitable unit. If an extension is granted, the authority shall recertify the applicant's eligibility and income. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§ 982.204, 982.301, 982.302, 982.303, 982.305, 982.306, 982.307; HRS §356D-13)

§17-2040-30 Annual income. The authority shall determine each applicant's and participant's annual income pursuant to 24 C.F.R. §5.609. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. § 5.609; HRS §356D-13)

§17-2040-31 Reexaminations. (a) At least once every twelve months, the authority may reexamine a family's income, composition and any other matter necessary to determine the participant's rent and eligibility for continued housing assistance.

b) If at the time of admission or reexamination, a family's income cannot be reasonably anticipated for the next twelve-month period, the authority may schedule a special reexamination at any time prior to the next annual reexamination when deemed necessary.

(c) The participant and owner or landlord shall be notified in writing by the authority of the results of any reexamination within a reasonable time. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R §982.516; HRS §356D-13)

§17-2040-32 Interim rent adjustment. (a) The authority may adjust a participant's rent between reexaminations if a participant reports a change in income.

(b) Changes in income shall be reported within ten business days of the change of income.

(c) Adjustments reflecting a lower rent shall be made effective on the first day of the month following the month the report was made. A participant who has obtained a decrease in their portion of rent under this section, shall report all income increases which occur prior to the next reexamination and rent may be readjusted accordingly.

(d) A rent adjustment shall be made between reexaminations when a participant's income increases as a result of the inclusion of additional persons with income to the family, and such adjustment shall be made effective on the first day of the second month following the inclusion.

(e) Participants are required to report all increases in earned income, including new employment, within ten business days of the date the change takes effect. When reported timely, the authority will note the information in the tenant file but will not conduct an interim reexamination. If not reported timely, an interim reexamination will be conducted.

(f) The participant and owner or landlord shall be notified in writing by the authority of the results of any reexamination within a reasonable time. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2,

§17-2040-32

§3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.516; HRS §356D-13)

§17-2040-33 Continued assistance. When one family splits into two eligible families and both families wish to continue assistance under the program, and there is no court order that specifies which family member retains the assistance under the program, the authority shall consider the following factors in determining which family will continue to receive assistance:

- (a) Whether the family has custody of the minor child or minor children or includes any disabled or elderly members. A minor child or minor children subject to a joint custody agreement but live with one parent for a cumulative period of at least one hundred eighty three days of the year shall be considered a member of that household;
- (b) Whether the family includes the family member that applied as head of household;
- (c) Whether the family excluded the responsible party for domestic violence which caused the split of the family, if applicable; and
- (d) Which family is recommended by social service agencies or qualified professionals to retain assistance, if applicable. [Eff
] (Auth: HRS §356D-13) (Imp:
American Rescue Plan Act of 2021, Pub. L.
No. 117-2, §3202, 135 Stat. 4; 42 U.S.C.
§1437f(o); HUD Notice PIH 2021-15(HA); 24
C.F.R. §982.315; HRS §356D-13)

SUBCHAPTER 3

LEASE

§17-2040-41 Request for lease approval. Upon finding a dwelling unit that an owner or landlord is willing to lease, the family shall submit a request to have the lease approved by the authority. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.305; HRS §356D-13)

§17-2040-42 Dwelling unit inspection.

(a) Prior to approving a lease, the authority shall inspect the dwelling unit within a reasonable time after receipt of the owner's or landlord's inspection request. The authority may accept the owner's or landlord's certification regarding the condition of the dwelling unit in lieu of an initial inspection, provided the landlord's self-certification takes place no later than December 31, 2021, and the unit is inspected not later than June 30, 2022.

(b) Emergency housing voucher funding may be used to expedite the inspection process.

(c) Dwelling units approved for lease in the program shall meet minimum housing quality standards. The authority may allow extensions of up to thirty days for owner or landlord repairs to initial inspections for non-life-threatening conditions up through December 31, 2021.

(d) Inspections will occur every other year, except in circumstances where the authority may determine a need for an annual inspection.

(1) If a unit does not pass an initial or annual inspection the first time;

- (2) The unit fails a quality control inspection;
or
- (3) The participant or landlord requests a special inspection between the scheduled inspection. [Eff _____] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.305, 982.401; HRS §356D-13)

§17-2040-43 Lease requirements. (a) The authority shall review the lease, particularly noting compliance with HUD regulations and state and local law. The participant also must have legal capacity to enter a lease under state and local law.

(b) The family and owner or landlord must submit a standard form lease used in the locality and that is generally used for other unassisted tenants in the premises by the owner or landlord. The terms and conditions of the lease must be consistent with state and local law. The lease must specify what utilities and appliances are to be supplied by the owner or landlord, and what utilities and appliances are to be supplied by the family. The HUD prescribed-tenancy addendum must be included in the lease attached to the lease before the lease is executed. The HUD-prescribed tenancy addendum is incorporated by reference and attached as Exhibit E. [Eff _____] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.308; HRS §356D-13)

§17-2040-44 Lease approval. (a) If the authority determines that a dwelling unit is suitable for the program and the lease meets the requirements of the program, the owner or landlord and family shall

be notified, and the lease may be executed by the family and the owner or landlord.

(b) The initial lease shall be for at least one year.

(c) If the authority determines that a lease cannot be approved for any reason, the owner or landlord and family shall be notified in writing.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.308, 982.309; HRS §356D-13)

SUBCHAPTER 4

HOUSING ASSISTANCE PAYMENTS AND RENT

§17-2040-51 Housing assistance payments. The authority shall make housing assistance payments to the owner or landlord on behalf of a participant by executing a HAP contract between the owner and landlord and the authority. Housing assistance payments may only be paid to the owner or landlord during the lease term and while the family is residing the dwelling unit. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.311; HRS §356D-13)

§17-2040-52 Contract rent to owner or landlord.

(a) The contract rent to the owner or landlord for a dwelling unit in the program shall be determined on a case-by-case basis by the authority. The authority will only approve of the contract rent to the owner or landlord if the rent is a reasonable rent. The determination of whether the rent to the owner or landlord is a reasonable rent in comparison to rent for other comparable unassisted units in the housing market is based on the following considerations:

- (1) The location, quality, size, unit type and age of the dwelling unit; and
- (2) Any amenities, housing services, maintenance and utilities to be provided by the owner or landlord in accordance with the lease.

(a) The contract rent to the owner or landlord may be adjusted after the end of the initial lease term at the request of the owner or landlord.

(b) The contract rent increase will go into effect on the first of the month following the sixty

day period after the owner or landlord notifies the authority of the rent change or on the date specified by the owner or landlord, whichever is later, provided the change in the amount of rent meets the rent reasonableness requirements in 24 C.F.R. §982.503.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§ 982.308, 982.507; HRS §356D-13)

§17-2040-53 Total tenant payment. (a) The authority shall compute the total tenant payment.

(b) There shall be an established minimum rent of \$0.00 per month. Exception to the application of the minimum monthly rental amount shall apply if the family is unable to pay because of financial hardship which is determined pursuant to 24 C.F.R. §5.630 (2000) and includes the following situations:

- (1) The family has lost eligibility or is awaiting an eligibility determination for federal, state, or local assistance;
- (2) The family would be evicted as a result of the imposition of the minimum rent requirement;
- (3) The income of the family has decreased because of changed circumstances, including:
 - (A) Loss of employment;
 - (B) An income producing family member dies; and
 - (C) Other circumstances beyond the family's control as determined by the authority.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§5.628, 5.630; HRS §356D-13)

§17-2040-54 Payment standard. (a) The maximum monthly subsidy payment for a family before deducting the family contribution is set by the authority between ninety per cent and one hundred ten per cent of the HUD determined small area fair market rent and varies by zip code. The small area fair market rent, which includes utilities and is established for dwelling units of various bedroom sizes, is determined by HUD and is set forth in Exhibit F. The authority may establish a payment standard amount that is higher or lower than the basic range subject to HUD approval.

(b) The authority may approve a higher payment standard within the basic range to reasonably accommodate a family that includes a person with disabilities and the disabled individual requires an accommodation.

(c) The authority may choose to establish a higher payment standard in order to increase the potential pool of available units for participant families for a unit size at any level between ninety percent and one hundred twenty percent of the published fair market rent for that unit size, without HUD approval.

(d) Requests for a higher payment standard above 120 percent of the published fair market rent may be made as a reasonable accommodation for a family that includes a person with disabilities and requires a payment standard above the basic range and HUD approves the request. [Eff _____] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.505; HRS §356D-13)

§17-2040-55 Holding fees. (a) The authority may cover all of the holding fee for a dwelling unit where the fee is required by the owner or landlord after a tenant's application has been accepted but before the lease is executed.

(b) Payment for these expenses is subject to the availability and allotment of designated funds. [Eff] (Auth: HRS §§356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); HRS §356D-13)

§17-2040-56 Security deposits. (a) The participant shall be responsible for the payment of a security and utility deposit.

(b) The authority may pay up to the full amount of the security deposit for initial move ins, if the amount has not yet been paid, and upon the availability of emergency housing voucher funding.

(c) Payment for these expenses is also subject to the availability and allotment of designated funds. [Eff] (Auth: HRS §§356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.313; HRS §356D-13)

§17-2040-57 Utility assistance. (a) The participant shall be responsible for the payment of a utility deposit.

(b) The authority may provide assistance to the participant during the initial lease up process for utility arrears up to \$200 to facilitate leasing, provided the authority verifies the family pays the utilities. This may include balances with gas, electric, water, or sewer.

(c) Payment for these expenses is subject to the availability and allotment of designated funds. [Eff] (Auth: HRS §§356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); HRS §356D-13)

§17-2040-58 Owner or landlord responsibilities.

(a) A request for tenancy approval must be completed by the owner or landlord and reviewed for approval by the authority.

(b) The owner or landlord shall certify their relationship status with the participant family and indicate if the owner is a parent, child, grandparent, grandchild, sister or brother of any member of the participant family.

(c) The owner or landlord must provide a valid taxpayer identification number.

(d) The owner or landlord must accept direct deposit of housing assistance payments by the authority.

(e) The owner or landlord shall be responsible for reporting violations of the participant's lease to the CoC or the authority. The owner or landlord shall be responsible to report failure of the participant to pay rent or eviction of participants to the authority.

[Eff] (Auth: HRS §§356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); HRS §356D-13)

§17-2040-59 Ownership change. (a) A change in ownership of a dwelling unit under a HAP contract does not require execution of a new contract or lease. The authority may approve the assignment of the HAP contract at the previous owner's request.

(b) The owner who is selling the dwelling unit shall provide written notice to the authority at least thirty days prior to the sale closing.

(c) The new owner shall provide documents to verify the sale and other information requested by the authority.

(d) Housing assistance payments to the owner who is selling the dwelling unit shall be suspended effective the first of the month following the receipt of the notification of the sale of the dwelling unit and when the assignment of the HAP contract to the new

owner is approved by the authority. [Eff
] (Auth: HRS §356D-13) (Imp: American Rescue
Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat.
4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24
C.F.R. §§982.305, 982.306; HRS §356D-13)

SUBCHAPTER 5

OPERATIONS

§17-2040-71 Inspections. (a) The authority shall biennially inspect or cause to be inspected each dwelling unit leased to a participant of the program utilizing inspection standards required by HUD.

(b) The authority may conduct special inspections upon notification by the participant or owner or landlord that the unit does not meet housing quality standards or based on information from third parties such as neighbors or public officials.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.405; HRS §356D-13)

§17-2040-72 Overcrowded or under occupied units.

A participant shall be issued a new voucher if the authority determines that the dwelling unit does not meet the authority's occupancy standards.

[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §982.403; HRS §356D-13)

§17-2040-73 Portability. (a) An applicant may elect to port their voucher to another jurisdiction immediately upon acceptance into the program, regardless of prior residency.

(b) The authority shall not absorb a family under portability assistance into its program unless there are emergency housing vouchers available.

(c) The applicant family will have access to emergency housing voucher assistance even if the authority does not absorb the family.

(d) The initial PHA will inform the applicant family at the briefing how portability may affect the special program services and assistance that may be available to the family.

(e) The initial PHA shall help facilitate the participant family's portability move and shall inform the family of this assistance in writing. If the portability is associated with the initial lease-up, the authority shall consult and coordinate on the program services and assistance available to the family with the receiving PHA.

(f) The initial PHA must promptly reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the family.

(g) The initial PHA must promptly reimburse the receiving PHA for the lesser of eighty percent of the initial PHA's emergency housing vouchers ongoing administrative fees or one hundred percent of the receiving PHAs ongoing administrative fee, or the receiving PHAs emergency housing voucher ongoing administrative fees if the receiving PHA administers the program. If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

(h) The amount of service fees provided may not exceed the lesser of the actual cost of the services and assistance provided to the family by the receiving PHA or \$1750, unless the initial PHA and receiving PHA mutually agree to change the cap.

(i) If the portability lease up qualifies for the placement fee or issuance reporting fee, the receiving PHA receives the full amount of the placement component of the placement or issuing reporting fee. The receiving PHA is eligible for the placement fee regardless of whether the receiving PHA bills or absorbs the family into its program at initial lease-up.[Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o);

§17-2040-73

HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.353, 982.354, 982.355; HRS §356D-13)

§17-2040-74 Transfers. (a) A family may terminate its lease with the landlord at any time after the first twelve months as provided by the lease and gives notice of lease termination to the owner or landlord. The family shall provide a copy of the notice of lease termination to the authority.

(b) The authority shall deny permission to move if:

- (1) There are insufficient program funds for continued assistance;
- (2) The participant has violated a family obligation listed on the voucher;
- (3) The participant owes the authority money; or
- (4) The participant has moved or has been issued a voucher within the last twelve months.

[Eff _____] (Auth: HRS §356D-13)
(Imp: American Rescue Plan Act of 2021,
Pub. L. No. 117-2, §3202, 135 Stat. 4; 42
U.S.C. §1437f(o); HUD Notice PIH 2021-
15(HA); 24 C.F.R. §§982.352, 982.552; HRS
§356D-13)

§17-2040-75 Eviction - termination of tenancy by owner or landlord. (a) If the owner or landlord want to terminate the lease, the owner or landlord is required to provide valid notice to the tenant as provided in the lease and the Hawaii Residential Landlord-Tenant Code, HRS Chapter 521. The owner or landlord shall comply with termination of lease requirements set forth in the Hawaii Residential Landlord-Tenant Code.

(b) During the term of the lease the owner or landlord may only evict for:

- (1) Serious or repeated violations of the lease, including but not limited to failure to pay

- rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease;
- (2) Violations of federal, state or local law that impose obligations on the tenant in connection with the occupancy or use of the premises, such as failure to comply with all obligations, restrictions, whether demonstrated by the landlord as rules or otherwise, which are in accordance with section 521-52, Hawaii Revised Statutes, and which the landlord can demonstrate are reasonably necessary for the preservation of the property or protection of the persons of the landlord, other tenants, or any other person;
 - (3) 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 or any drug-related criminal activity on or near the premises; or
 - (4) Other good cause.

(c) During the initial term of the lease, the owner or landlord may not terminate the tenancy for "other good cause" unless the owner or landlord is terminating the tenancy because of something the family did or failed to do.

(d) The owner or landlord shall provide the tenant a written notice specifying the grounds for termination of tenancy pursuant to chapter 521, Hawaii Revised Statutes, before the commencement of the eviction action. The notice of grounds (24 C.F.R. §982.310(e)(1)(ii)) may be included in, or may be combined with, any owner or landlord eviction notice to the tenant. The owner or landlord 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.

(e) Housing assistance payments are paid to the owner or landlord under the terms of the HAP contract. If the owner or landlord has begun eviction proceedings and the family continues to reside in the unit, the authority shall continue to make housing assistance payments to the owner or landlord until the owner or landlord has obtained a court judgment or other process allowing the owner or landlord to evict the tenant. The authority may continue housing assistance payments until the family moves or is evicted from the unit. If the action is finalized in court, the owner or landlord must provide the authority with the documentation, including notice of the date of physical eviction.

(f) The authority shall continue making housing assistance payments to the owner or landlord in accordance with the contract as long as the tenant continues to occupy the unit in accordance with the terms of the lease. By accepting the monthly deposit from the authority, the owner or landlord certifies that the tenant is still in the unit, and that the rent is reasonable and in compliance with the contract.

(g) If an eviction is not due to a serious or repeated violation of the lease, and if the authority has no other grounds for termination of assistance, the authority may issue a new voucher so that the family can move with continued assistance.

(h) The family is not responsible for payment of the portion of the rent to owner or landlord covered by the housing assistance payment under HAP contract between the owner or landlord and the authority. The authority's failure to pay the housing assistance payment to the owner or landlord is not a violation of the lease between the tenant and the owner or landlord. During the term of the lease, the owner or landlord may not terminate the tenancy of the family for nonpayment of the authority's housing assistance payment. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD

Notice PIH 2021-15(HA); 24 C.F.R. §§982.310, 982.455;
HRS §356D-13)

§17-2040-76 Termination of participation.

(a) The authority shall terminate a family's participation in the program when:

- (1) The family has been evicted from housing assistance under the program for serious violation of the lease;
- (2) Any member of the family fails to sign and submit consent forms for obtaining information in accordance with the program;
- (3) The family does not submit required evidence of citizenship or eligible immigration status; or
- (4) Any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 C.F.R. §5.612.

(b) The authority may terminate a family's participation in the program when:

- (1) The family fails to fulfill their obligations under the program;
- (2) Any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- (3) The family is under contract and one hundred and eighty days have elapsed since the last housing assistance payment was made;
- (4) The family has not reimbursed any public housing agency for amounts paid to an owner or landlord under a HAP contract on behalf of the family for rent, damages to the unit, or other amounts owed by the family under the lease;
- (5) The family breaches an agreement with the authority to pay amounts owed to the

- authority, or amounts paid to an owner or landlord by the authority;
- (6) Any member of the family has engaged in or threatened abusive or violent behavior toward the authority's personnel. Threatened means an oral or written threat or physical gestures that communicate an intent to abuse or commit violence. Abusive or violent behavior may be verbal or physical and include use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate;
- (7) Any member of the family has engaged in any drug-related criminal activity or violent criminal activity. For the purpose of this subsection, "violent criminal activity" means any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another;
- (8) Any member of the family is illegally using a controlled substance or whose illegal use or pattern of abuse of a controlled substance, or whose abuse of alcohol or pattern of abuse of alcohol is determined by the authority to interfere with the health, safety, or right to peaceful enjoyment of a rental premises by other residents. In determining whether to terminate assistance based on a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol by a household member, the authority may consider rehabilitation as provided for under 42 U.S.C. §13661(b)(2)(A)-(C);
- (9) A family participating in the family self-sufficiency program fails to comply, without good cause, with the family's family self-sufficiency contract of participation; or

(10) Welfare-to-work family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program.

(c) The authority may implement a lottery system to terminate a family's participation in the program if the authority must terminate housing assistance payment contracts due to insufficient funds. Families will be randomly chosen to be terminated from the emergency housing voucher program.

(d) A participant found to be ineligible for continued participation in the program shall be notified in writing by the authority and be accorded an opportunity to request an informal hearing as set forth in these rules. Such notice shall state the reasons for the authority's determination and that the participant has the opportunity to request an informal hearing. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§982.551, 982.552, 982.553; HRS §356D-13)

SUBCHAPTER 6

INFORMAL REVIEWS

§17-2040-81 Informal review process for applicants. (a) An applicant who has been denied assistance by the authority shall have an opportunity for an informal review pursuant to 24 C.F.R. §982.554.

(b) The applicant shall provide the authority with a written request for an informal review within fifteen days from the date of the authority's notification of denial of assistance.

(c) The informal review shall be scheduled within fifteen days from the date the written request is received by the authority and shall be conducted by any person or persons designated by the authority, but shall not be a person who made or approved the decision under review or a subordinate of this person.

(d) The applicant shall be given the opportunity to present oral or written objections to the authority's denial of assistance. Both the authority and the applicant may present evidence and witnesses. The applicant may be assisted by an attorney or other representative at his or her own expense.

(e) The informal review may be conducted by mail, video conference or telephone if acceptable to both parties.

(f) A written notice of the review of findings shall be provided to the applicant within thirty days after the review. The notice shall include the decision of the hearing officer and an explanation of the reasons for decision.

(g) An applicant who is denied assistance for citizen or immigrant status shall have an opportunity for an informal hearing pursuant to 24 C.F.R. §5.514. [Eff] (Auth: HRS §356D-13) (Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice

PIH 2021-15(HA); 24 C.F.R. §§982.54(d)(12), 982.554;
HRS §356D-13)

§17-2040-82 Informal hearing process for participants. (a) The authority shall give a participant an opportunity for an informal hearing to consider whether the following authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and the authority's administrative rules:

- (1) A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
- (2) A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the authority's utility allowance schedule;
- (3) A determination of the family unit size under the authority's subsidy standards;
- (4) A determination to terminate assistance for a participant family because of the family's action or failure to act; or
- (5) A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted.

(b) The opportunity for informal hearing shall be provided to participants prior to the termination of assistance.

(c) The participant shall provide the authority with a request for an informal hearing within fifteen days after the authority issues its notice of determination to the family.

(d) The informal hearing shall be scheduled within fifteen days from the date the family's written request for an informal hearing is received and shall be conducted by any person or persons designated by the authority, but shall not be a person who made or approved the decision under review or a subordinate of this person.

(e) Prior to the informal hearing:

- (1) The participant shall be given the opportunity to examine any authority documents that are directly relevant to the hearing. The participant may copy any relevant document at the participant's expense; and
- (2) The authority shall be given the opportunity to examine any family documents that are directly relevant to the hearing. The authority may copy any relevant document at the authority's expense.

(f) The participant and the authority shall be given the opportunity to present evidence and may question witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

(g) The participant may be assisted by an attorney or other representative at the participant's expense.

(h) A written notice of the findings of the hearing officer shall be provided to the authority and participant within ten days upon conclusion of the informal hearing. The notice shall include:

- (1) A summary of the decision and reasons for the decision;
- (2) The amount owed and documentation of the calculation of monies owed and
- (3) The effective date of the decision.

(i) The authority shall not be bound by the decision of the hearing officer that:

- (1) Concerns matters in which the authority is not required to provide an opportunity for a hearing or that otherwise exceeds the authority of the hearing; or
- (2) Is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

(j) If the authority determines that it is not bound by a decision of the hearing officer, the authority shall send a letter to the participant

within thirty days of its determination. The letter shall state the reasons for the determination.

(k) A participant who is determined to be ineligible for assistance due to citizen or immigration status shall have an opportunity for an informal hearing pursuant to 24 C.F.R. §5.514.

[Eff] (Auth: HRS §§91, 356D-13)
(Imp: American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA); 24 C.F.R. §§5.514, 982.54(d)(13), 982.555; HRS §356D-13)

SUBCHAPTER 7

LANDLORD INCENTIVE PROGRAM

§17-2040-91 Landlord incentive program. (a)

The authority may establish programs to incentivize landlords to participate in the emergency housing voucher program by providing financial protection and assistance for the landlord. Operation of the program is subject to the availability and allotment of designated funds.

(b) All landlords entering into a housing assistance payment contract with the authority under this program shall be eligible for landlord incentives. These incentives include:

- (1) Assistance should the applicant's dwelling unit not pass the initial housing quality standard inspection for non-life-threatening conditions; and
- (2) Assistance for tenant caused damages above the cost of the security deposit.

[Eff] (Auth: HRS §356D-13, SLH 2019, Act 215, §1) (Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

§17-2040-92 Inspection incentives.

(a) All landlords entering into a housing assistance payment contract are eligible for landlord incentive should the applicant's dwelling unit not pass the initial housing quality standards inspection for non-life-threatening conditions.

(b) Landlords shall be eligible to receive up to \$500 in the form of a gift card to a local hardware store to be used to off-set the cost to correct non-life-threatening deficiencies in the applicant's

dwelling unit that are identified by the authority's inspection.

(c) Initial inspection landlord incentive payments shall not apply to the following:

- (1) Upgrade of deficient items beyond a reasonable level required to pass inspection;
- (2) Non-inspection related items in or around the dwelling unit's property or inspection items not cited as deficient; or
- (3) Installation of features not in the dwelling unit prior to inspection.

(d) Landlords shall be required to correct the noted inspection errors within the HUD allotted time period.

(e) The authority shall determine the amount of emergency incentive a landlord can request, based on the authority's inspection of the applicant's dwelling unit.

(f) Eligibility and the amount of emergency incentive provided shall be contingent on available funding. [Eff] (Auth: HRS §356D-13, SLH 2019, Act 215, §1) (Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

§17-2040-93 Landlord reimbursement eligibility.

A landlord is eligible to participate in the landlord reimbursement incentive program provided the landlord submits a claim to the authority within thirty calendar days of the tenant vacating the dwelling unit. [Eff] (Auth: HRS §356D-13, SLH 2019, Act 215, §1) (Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

§17-2040-94 Eligible expenses. (a) After the tenant has vacated the dwelling unit, the authority may reimburse the landlord up to \$1,000 for verified costs to repair the tenant-caused property damage provided such costs exceed the security deposit.

(b) The authority may reduce the maximum possible reimbursement, suspend, or terminate the landlord incentive program based on the amount of funding available for this program.

(c) Eligible repairs shall be only those repairs necessary to bring the dwelling unit back to the same or similar condition as documented at the time the tenant moved into the unit. No reimbursements shall be made for amenities that did not exist prior to the tenant's move in date.

(d) These funds are in addition to any amounts which are first deducted from the participant's security deposit, as appropriate. [Eff

] (Auth: HRS §356D-13, SLH 2019, Act 215, §1)
(Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

§17-2040-95 Submitting a claim. (a) A landlord must submit a claim to the authority within thirty days following the date the tenant vacates the dwelling unit.

(b) A claim must include the following documentation:

- (1) Verification of initial security deposit received, including itemized deduction of costs for previous repairs, if any.
- (2) Statement reflecting tenant-caused damages, including a description of the damage;
- (3) Walk through check-list and time dated photographs taken at the time the tenant moved into the dwelling unit;
- (4) Walk through checklist and time dated photographs taken at the time the tenant vacated the dwelling unit;

- (5) Receipts, invoices, or other documentation that shows nature, extent, and cost of repairs; and
- (6) Statement by the landlord certifying that all damages to be reimbursed by the authority were caused by the tenant and are not the result of previously unrepaired dwelling unit deficiencies or normal wear and tear.

(c) Claims that exceed \$1,000 shall include an estimate from a licensed contractor setting forth the costs to repair the tenant-caused damages to the dwelling unit. If the landlord performs the repairs, the authority may provide reimbursements for only the materials used to repair the dwelling unit.

[Eff] (Auth: HRS §356D-13, SLH 2019, Act 215, §1) (Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

§17-2040-96 Claim review and approval.

(a) The authority shall review all claims submitted by landlord on a case-by-case basis.

(b) Claims that exceed the security deposit but are \$500 or less may require an inspection of damages to the dwelling unit by the authority.

(c) For claims that exceed the security deposit and are in excess of \$500:

- (1) The authority shall schedule an inspection of the dwelling unit with the landlord to inspect reported damages and confirm the estimated cost of repairs;
- (2) The landlord shall schedule a follow-up inspection by the authority to show completion of the repairs and adherence to housing quality standards; and
- (3) The landlord must submit to the authority the final invoices to repair the dwelling unit within thirty days of completion of the

work. Invoices must be submitted before a claim determination will be made.

(a) The authority shall provide the landlord with a copy of the inspection report.

(b) If the landlord requesting reimbursement has either not completed the repairs or has not followed up with the authority regarding the status of repairs within 90 days of submitting the claim, the claim will be denied.

(c) A claim or portion of a claim that cannot be verified by documentation or inspection will be denied.

(d) A claim that is completed and approved by the authority shall be paid within 30 days of approval. [Eff] (Auth: HRS §356D-13, SLH 2019, Act 215, §1) (Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

§17-2040-97 Continued tenant participation.

Following claim approval, the landlord shall allow applicants an opportunity to apply for the dwelling unit by first advertising the unit vacancy with the authority for a minimum of seven days before advertising the dwelling unit to the public. [Eff] (Auth: HRS §356D-13, SLH 2019, Act 215, §1) (Imp: SLH 2019, Act 215, §1; American Rescue Plan Act of 2021, Pub. L. No. 117-2, §3202, 135 Stat. 4; 42 U.S.C. §1437f(o); HUD Notice PIH 2021-15(HA))

SUBCHAPTER 8

MISCELLANEOUS PROVISIONS

§17-2040-101 Severability. If any part, section, sentence, clause, or phrase of this chapter, of its application to any person or transaction of other circumstances is for any reason held to be unconstitutional or invalid, the remaining parts, sections, sentences, clauses, and phrases of this chapter, or the application of this chapter to other persons or transactions or circumstances shall not be affected. [Eff:] (Auth: HRS §356D-13) (Imp: HRS §356D-13)

§17-2040-102 Number. The use of all words used in the singular shall extend to and include the plural. [Eff:] (Auth: HRS §356D-13) (Imp: HRS §1-17)

DEPARTMENT OF HUMAN SERVICES

The adoption of Chapter 17-2040, Hawaii Administrative Rules, on the Summary page dated _____, 2021, was adopted on _____, following hearings held on _____, on Oahu after public notice was given in the Honolulu Star-Advertiser on _____.

The adoption shall take effect ten days after filing with the Office of the Lieutenant Governor.

Robert J. Hall
Board of Directors
Hawaii Public Housing
Authority

David Y. Ige
Governor
State of Hawaii

Dated: _____

APPROVED AS TO FORM:

Deputy Attorney General

Filed: _____

EXHIBIT A

INCOME LIMITS

Income Limits for Admission
(Effective June 1, 2021)

City and County of Honolulu

Income Level	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
Low Income	\$67,700	\$77,350	\$87,000	\$96,650	\$104,400	\$112,150	\$119,850	\$127,600
Very Low Income	\$42,300	\$48,350	\$54,400	\$60,400	\$65,250	\$70,100	\$74,900	\$79,750
Extremely Low Income	\$25,400	\$29,000	\$32,650	\$36,250	\$39,150	\$42,050	\$46,140	\$51,360

EXHIBIT B

SUBSIDY STANDARDS

In determining the appropriate dwelling unit size to be entered on the voucher, the following criteria shall be applied:

1. The smallest unit suitable for the family size shall be assigned.
2. Each bedroom shall be occupied by at least one person and no more than two persons shall be assigned to a bedroom.
3. Every member of the family, regardless of age, shall be counted as a person; except that a child not yet born by a pregnant household member shall not be counted as a person in determining unit size.
4. Persons of the opposite sex (other than spouses) over the age of three, and unrelated adults shall be allocated separate bedrooms;
5. A live-in aide shall be provided a separate bedroom; however, no additional bedrooms shall be provided for a live-in aide's family.
6. Exceptions are allowed for verifiable health and safety reasons.

Application of the above criteria results in the following subsidy standards:

Voucher Size	Minimum Number of Persons in Household	Maximum Number of Persons in Household
0	1	1
1	1*	2
2	2	4
3	4	6
4	6	8
5	8	10

EXHIBIT B

*A voucher for a 1 bedroom unit would be issued to a single person household only when there are no (0/studio) bedroom dwellings available in the area.

In the inspection of a unit before leasing, the unit must meet the Occupancy Standards set by the respective county. See Exhibit C, "HPHA OCCUPANCY STANDARDS", which shall be incorporated as part of this subsection.

EXHIBIT C

HPHA OCCUPANCY STANDARDS

Building Code Guidelines for Determining Occupancy

I. City and County of Honolulu (Oahu)

A. One (1) or more bedrooms

1. Living Room (minimum size is 120 sq. ft.)
Measure living room area (do not include kitchen area, but may include dining space if in one area)
1st 70 sq. ft. 2 persons
each additional 50 sq. ft. 1 person per 50 sq. ft.

2. Bedrooms

- Measure bedroom area (do not include closet, halls, bathrooms)
- | | |
|----------------------------|-------------------------|
| 1st 70 sq. ft. | 2 persons |
| each additional 50 sq. ft. | 1 person per 50 sq. ft. |

B. Efficiency Units (Studios)

- Measure living room area (do not include kitchen area, but may include dining space if in one area)
- | | |
|-----------------------------|--------------------------|
| 1st 220 sq. ft. | 2 persons |
| each additional 100 sq. ft. | 1 person per 100 sq. ft. |

II. County of Maui (Maui, Lanai and Molokai)

A. One (1) or more bedrooms

1. Living Room - Cannot be used as a sleeping area
2. Bedrooms
Measure bedroom area (do not include closet, halls, bathrooms)
1st 70 sq. ft. 2 persons
each additional 50 sq. ft. 1 person per 50 sq. ft.

EXHIBIT C

- A. Efficiency Units (studios)
Measure living room area (do not include kitchen area, but may include dining space if in one area)
- | | |
|-----------------------------|--------------------------|
| 1st 70 sq. ft. | 2 persons |
| each additional 100 sq. ft. | 1 person per 100 sq. ft. |

III. County of Kauai

- A. One (1) or more bedrooms
1. Living Room - Cannot be used as a sleeping area
 2. Bedroom #1
Measure bedroom area (do not include closet, halls, bathrooms)
- | | |
|----------------------------|-------------------------|
| 1st 120 sq. ft. | 2 persons |
| each additional 50 sq. ft. | 1 person per 50 sq. ft. |
3. Bedroom #2
Measure bedroom area (do not include closet, halls, bathrooms)
- | | |
|----------------------------|-------------------------|
| 1st 70 sq. ft. | 2 persons |
| each additional 50 sq. ft. | 1 person per 50 sq. ft. |
4. Bedroom #3 and on
Measure bedroom area (do not include closet, halls, bathrooms)
- | | |
|----------------------------|-------------------------|
| 1st 80 sq. ft. | 2 persons |
| each additional 50 sq. ft. | 1 person per 50 sq. ft. |
- B. Efficiency Units (studios)
Measure living room area (do not include kitchen area, but may include dining space if in one area)
- | | |
|-----------------------------|--------------------------|
| 1st 70 sq. ft. | 2 persons |
| each additional 100 sq. ft. | 1 person per 100 sq. ft. |

EXHIBIT C

IV. County of Hawaii

- A. One (1) or more bedrooms (Housing Code states that overcrowding is prohibited)
1. Living Room - (must be 120 sq. ft. minimum)
 2. Bedroom #1 - (must be 120 sq. ft. minimum)
 3. Bedroom #2 - (must be 80 sq. ft. minimum)
- B. Efficiency Units (studios)
Measure living room area (do not include kitchen area, but may include dining space if in one area)
- | | |
|-----------------------------|--------------------------|
| 1st 70 sq. ft. | 2 persons |
| each additional 100 sq. ft. | 1 person per 100 sq. ft. |

EXHIBIT D

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0189
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Unit Type			Date (mm/dd/yyyy)		
Hawaii Public Housing Authority		Highrise/Lowrise/Duplex/Townhouse			07/01/2021		
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas						
	b. Bottle Gas						
	c. Oil / Electric						
	d. Coal / Other						
Cooking	a. Natural Gas	18	18	30	38	47	53
	b. Bottle Gas						
	c. Oil / Electric	17	20	30	39	48	57
	d. Coal / Other						
Other Electric		65	77	108	138	168	199
Air Conditioning							
Water Heating	a. Natural Gas	26	38	53	71	89	106
	b. Bottle Gas						
	c. Oil/ Electric	37	43	56	74	80	92
	(Solar) d. Coal / Other	4	9	13	22	31	40
Water		26	26	36	41	49	56
Sewer		70	71	78	85	92	98
Trash Collection							
Range/Microwave		11	11	11	11	11	11
Refrigerator		12	12	12	12	12	12
Other -Specify: Monthly Charge		To be added one time per utility type					
Electric Charge		13	13	13	13	13	13
Natural Gas Charge		10	10	10	10	10	10

Actual Family Allowances To be used by the family to compute allowance.

Complete below for the actual unit rented.

Name of Family

Address of Unit **Apply to all initials and transfers issuance effective 1/1/2021.**
Apply to 01/01/2021 annual re-certifications.

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Tier 1	\$2000	\$2220	\$2920	\$4220	\$5150	\$5900	\$6700
Tier 2	\$1782	\$1980	\$2600	\$3740	\$4570	\$5250	\$5940
Tier 3	\$1620	\$1810	\$2390	\$3430	\$4180	\$4810	\$5440
Tier 4	\$1540	\$1710	\$2250	\$3250	\$3938	\$4529	\$5119
Tier 5	\$1419	\$1562	\$2046	\$2926	\$3542	\$4073	\$4605
Tier 6	\$1111	\$1220	\$1606	\$2299	\$2783	\$3201	\$3618

Number of Bedrooms

Utility or Service	per month cost
Heating	\$
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
Total	\$

EXHIBIT D

Allowances for Tenant-Furnished Utilities and Other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

See Public Reporting Statement and Instructions on back

Locality		Hawaii Public Housing Authority				Unit Type	Single Family	Date (mm/dd/yyyy)	07/01/2021																																																								
Utility or Service		Monthly Dollar Allowances																																																															
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR																																																										
Heating	a. Natural Gas																																																																
	b. Bottle Gas																																																																
	c. Oil / Electric																																																																
	d. Coal / Other																																																																
Cooking	a. Natural Gas	18	18	33	38	47	53																																																										
	b. Bottle Gas																																																																
	c. Oil / Electric	17	20	30	39	48	57																																																										
	d. Coal / Other																																																																
Other Electric	97	114	158	204	249	295																																																											
Air Conditioning																																																																	
Water Heating	a. Natural Gas	41	47	71	83	106	129																																																										
	b. Bottle Gas																																																																
	c. Oil / Electric	46	54	69	85	99	123																																																										
	(Solar) d. Coal / Other	4	9	13	22	31	40																																																										
Water	28	28	36	45	52	60																																																											
Sewer	87	91	101	110	119	128																																																											
Trash Collection																																																																	
Range/Microwave	11	11	11	11	11	11																																																											
Refrigerator	12	12	12	12	12	12																																																											
Other –Specify: Monthly Charge	To be added one time per utility type																																																																
Electric Charge	13	13	13	13	13	13																																																											
Natural Gas charge	10	10	10	10	10	10																																																											
Actual Family Allowances To be used by the family to compute allowance.								Utility or Service	per month cost																																																								
Complete below for the actual unit rented.								Heating	\$																																																								
Name of Family								Cooking																																																									
								Other Electric																																																									
Address of Unit Apply to all initials and transfers issuance effective 1/1/2021. Apply to 01/01/2021 annual re-certifications.								Air Conditioning																																																									
								Water Heating																																																									
<table border="1"> <tr> <td></td> <td>0 BR</td> <td>1 BR</td> <td>2 BR</td> <td>3 BR</td> <td>4 BR</td> <td>5 BR</td> <td>6 BR</td> </tr> <tr> <td>Tier 1</td> <td>\$2000</td> <td>\$2220</td> <td>\$2920</td> <td>\$4220</td> <td>\$5150</td> <td>\$5900</td> <td>\$6700</td> </tr> <tr> <td>Tier 2</td> <td>\$1782</td> <td>\$1980</td> <td>\$2600</td> <td>\$3740</td> <td>\$4570</td> <td>\$5250</td> <td>\$5940</td> </tr> <tr> <td>Tier 3</td> <td>\$1620</td> <td>\$1810</td> <td>\$2390</td> <td>\$3430</td> <td>\$4180</td> <td>\$4810</td> <td>\$5440</td> </tr> <tr> <td>Tier 4</td> <td>\$1540</td> <td>\$1710</td> <td>\$2250</td> <td>\$3250</td> <td>\$3938</td> <td>\$4529</td> <td>\$5119</td> </tr> <tr> <td>Tier 5</td> <td>\$1419</td> <td>\$1562</td> <td>\$2046</td> <td>\$2926</td> <td>\$3542</td> <td>\$4073</td> <td>\$4605</td> </tr> <tr> <td>Tier 6</td> <td>\$1111</td> <td>\$1220</td> <td>\$1606</td> <td>\$2299</td> <td>\$2783</td> <td>\$3201</td> <td>\$3618</td> </tr> </table>									0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	Tier 1	\$2000	\$2220	\$2920	\$4220	\$5150	\$5900	\$6700	Tier 2	\$1782	\$1980	\$2600	\$3740	\$4570	\$5250	\$5940	Tier 3	\$1620	\$1810	\$2390	\$3430	\$4180	\$4810	\$5440	Tier 4	\$1540	\$1710	\$2250	\$3250	\$3938	\$4529	\$5119	Tier 5	\$1419	\$1562	\$2046	\$2926	\$3542	\$4073	\$4605	Tier 6	\$1111	\$1220	\$1606	\$2299	\$2783	\$3201	\$3618	Sewer	
									0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR																																																		
Tier 1	\$2000	\$2220	\$2920	\$4220	\$5150	\$5900	\$6700																																																										
Tier 2	\$1782	\$1980	\$2600	\$3740	\$4570	\$5250	\$5940																																																										
Tier 3	\$1620	\$1810	\$2390	\$3430	\$4180	\$4810	\$5440																																																										
Tier 4	\$1540	\$1710	\$2250	\$3250	\$3938	\$4529	\$5119																																																										
Tier 5	\$1419	\$1562	\$2046	\$2926	\$3542	\$4073	\$4605																																																										
Tier 6	\$1111	\$1220	\$1606	\$2299	\$2783	\$3201	\$3618																																																										
Number of Bedrooms								Trash Collection																																																									
								Range/Microwave																																																									
								Refrigerator																																																									
								Other																																																									
								Total	\$																																																								

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
 (To be attached to Tenant Lease)

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

OMB Approval No. 2577-0169
 exp. 7/31/2022

The Tenancy Addendum is part of the HAP contract and lease. Public reporting burden for this collection of information is estimated to average 0.5 hours. This includes the time for collection, reviewing and reporting the data. The information is being collected as required by 24 CFR 982.451 which in part states the PHA must pay the housing assistance payment promptly. This agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless there is a valid OMB number. Assurances of confidentiality are not provided under this section.

HUD is committed to protecting the privacy of an individual's information stored electronically or in paper form in accordance with federal privacy laws, guidance and best practices. HUD expects its third-party business partners including Public Housing Authorities who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation 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 unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

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

a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.

b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.

c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.

e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).

f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**

(1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).

(2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).

(3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).

g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property (including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. **Actual and Imminent Threats:**

(1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).

(2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant’s Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may “bifurcate” the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- l. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354.
- n. **Confidentiality.**
- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
 - (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

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

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

EXHIBIT F

PAYMENT STANDARDS BASED ON
SMALL AREA FAIR MARKET RENTS

Effective January 1, 2021

TIER	ZIP CODES				BEDROOM SIZE								
					0	1	2	3	4	5	6	7	8
Tier 1	96821	96825			\$2,000	\$2,220	\$2,920	\$4,220	\$5,150	\$5,900	\$6,700	\$7,450	\$8,250
Tier 2	96706 96853	96734 96860	96815	96818	\$1,782	\$1,980	\$2,600	\$3,740	\$4,570	\$5,250	\$5,940	\$6,630	\$7,300
Tier 3	96707 96789 96862	96759 96791	96782 96814	96786 96857	\$1,620	\$1,810	\$2,390	\$3,430	\$4,180	\$4,810	\$5,440	\$6,070	\$6,700
Tier 4	96701 96801 96805 96809 96813 96828 96848	96709 96802 96806 96810 96820 96830 96850	96712 96803 96807 96811 96823 96836 96854	96744 96804 96808 96812 96824 96839 96861	\$1,540	\$1,710	\$2,250	\$3,250	\$3,938	\$4,529	\$5,119	\$5,710	\$6,301
Tier 5	96717 96816 96859	96731 96819	96762 96822	96797 96826	\$1,419	\$1,562	\$2,046	\$2,926	\$3,542	\$4,073	\$4,605	\$5,136	\$5,667
Tier 6	96730	96792	96795	96817	\$1,111	\$1,220	\$1,606	\$2,299	\$2,783	\$3,201	\$3,618	\$4,036	\$4,453