

CHAPTER 39

Rental Assistance Demonstration AND Project Based Voucher (PBV) Program for GDPM Owned Units

- I. **Applicability:** This chapter applies to all former GDPM public housing units that have converted to the Project-based Voucher Program. This includes units converting through the HUD Rental Assistance Demonstration and GDPM public housing units that converted to the Project-Based Voucher Program outside of a RAD conversion. Collectively, these units may be referred to as “RAD/PBV” Units and collectively, the Program will be referred to as the “RAD/PBV Program” or “PBV Program”. Most policies below apply to both RAD and non-RAD PBV units. However, GDPM will specify the instances where a particular policy or program rule applies exclusively to one program. While this chapter may refer to the PBV Program, it only applies to PBV units that were once GDPM public housing units and/or PBV units in which GDPM maintains an ownership interest.

- II. **Background:** Authorized by the Consolidated and Further Continuing Appropriation Act of 2012, (Public Law 112-55), as amended, the Rental Assistance Demonstration (RAD) program allows housing authorities, such as GDPM, to convert its public housing units to the RAD PBV Program. In turn, the housing authority will be able to use different financing mechanisms not available under the public housing program, in order to access capital to address the millions of dollars in capital needs. In 2017, HUD authorized GDPM to convert its entire public housing portfolio.

GDPM’s RAD PBV Program generally follows the rules and regulations set forth for GDPM’s Housing Choice Voucher (HCV) Program and set forth in the GDPM Administrative Plan. This Chapter sets forth those differing rules and regulations that apply specifically to GDPM’s RAD PBV Program. RAD PBV Program rules and regulations are set forth in the following:

- Notice PIH 2012-32, REV-3, RAD – Final Implementation;
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing the First Component;
- Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions;
- RAD Quick Reference Guide for Public Housing Authorities Converting to PBV Assistance;
- RAD Welcome Guide for New Awardees.

- III. **When HCV policies Apply to the PBV Program:** Many of the GDPM HCV policies also apply to the PBV Program, including but not necessarily limited to policies related to eligibility. Except as otherwise set forth in this Chapter, GDPM’s HCV Policies contained in the GDPM Administrative Plan apply to GDPM’s PBV Program. A complete list of the HCV Admin Plan Chapters applicable to the PBV Program is contained in Appendix 1 of this Chapter.

IV. No Rescreening of Tenants upon Conversion: A RAD Conversion shall not be the basis for rescreening or terminating assistance or eviction of any family in a PBV community. Therefore, existing families shall not be rescreened, nor are they subject to eligibility determinations based on income.

V. Income-targeting Requirements: Families in place at a RAD conversion will be considered new admissions to the voucher program. However, such families are exempt from the HUD income targeting requirements. When a current tenant moves out of the property that has undergone a RAD conversion, that unit must be rented to an eligible family and the income-targeting requirements apply. After conversion, at least 75% of the total admissions to the PBV and HCV Programs during each fiscal year must be to extremely-low income families.

VI. Eligibility: after conversion, PBV applicants must meet the eligibility requirements of applicants for the GDPM HCV Program set forth in Chapter 4 of the GDPM Administrative Plan.

VII. Elderly Properties: Certain PBV Communities will be elderly/near-elderly only communities. Preference will be given to individuals aged 62 and older. However, families with a member(s) aged 50 and older may apply and be housed at the elderly designated communities. GDPM intends to designate the following communities as elderly/near elderly only upon RAD/PBV conversion:

- **Grand**
- **Hallmark-Meridian**
- **Metropolitan**
- **Wilmington**
- **Park Manor**
- **Madrid Estates**

VIII. Organization of the GDPM PBV Waitlist: GDPM will have several GDPM PBV community waitlists. PBV community waitlists will be separate and distinct from the GDPM HCV and Public Housing waitlists and will be listed in Appendix 2 of this Chapter. The PBV Waitlists for each community may contain both RAD and non-RAD PBV applicants.

IX. Waitlist Policy: Unless a preference applies, applicants will be placed on the waitlist in the order in which they are received. GDPM will maintain its waitlists in accordance with all applicable civil rights and fair housing requirements and in accordance with the following:

- a. Waitlist Administration at Conversion:** At conversion, GDPM will apply the following principles:
 - i. GDPM will offer families on a public-housing specific waitlist priority for occupancy at the same community if converting to the PBV Program.
 - ii. If GDPM is transferring assistance from a public housing site to another site, GDPM will notify all applicants on the public-housing site’s waitlist of the transfer of assistance, and on how they can apply for residency at the new PBV community.
- b. Preferences:** GDPM’s HCV Preferences will NOT apply to the GDPM PBV Program. GDPM’s PBV preferences will be limited to the following:
 - i. **Preference One:** Any GDPM Public Housing resident that voluntarily relinquishes his/her right to return/remain at a to-be converted RAD/PBV community.

- ii. **Preference Two:** Any applicant on a waitlist for the specific public housing community at the time of conversion.
 - iii. **Preference Three – Elderly Designated Sites:** Applicants aged 62 years or older will be given preference over applicants aged 50-61 at the elderly designated communities set forth in Section VII above.
 - iv. **Preference Four – (limited to 25% of each participating RAD community)** - Individual RAD communities may adopt the following Homelessness Preference: Preference for a) homeless applicants referred to the property by the local Continuum of Care (CoC) and/or b) applicants exiting permanent supportive housing.
- c. **Order of Applicants on Waitlist:** Applicants will be assembled on the waitlist in the order in which they are received with the following exceptions:
- i. For family communities:
 1. Any applicant with Preference One designation will have priority over applicants with any other preference.
 2. Applicants with both a Preference Two and Preference Four designation will have priority over applicants with only a Preference Two or only a Preference Four designation.
 3. Applicants with Preference Two designation will have priority over those applicants with just a Preference Four designation.
 - ii. For elderly communities:
 1. Any applicant with both a Preference One designation and Preference Three designation will have priority over applicants with any other preference.
 2. Applicants with Preference Two, Preference Three and Preference Four designation will have priority over applicants with only a Preference Two or Preference Three Designation and over applicants with both a Preference two and Preference Three Designation.
 3. Applicants with both a Preference Three and Preference Two designation will have priority over those applicants with just a Preference Three designation.

Table: Order of Priority for Preferences

Family Community	Elderly Community
Preference 1	Preference 1 and 3
Preference 2 and 4	Preference 2, 3 and 4
Preference 2	Preference 3 and 2
Preference 4	Preference 3

- d. **Units with Accessibility Features:** When selecting families to occupy GDPM PBV units with special accessibility features for persons with disabilities, GDPM will first offer the unit to the next waitlist applicant family that needs such features.
- e. **PBV Applicant's Placement on HCV Waitlist (24 CFR 982.205):** If the GDPM HCV Waitlist is open at the time an applicant applies for a GDPM PBV Waitlist, GDPM will offer the applicant placement on the HCV Waitlist.
- f. **HCV Applicant's Placement on GDPM PBV Waitlist (24 CFR 982.205):** If any GDPM PBV Waitlist is open when an applicant is placed on the HCV waitlist and the program includes units suitable for the applicant, GDPM will offer to place the applicant on up to three GDPM PBV Waitlists.
- g. **Refusal of Offer of Assistance (24 CFR 983.251):** GDPM will **not** take any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:
 - i. Refuse to list the applicant on the HCV waitlist;
 - ii. Deny any admission preference for which the applicant qualifies (on any of the GDPM waitlists);
 - iii. Change the applicant's place on the waitlist based on preference, date, and time of application;
 - iv. Remove the applicant from any other GDPM RAD PBV Waitlist, other PBV waitlist, or the GDPM HCV waitlist. Refusal of one GDPM RAD PBV unit will result in removal from that community's waitlist only.
- h. **Applicants Choice of Waitlist:** An applicant may choose to be placed on up to three open PBV community waitlists. Refusal of an offer of one PBV unit will result in the applicant being removed from that community's specific waitlist, but it will not result in removal from all GDPM PBV waitlists. If the applicant refuses any subsequent offers, the applicant may be removed from that specific community's waitlist.
- i. **Removal from Waitlist:** In addition to removal from a waitlist after refusal of unit offer, GDPM's policies and procedures governing "*Removal from Waiting List and Purging*" (*Admin Plan Chapter 6*) applies to GDPM's PBV Program. Additionally, an applicant will be removed from all PBV community waitlists once an applicant accepts a PBV unit.
- j. **Must be Eligible at PBV Commencement:** To be eligible to lease a GDPM PBV unit, an applicant must be eligible when PBV assistance commences. Eligibility at application does not guarantee eligibility when pulled from the waitlist.
- k. **General GDPM HCV Waitlist Provisions that Apply to GDPM's PBV Program:** In addition to any policies mentioned above, the following GDPM HCV Administrative Plan Chapter Six "*Establishing Preferences and Maintaining the Waiting List*" provisions apply to the GDPM PBV Program:
 - i. Special Admissions and Exceptions for Special Admissions (Section B, 6-1);

- ii. Income Targeting (Section D, 6-4);
- iii. Targeted Funding (Section F, 6-5);
- iv. Preference and Income Targeting Eligibility (Section G, 6-5);
- v. Order of Selection (Section H, 6-6);
- vi. Final Verification of Preferences (Section I, 6-7);
- vii. Preference Denial (Section J, 6-7); and
- viii. Removal from Waiting List and Purging (Section K, 6-7)

X. Eligibility Requirements: In addition to the eligibility requirements listed below and within this Chapter, with the exception of Section C; the eligibility requirements set forth in GDPM’s HCV Administrative Plan Chapter 4 “*Eligibility and Admissions*” apply to the GDPM PBV Program. Additional eligibility criteria may include:

- a. Community specific eligibility requirements. The applicant must meet any community specific requirements including but not necessarily limited to the following:
 - i. Specific income-mixing requirements for certain Low Income Housing Tax Credit communities;
 - ii. Minimum age requirements for elderly designated communities. A household member may be below the minimum age requirement, but the family will be considered an ‘elderly’ family and therefore qualify for placement on an elderly designated community waitlist if any member of the household is aged 50 or older.
 - iii. Any other established community specific selection criteria.
- b. All public housing residents in place at a RAD conversion are eligible for the GDPM PBV Program and will not be rescreened.

XI. Tenant Screening (24 CFR 983.255): In addition to the eligibility requirements, when selecting applicants for the GDPM PBV communities, GDPM will consider a family’s background with respect to the following factors:

- a. Payment of rent and utility bills;
- b. Caring for the unit and premises;
- c. Respecting the rights of other residents to the peaceful enjoyment of their housing;
- d. Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- e. Compliance with other essential terms of the lease.

XII. Applying for Admission: Except for tenants in place at RAD conversion, the GDPM HCV Policies set forth in the GDPM Administrative Plan Chapter 5 “*Applying for Admission*” are applicable to the GDPM PBV Program with the following exceptions:

- 5-1 & 5-6: Online update applications will not be available;
- 5-7: GDPM may use any type of permitted third party for criminal background checks;
- 5-7: Online appointments will not be available.

XIII. Verification: The GDPM HCV Policies on verification as set forth in the GDPM Administrative Plan Chapter 9 “*Verification*” apply to verifications in the PBV Program with the following exceptions:

- 9-2: Requirements for Acceptable Documents - photocopies will be accepted;
- 9-5: Certain Income, Asset and Expenses Sources – If permitted in HUD guidelines, GDPM will accept self-certification in lieu of paying for third party verifications.
- 9-12: Verification of Preference Status*.
- 9-16: Income from Excluded Sources.

**Verification of Preference Status for PBV Program: When determining final eligibility for an applicant, GDPM will verify any preference claimed by the applicant and place supporting documentation (e.g. a copy of the Applicant Profile) in the tenant file.*

XIV. Required Briefing (983.252): When a family accepts an offer of PBV assistance, GDPM will give the family an oral briefing. The family is required to attend the briefing. The briefing policy set forth in the GDPM Administrative Plan Chapter 10 Section B “*Briefing Types and required Attendance*” **does not** apply to the GDPM PBV Program with the following exception:

- 10-3: Section B *Briefing Types and Required Attendance*

XV. Denial of Assistance: The policies set forth in the GDPM Administrative Plan Chapter 20 “*Denial or Termination of Assistance*” HCV Policies with regard to denial of assistance applies to the GDPM PBV Program.

XVI. Lease Agreement (24 CFR 983.256): After an applicant has been pulled from a waitlist, determined eligible, and determined suitable, the tenant will sign the lease agreement and occupancy may begin. The tenant must have legal capacity to enter into a contract under Ohio law.

- a. Form of Lease:** GDPM and the tenant will enter into a written lease for the unit. The lease will be the standard GDPM PBV Lease Form and HUD form of tenancy addendum and shall be signed by the tenant and a GDPM representative.
- b. Changes in Lease:** At least thirty (30) days advanced notice will be provided prior to any lease modification taking affect.
- c. Term of Lease and Renewal:** Public Housing tenants in place at RAD conversion must sign the GDPM PBV Lease Agreement on or before the PBV HAP contract effective date. All other tenants must sign a lease prior to occupying a unit. The initial term of the lease will be for one year. The lease will provide for automatic renewals at the end of the initial term in successive month-to-month lease terms. However, the lease terminates when any of the following occur:

- i. GDPM terminates the lease for good cause;
- ii. The tenant terminates the lease;
- iii. GDPM and the tenant agree to terminate the lease;
- iv. The HAP Contract is terminated;
- v. GDPM terminates assistance to the family.

XVII. Security Deposit: A security deposit in an amount equal to one month of tenant rent or a minimum of \$50 may be charged for each household. At move-out, a list of all items charged against the security deposit will be provided to the tenant, any remaining portion will be provided to the tenant. If the amount of security deposit is insufficient to cover the entire balance due, GDPM may use any legal remedy available to seek payment.

XVIII. Overcrowded, Under-occupied, and assisted units (24 CFR 983.260): The GDPM subsidy standard determines the appropriate unit size for the family size and composition.

a. Tenants in Place at Conversion: The following applies to tenants in place at conversion:

- i. All in-place tenants at the time of the RAD conversion are eligible to remain or return to that specific community.
- ii. Over-housed families should be moved to appropriately sized units if such units are available.
- iii. If an appropriately sized unit is not available the tenant may continue to be over-housed until an appropriately sized unit becomes available or the tenant vacates.
- iv. Once the unit turns over, GDPM must place an appropriately sized family in the unit.

b. Tenants Admitted after Conversion: The following applies to tenant's admitted after conversion:

- i. GDPM will promptly notify a family of the determination and of an offer of continued assistance in another unit if GDPM determines that the family is occupying a:
 - 1. Wrong-sized unit, or
 - 2. Unit with accessibility features that the family does not require (unrequired assisted), and the unit is needed by a family that requires the features.
- ii. The offer of continued assistance may include:
 - 1. Assistance in the same community;
 - 2. Assistance at another PBV community; or
 - 3. Tenant Based Voucher Assistance.

- c. Following notification to tenants in place at a RAD/PBV conversion or tenants admitted after conversion, the tenant will have ____ days to relocate to new unit. Failure to relocate may result removal of tenant from HAP contract or termination of tenancy.
- d. If GDPM offers the family a tenant-based voucher, GDPM must terminate the housing assistance payment for the wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by GDPM, or the date upon which the family vacates the unit.

XIX. GDPM Termination of Tenancy (24 CFR 983.357 & 982.310):

- a. During the term of the lease, GDPM may not terminate the tenancy except on the following grounds:
 - i. Serious violations of the lease (including but not limited to failure to pay rent or other amounts due under the lease) or repeated violations of the terms and conditions of the lease;
 - ii. Violations of Federal, Ohio, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit; or
 - iii. Other good cause.
- b. Termination for Criminal Activity:
 - i. *Drug-Related Criminal Activity:* Any drug-related criminal activity on or near the premises by any tenant, household member, or guest, or such activity engaged in on the premises by another person under the tenant's control, is grounds for termination of tenancy. Further, GDPM may terminate a family's tenancy when GDPM determines that a household member is illegally using a drug or when GDPM determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - ii. *Threat to other Residents:* GDPM may terminate tenancy for any of the following types of criminal activity by a covered person:
 - 1. Any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other residents and of property management staff, and/or persons residing in the immediate vicinity of the premise; or
 - 2. Any violent criminal activity on or near the premises by a tenant, household member, guest, and any such activity on the premises by a person under the tenant's control.
 - iii. *Fugitive Felon or Parole Violator:* GDPM may terminate tenancy of a tenant if tenant (a) is 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 State of Ohio; or (b) violates a condition of probation or parole under Federal of Ohio Law.

- iv. *Evidence of Criminal Activity:* GDPM may terminate tenancy and evict a family for criminal activity by a covered person in accordance with this section if GDPM determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.
 - c. Termination for Other Good Cause: Other good cause for termination of tenancy may include, but is not limited to, any of the following examples:
 - i. Failure of the family to accept the offer of a new lease or revision of the lease (except GDPM may not terminate for this reason during the initial lease term);
 - ii. A family history of disturbance of neighbors, or destruction of property or of living or housekeeping habits resulting in damage to the unit or premises;
 - d. If terminating a family's tenancy, GDPM will provide adequate written notice of the termination which will not be less than:
 - i. A reasonable period, but not to exceed 30 days:
 - 1. If the health or safety of other tenants, GDPM employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - 2. In the event of any drug-related or violent criminal activity or any felony conviction
 - ii. 14 days in the case of nonpayment of rent;
 - iii. 30 days in any other case unless a shorter time period is permitted under Ohio law, the shorter time period may then apply.
- XX.** **Termination of Assistance:** In addition to the items set-forth above, GDPM will follow the policies contained within GDPM Admin Plan Chapter 20 "*Denial or Termination of Assistance*" when terminating assistance.
- XXI.** **Family Right to Move (24 CFR 983.261):** The family may terminate the lease at any time after the first year of occupancy. The family must provide at least _____ days advance written notice. Rental payments may accrue until after the later of the date the tenant moves or until the month following the expiration of the notice.
- XXII.** **Tenant Absences from the Unit (24 CFR 983.256 and 983.312):** GDPM defines extended absence as the resident being absent from the unit for longer than 60 continuous days, or for longer than 180 days for medical reasons and must terminate tenancy of household due to household extended absence from the unit.
- XXIII.** **Continuation of Housing Assistance Payments (24 CFR 983.258 & PIH 2012-32, Rev 3):**
- a. **Tenants in place at conversion:**
 - i. Public housing tenants in place at RAD/PBV conversion are placed on and remain under the HAP contract – even when Total Tenant Payment (TTP) equals or exceeds

gross rent. In this case, until such time as the family's TTP falls below the gross rent, the family will pay GDPM the lesser of their TTP minus the utility allowance or any applicable maximum rent under the LIHTC program.

- ii. The family will continue to pay this amount until circumstances change and HAP is, once again, paid on the family's behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance. In such cases, the tenant is still considered a program participant.
 1. All family obligations and responsibilities still apply;
 2. All requirements with respect to the unit, such as compliance with HQS still apply.

b. Tenants admitted after conversion:

- i. All admissions must be eligible for a HAP payments on the date of admission to the program.
- ii. Assistance will be terminated 180 days after the last housing assistance payment is paid on their behalf.
- iii. During the Initial 180 days after cessation of HAP: The cessation of the HAP does not impact the family's rights under the lease and it does not preclude the resumption of HAP payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 180 day window. A tenant must report any change in circumstances that could result in a HAP payment prior to the 180 day expiration.
- iv. After 180 days of cessation of HAP: After 180 days, assistance may be terminated and GDPM must remove the unit from the HAP contract. If the RAD community is fully subsidized, GDPM must reinstate the unit after the family has vacated the property. If the RAD community is partially assisted, GDPM may substitute another unit for the unit under the HAP. Stopped edit review here 8/2
 1. Units removed from HAP are not subject to the HQS inspection requirements. The family's obligations under the lease agreement continue to apply, however, certain PBV program requirements may not apply (such as required annual recertification).

XXIV. Choice Mobility (24 CFR 983.262): The family may terminate the assisted leased unit any time after the first year of occupancy. The family must provide GDPM advanced written notice of intent to vacate in accordance with the lease agreement.

- a. After one year of continued occupancy in a PBV unit and subject to availability, a tenant may participate in the GDPM RAD Choice Mobility Program and receive tenant based assistance.
- b. GDPM will provided up to 75% of its annual turnover vouchers to GDPM PBV Choice Mobility participants.

- c. The family must request, in writing, to participate in the Choice Mobility Program and such request may not be submitted until the tenant is eligible to participate in the program.
- d. If the family moves from one PBV community to another PBV community prior to completing the 12-month occupancy requirement, the 12-month clock will reset.
- e. If a family transfers to a unit within the same PBV community, the 12-month clock will not reset.
- f. The request must be provided prior to a tenant providing a notice of lease termination to GDPM or the family will not be eligible to participate in the Choice Mobility Program.
- g. If a family vacates prior to receiving a voucher, the family will not be eligible to participate in the Choice Mobility Program.
- h. If the tenant requests tenant-based assistance but such assistance is not available, GDPM will place tenant on the Choice Mobility Waitlist. The tenant will remain eligible for a Choice Mobility Voucher as long as the family continues to reside at the same covered community. If a tenant moves to another PBV community or provides a notice to vacate, the tenant will be removed from the Choice Mobility Waitlist.
- i. The Choice Mobility Waitlist will be managed by GDPM and vouchers will be issued in accordance with the date/time of placement on the Choice Mobility Waitlist.
- j. Tenants in good standing will receive priority over tenants who:
 - i. Owe GDPM and/or Landlord a past due balance;
 - ii. Are not in good standing;
 - iii. Have been subject to lease termination during the prior 12 months of occupancy.

XXV. VAWA and Emergency Transfers under VAWA: GDPM's VAWA and Emergency Transfer Policy applies to the GDPM PBV Program. A copy of the policy is located in the Appendix 3 of this Chapter.

XXVI. Transfer Policy: In addition to the provisions set forth in Chapter 26 Transfer Policy of the GDPM HCV Administrative Plan, the following provisions apply:

- a. **Over/Under Housed Transfers:** If a household is considered, at GDPM's determination, 'over housed' or 'under housed' and a properly sized unit is not available at the family's current community, GDPM may initiate a transfer to an available properly sized unit. Generally, GDPM will select a community with an available properly sized unit that is closest to the household's current unit. This provision does not apply to tenants in place at RAD conversion.
- b. **Incentive Transfer:** If a family has resided at a GDPM community with 100 or more units for at least one year and that family is in good standing, as determined by GDPM, the family may request to transfer to another GDPM community.

XXVII. Annual and Interim Recertification: Annual Rectification for the GDPM PBV Program participants will be in accordance with the Annual and Interim Recertification requirements set forth in Chapter 15

“Reexamination, Interims, Annual Inspections, and Rent Adjustment by Owners” of the GDPM Administrative Plan apply to the GDPM PBV Program with the following exceptions:

- 15-1: Annual Activities – GDPM will not conduct the HQS Inspections
- 15-2: Procedure – reexaminations will not be completed in a group setting
- 15-2: Persons with Disabilities – The housing inspector will not conduct the briefing at the time of the inspection.*
- 15-5: Visitors – the entire section is not applicable.
- 15-6: Section D Other Interim Reporting Issues is not applicable.
- 15-6: Section E – Income Changes resulting from Welfare Program Requirements – GDPM will not reduce the rent if the reduction in assistance is due to a family member’s noncompliance with a public assistance agency’s requirements.
- 15-10: Annual Inspections – the entire section is not applicable.
- 15-11: Abatement: the entire section is not applicable.
- 15-13: Rent Adjustments by Owner- the entire section is not applicable.

* Persons with Disabilities: If a participant, as a result of a disability, is unable to come to GDPM’s central offices, the participant may contact the property manager and request to send the information in the mail and/or have the recertification performed at the participants unit.

Tenants in Place at Conversion: A family residing in a public housing unit converted to the PBV Program will retain its initial certification date. For each family in place at conversion, GDPM will submit a form HUD 50058 reflecting the family’s admission to the PBV program. The effective date will be the same effective date of the PBV HAP Contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

XXVIII. Resident Grievance Procedure:

- a. Residents residing in GDPM PBV units have the right to request an informal hearing for issues that adversely affect the resident’s rights, obligations, welfare, or status including for the following reasons:
 - i. A determination of the family’s annual or adjusted income, and the use of the income to compute the assistance payment or amount of rent;
 - ii. A determination of the family unit size under GDPM’s payment standards;
 - iii. A determination of the appropriate utility allowance (if any) for the tenant-paid utilities from the GDPM utility allowance schedule;
 - iv. A determination to terminate the assistance for a participant family because of the family’s action or inaction;

- v. A determination to terminate assistance because a participant family has been absent from the assisted unit longer than the maximum allowed period;
 - vi. A dispute with respect to a GDPM action in accordance with the lease agreement.
- b. When a hearing is not required: GDPM will not provide a hearing for any of the following:
- i. Discretionary administrative determinations by GDPM;
 - ii. General policy issues, lease amendments or class grievances;
 - iii. Establishment of the GDPM utility allowance schedule;
 - iv. A GDPM decision not to approve an extension of the voucher term; and
 - v. A determination that the unit is not in compliance with HQS.
- c. GDPM will provide tenants with notice of their ability to request an informal hearing.
- d. GDPM's grievance procedure set forth in Chapter 23 "*Complaints and Appeals*" of the Administrative Plan governs the hearing process. Additionally, any grievance must be submitted, in writing to the appropriate management office. If, after an informal meeting with management staff, the tenant disagrees with management's resolution, the tenant may file a grievance in accordance with the Grievance Procedure set forth in the house rules.

XXIX. Utility Allowance Schedule: At RAD conversion, the utility allowance currently in place at closing will be provided until the tenant's next recertification date. At that time, GDPM will calculate the utility allowance in accordance with GDPM's HCV Utility Allowance Schedule.

XXX. Dwelling Unit Standards: The Housing Quality Standards (HQS) set-forth in Chapter 12 of the GDPM Administrative Plan do not apply to GDPM's PBV communities. Instead, an independent third party inspector will conduct HQS inspections in accordance with HUD rules and regulations.

a. HQS Enforcement: Neither HUD regulations nor GDPM policy create any right of a family or any party other than HUD or GDPM, to require enforcement of the HQS requirements or to assert any claim against HUD or GDPM for damages, injunction, or other relief for alleged failure to enforce HQS.

b. Tenant Must Allow Access for HQS Inspections: A tenant must cooperate with the HQS inspection requirements. Failure to permit accessibility to a unit for a HQS inspection and/or the tenant's fault for any breach of an HQS is a violation of the lease agreement and GDPM policies.

c. Lead-Based Paint: The lead based paint requirements for the HCV program do not apply to the PBV Program. Instead, the Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A,B, H, and R, apply to the GDPM PBV Program.

XXXI. Inspecting Units: All required inspections of GDPM-owned PBV units must be performed by an independent agency. The following standards apply:

- a. **Pre-selection Inspection:** In some instances, as determined by GDPM, the proposed PBV site may be inspected prior to being selected as a PBV site. GDPM may perform these inspections.
 - b. **Pre-HAP Contract Inspections:** Contract units must be inspected and fully meet HQS prior to the execution of the HAP Contract.
 - c. **Turnover Inspection:** Before providing assistance to a new family in a contract unit, the unit must be inspected. GDPM cannot provide assistance to a unit until the unit fully complies with HQS.
 - d. **Annual/Biennial Inspection:** At t least once every twenty-four (24) months during the term of the HAP contract, a random sampling of at least 20% of the units within each building must be inspected in order to determine compliance with the HQS standards. Turnover inspections are not counted to meet this inspection requirement. If more than 20% of the inspections fail, 100% of the units must be re-inspected.
 - e. **Other HQS Related Inspections:** Units may be inspected whenever needed to determine that the contract unit complies with HQS. Further, follow-up inspections may be needed to determine if HQS concerns have been addressed.
 - f. **Quality Control Inspections:** Supervisory quality control inspections shall be conducted in accordance with 24 CFR 982.405.
 - g. **Mixed Finance Properties:** GDPM may rely on an alternative inspection (i.e., an inspection conducted for another housing assistance program such as LIHTC, HOME, etc.) as long as GDPM is able to obtain the results of the inspection and a sampling of units must be inspected at least triennially.
 - h. **GDPM initiated quality checks in order to determine lease compliance.** GDPM may perform quality checks of its GDPM owned PBV units. GDPM will provide tenant with notice in accordance with the Lease Agreement/House Rules prior to conducting a quality check.
- XXXII. Payment Standards:** The policies set forth in GDPM HCV Administrative Plan Chapter 14“*Owner Payments and Utility Allowances*” apply to the GDPM PBV Program. However, rent reasonableness will be determined by an independent third party contractor.
- XXXIII. Subsidy Standard:** The policies set forth in Section A of GDPM’s HCV Administrative Plan Chapter 7 “*Subsidy Standard*” apply to GDPM’s non-RAD PBV units. All other provisions set forth in Chapter 7 do not apply to GDPM PBV units.
- XXXIV. Calculating Tenant Rent:** The policies set forth in GDPM’s HCV Administrative Plan Chapter 8 Income and Subsidy Determinations apply to the GDPM PBV Program with the following exception:
- a. Earned Income Disallowance provisions do not apply.
- XXXV. Tenants in Place at RAD Conversion – Phase-In of TTP Increases (RAD Notice and PBV RAD Guidebook):** The following provision applies exclusively to RAD PBV units: For any tenant in place at the time of a RAD conversion whose monthly TTP would increase by more than the greater of 10% or \$25 purely as a result of conversion, the tenant has the option of phasing in the increase over a period of three years.

- a. The example below explains the set-percentage based phase in GDPM will follow. For the purposes of this Section, “standard TTP” refers to the TTP calculated in accordance with Section J above (24 CFR 5.628). The “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If the family was paying flat rent immediately prior to conversion, GDPM will use the flat rent amount to calculate the phase-in amount for Year 1, below:
 - i. **Year 1:** Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP
 - ii. **Year 2:** Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
 - iii. **Year 3:** Year 3 Annual Recertification and all subsequent recertifications – Full standard TTP.
 - iv. Once the TTP is equal to or less than the previous TTP (or flat rent is in Year 1 of phase-in), the phase-in ends and tenant will pay full TTP from that point forward. For example, the tenant’s previous TTP was \$300 and their new (standard) TTP is reduced because of loss of income, the tenant’s rent will no longer be phased-in.

Example of Phase in - Change in Rent:

In public housing, you paid a **flat rent** of \$400 per month. Your income was \$1,500 per month and remained the same after conversion.

Under RAD, you will pay an **income-based rent** of 30% of your income, which calculates to \$450 per month ($\$1,500 \times 30\% = \450).

This is a difference of \$50 per month ($\$450 - \$400 = \50), which is a 12.5% increase.

Phase-in of Rent Increase: The new rent of \$450 per month will be phased-in over 3 years, because your rent increased by more than 10% and you have to pay more than \$25 per month in additional rent as a result of RAD conversion.

XXXVI. Public Housing Tenants receiving a Disallowance of an Increase in Annual Income (EID) at the time of a RAD Conversion:

- a. Tenants who are employed and are currently receiving the EID exclusion at the time of the RAD conversion will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR 5.617. After conversion, no other tenants will be eligible to receive the EID.
- b. Initial 12-month exclusion: During the 12-month period beginning on the date a qualified family is first experiences the increase in income attributable to employment, GDPM will exclude from annual income any increase in income as a result of that employment.
- c. Second 12-month exclusion and phase in: Upon expiration of the first 12-month period and for the subsequent 12-month period, GDPM will exclude from annual income at least 50% of any increase as a result on the employment.

- d. The disallowance of increased income is limited to a lifetime 24-month period.
- e. Tenants whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision. Instead, the rent will automatically be adjusted to the appropriate rent level based upon tenant income at that time.

XXXVII. Debts Owed to GDPM: The policies set forth in GDPM's HCV Administrative Plan Chapter 24 Owner or Family Debts to GDPM regarding Family debts do not apply to the PBV Program. Instead, GDPM's current Repayment Agreement Policy for Public Housing Residents will apply in full.

Appendix One

Applicability of GDPM Administrative Plan

Chapter 1 Statement of Policies and Objectives	Entire Chapter Applicable
Chapter 2 About the Authority	Entire Chapter Applicable
Chapter 3 Outreach	Entire Chapter Applicable
Chapter 4 Eligibility and Admissions	Entire Chapter Applicable with the following exception: Section C is not applicable
Chapter 5 Applying for Admission	Entire Chapter Applicable with the following exceptions: 5-1 & 5-6 – online update applications will not be available, 5-7 – GDPM may use any type of permitted third party for criminal background checks 5-7 – online appointment will not be available
Chapter 6 Establishing Preferences and Maintaining the Waiting List	The following Sections of Chapter 6 are applicable: B, D, E, G, H, I, J, and K
Chapter 7 Subsidy Standards	Only Section A is applicable
Chapter 8 Income and Subsidy	Entire Chapter Applicable with the following exclusion: Earned Income Disallowance Provisions do not apply.
Chapter 9 Verification	Entire Chapter Applicable with the following exceptions: 9-2 – copies of documents will be acceptable, 9-5 – remove statement about service charges, 9-12: Verification of Preference Status 9-16: Income from Excluded Sources.

Chapter 10 Voucher Issuance and Briefings	Section B
Chapter 11 RTA and Contract Execution	Not applicable
Chapter 12 HQS	Not Applicable
Chapter 13 Lease Approval, Rent	Not Applicable
Chapter 14 Owner Payments and Utility Allowance	Not Applicable. The payment provisions within the RAD/non-RAD PBV HAP Agreement will apply
Chapter 15 Reexamination, Interims, Annual Inspections, Rent Adjustments by Owner	The chapter is applicable with the following exceptions: 15-1: Annual Activities – GDPM will not conduct the HQS Inspections 15-2: Procedure – reexaminations will not be completed in a group setting 15-2: Persons with Disabilities – The housing inspector will not conduct the briefing at the time of the inspection. 15-5: Visitors – the entire section is not applicable. 15-6: Section D Other Interim Reporting Issues is not applicable. 15-6: Section E – Income Changes resulting from Welfare Program Requirements – GDPM will not reduce the rent if the reduction in assistance is due to a family member’s noncompliance with a public assistance agency’s requirements. 15-10: Annual Inspections – the entire section is not applicable. 15-11: Abatement: the entire section is not applicable. 15-13: Rent Adjustments by Owner- the entire section is not applicable.
Chapter 16 Annual Activities	Not Applicable

Chapter 17 HQS Complaints	Not applicable
Chapter 18 Moves with Continued Assistance	Not applicable
Chapter 19 Contract Terminations	Not applicable
Chapter 20 Denial or Termination of Assistance	The entire chapter is applicable.
Chapter 21 Move-out Inspections	Not applicable
Chapter 22 Owner Claims	Not Applicable
Chapter 23 Complaints and Appeals	Entire Chapter applies. The Grievance Procedure is further defined in the House Rules
Chapter 24 Owner or Family Debts to GDPM	Not applicable. The Public Housing Repayment Agreement Policy is applicable to GDPM PBV communities.
Chapter 26 Transfer Policy	Entire chapter is applicable
Chapter 27 Monitoring Program Compliance	Not applicable
Chapter 28 Moderate Rehabilitation Program	Not applicable
Chapter 29 Single-Room Occupancy	Not Applicable
Chapter 30 Project Based Certificate Program	Not Applicable
Chapter 31 Family Reunification Program	Not applicable unless the unit is a FUP PBV unit
Chapter 32 Family Self-Sufficiency Program	Not Applicable

Chapter 33 Special Housing Types	Not applicable
Chapter 34 Homeownership Assistance Program	Not applicable
Chapter 35 Operating Reserves and Proration of Administrative Fees	Not applicable
Chapter 36 Program Integrity	The entire chapter is applicable
Chapter 37 Confidential and Informational Security	The entire chapter is applicable
Chapter 38 Project –Based Vouchers	The entire chapter is applicable
Chapter 39 Rental Assistance Demonstration AND Project Based Voucher (PBV) Program for GDPM Owned Units	