

# Public Housing Division

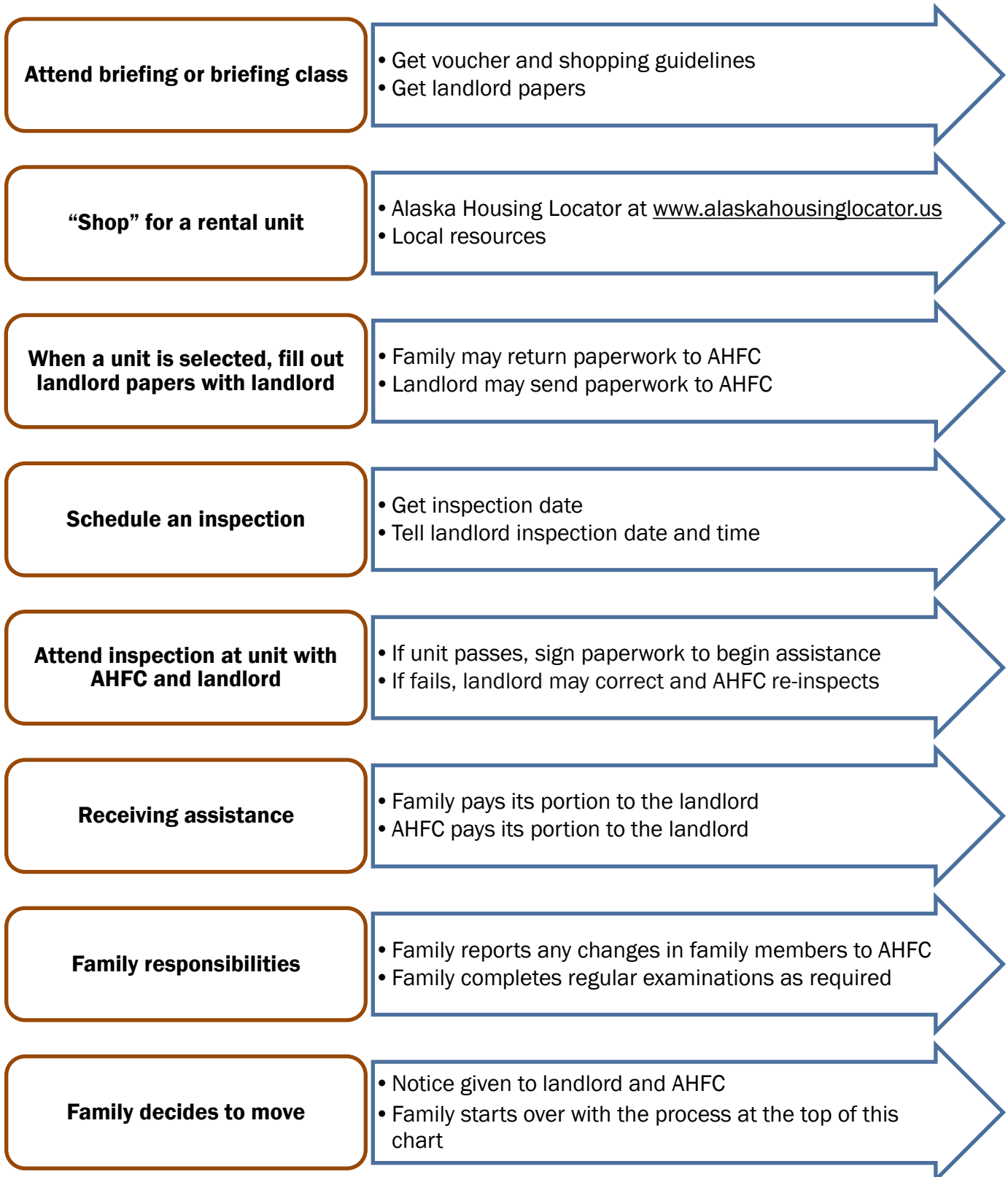
## Voucher Program Family Handbook

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## The Voucher Process



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Welcome to the Alaska Housing Finance Corporation (AHFC) Voucher Program. This handbook explains how the voucher program works, highlights important family responsibilities, and serves as a resource for families. AHFC encourages families to contact an AHFC representative any time the family has questions or needs further guidance.

## 1. Fair Housing

It is the policy of AHFC to comply fully with all federal, state, and local nondiscrimination laws. In the briefing packet is a document called *Are You a Victim of Housing Discrimination?* that describes family rights under the Fair Housing Act.

No person shall on the grounds of age, race, color, sex, religion, national or ethnic origin, familial status, disability, sexual orientation, gender identity, or marital status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under AHFC housing programs.

### 1.A Discrimination Complaints

Any time a person feels that he or she has been discriminated against while searching for or renting housing, the person may:

- Complete the HUD Discrimination Complaint form (HUD-903) in the briefing packet;
- Call HUD's Fair Housing and Equal Opportunity office at (800) 669-9777 to file a complaint;
- Visit HUD's web site at [www.hud.gov](http://www.hud.gov) and click on the link to File a Fair Housing Discrimination Complaint.

### 1.B Reasonable Accommodation

A reasonable accommodation is a change, exception, or adjustment to a housing program, service, or dwelling unit that allows a qualified person with a disability to either fully participate in an AHFC housing program, take advantage of services offered by AHFC, or live in a dwelling unit. In order to request a reasonable accommodation, a person must first meet the Fair Housing definition of a person with a disability. The Fair Housing definition of a person with a disability is a person who:

- Has a physical, mental, or emotional impairment that substantially limits one or more of the person's major life activities;
- Has a record of such impairment; or
- Is regarded as having such an impairment.

To request a reasonable accommodation, a person may initiate the process verbally, in writing, or through another party. Once the request has been made, AHFC staff will begin the process of evaluating the request and responding to the requestor. Each request will be evaluated on its individual merits. Some examples of reasonable accommodations may include:

- Visiting an applicant at home for an eligibility interview.
- Granting the full 120-day shopping time effective from the date the voucher is issued.

- Providing additional subsidy for a unit with features that accommodate a disability.
- Providing additional subsidy to house a necessary live-in aide or durable medical equipment.

Please contact the local AHFC office for information and assistance with the reasonable accommodation process.

## 2. The Voucher Program

The voucher program is a rental assistance program for very low-income families. AHFC receives funding from the U.S. Department of Housing and Urban Development (HUD) for the program, and its regulations are found at 24 CFR 982. As a Moving to Work agency, AHFC may ask HUD for certain exemptions from HUD regulations for the program. We will highlight some of those rule changes in this handbook.

In the voucher program, there is a three-way relationship between AHFC, the Landlord, and the Family:

- AHFC and the Family are connected through the Voucher
- AHFC and the Landlord are connected through the Housing Assistance Payments Contract
- The Family and the Landlord are connected through the Lease Agreement

### 2.A AHFC's Role

AHFC is the only public housing agency in the state of Alaska. As such, AHFC has jurisdictions throughout the state that administer the voucher program. Voucher assistance is available in the communities listed below.

<b>Community</b>	<b>Community</b>
Anchorage	Mat-Su Borough
Fairbanks	Petersburg
Homer	Sitka
Juneau	Soldotna
Ketchikan	Valdez
Kodiak	Wrangell

AHFC is assigned a fixed number of vouchers from HUD with a specific budget attached. AHFC cannot spend more money than it gets and is responsible for selecting families from its waiting lists to fill available vouchers. AHFC also has the following responsibilities:

- Determining family eligibility for the program
- Inspecting units to ensure they meet Housing Quality Standards (HQS)
- Distributing rental assistance to landlords for eligible units
- Providing a family's current and prior address and the family's current or prior landlord's address (if known) upon request by a prospective landlord
- Conducting regular examinations of family income and composition to determine continuing eligibility for the voucher program
- Providing information on AHFC policies and procedures to families and landlords

- Encouraging owners of rental housing to participate in the voucher program
- Resolving complaints through AHFC's complaint, hardship, or grievance procedures

## **2.B Landlord's Role**

As part of the leasing process, AHFC signs a Housing Assistance Payments (HAP) Contract with the landlord. The HAP Contract details the landlord's responsibilities under the program and lists certain tenant protections. In general, landlords are responsible for:

- Performing all management and rental functions for the unit including tenant screening, lease enforcement, collection of rent and the security deposit, maintaining the unit in accordance with HQS, and abiding by all appropriate tenancy laws and local codes.
- Abiding by the terms of the HAP Contract.

Detailed owner responsibilities are listed in the Landlord Handbook.

## **2.C Family's Role**

As a voucher program participant, the family must remain in compliance with voucher program rules as well as requirements under their lease agreement. Family obligations in the voucher program are listed at 24 CFR 982.551. They are:

1. The family must supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled or interim examination of family income and composition.
  - a. Any information supplied by the family must be true and complete.
  - b. The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
2. The family must accurately report and verify changes in household members or income (as required by the family's classification) within ten (10) business days of the change. This includes:
  - a. Promptly notifying AHFC in writing of the birth, adoption, or court-awarded custody of a child.
  - b. Promptly notifying AHFC in writing if any family member no longer lives in the unit.
  - c. Requesting AHFC written approval to add any other family member as an occupant of the unit.
3. The family must allow AHFC to inspect the unit at reasonable times and after reasonable notice.
4. The family is responsible for an HQS breach caused by the family. These may include:
  - d. Failure to pay tenant-paid utilities.
  - e. Damages to the unit or premises caused by family members or guests.
  - f. Failure to provide and maintain any appliances that the owner is not required to provide under the lease.
5. The family may not commit any serious or repeated violation of the lease.
6. The family must promptly give AHFC a copy of any notices given to or received from the landlord that affects the tenancy.



7. The family must use the assisted unit for residence by the family.
  - g. The unit must be the family's only residence.
  - h. No person not approved by AHFC may reside in the unit.
  - i. The family must not own or have any interest in the unit.
  - j. The family must notify AHFC and the landlord before the family moves out of the unit or terminates the lease.
  - k. The family must not sublease or let the unit.
  - l. The family must not assign the lease or transfer the unit.
8. The family must supply any information or certification request by AHFC to verify that the family is living in the unit. This includes:
  - m. Supplying AHFC with the family's current mailing address and telephone number.
  - n. Supplying information related to family absence from the unit.
  - o. Promptly notifying AHFC in writing when the family is away from the unit for an extended period of time in accordance with AHFC policies. See the handbook exhibits for Absences from the Unit.
9. Family members may not engage in drug-related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
10. Family members must not engage in abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
11. Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with this program.
12. The family must not receive voucher program housing assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

The following sections explain a few of the family's obligations further.

### **2.C.2 Adding a Household Member**

Except for birth or adoption, a family must first get approval from AHFC before moving any person into the unit. If the new household member is 18 or older:

- The landlord must approve the addition to the unit. AHFC must receive a copy of the approval.
- The new adult must complete a housing application.
- The new adult must pass AHFC's screening criteria.

### **2.C.3 Fraud**

AHFC will investigate reports of fraud and abuse of the rental assistance program. The investigation process includes, but is not limited to, the review of public records, credit reports, police records, participant records in the Department of Labor and Division of Public Assistance databases, participant tax returns, and school records.

To obtain or attempt to obtain housing assistance by committing fraud is a criminal offense under federal and state laws. If a family does not timely report all income or family members, the family must repay any subsidy which was overpaid. Repeated failure to accurately and timely report changes may be cause to terminate the family's rental assistance.

#### **2.C.4 Notices from AHFC**

AHFC sends all notices to the family through the mail. It is important that the family always provides AHFC with its current mailing address. If a family does not tell AHFC otherwise, AHFC will assume mail is received at the unit address.

#### **2.C.5 Notices Between Family and Landlord**

Families are required to notify a landlord in writing when they require repairs to their unit or when giving notice to move. For moves, notices must be given in accordance with the deadlines described in the lease agreement. Families are responsible for providing a copy of the notice to AHFC.

#### **2.C.6 Portability and Moves**

A family that wishes to move or port must first make a written request for approval to AHFC before moving. See the Voucher Shopping Areas section in this handbook.

A family may move only once in any 12-month period. Families that need to end a lease early must have the landlord's agreement to end the lease. Families should ask their AHFC representative about the *Lease Termination Agreement* procedure. AHFC will require the family to remain in their next unit for the entire initial term of the next lease before being allowed to move again.

#### **2.C.7 Regular Examinations**

Families are required to recertify their eligibility for the voucher program on a regular basis. Approximately 90 days before the examination is due, AHFC will notify the family in writing that the regular examination due date is approaching. The family must complete the process before the due date to be eligible for continued rental assistance.

AHFC compares the income, employment, and household composition that families report to state and federal databases that include the U.S. Department of Health and Human Services, National Directory of New Hires, Alaska Department of Labor, and the Social Security Administration.

The family may receive a packet in the mail to complete and return, or the family may be scheduled for an appointment. A family may always request to attend an in-person appointment if they desire it.

#### **2.C.8 Families on a Time-Limited Voucher**

Families with a time-limited voucher are eligible to move as long as they have a minimum of 12 months of housing assistance remaining.

### 3. Briefing Packet

The family must know their responsibilities under the voucher program. The briefing packet contains all the information the family will need to lease a unit and remain successful on the program. Briefing packets are given to families once a family has either been determined eligible for voucher assistance or has decided to move to a new unit.

- The left side contains the information for the family. It includes this handbook, Fair Housing discrimination complaint, information on how to locate a unit, and required program forms.
- The right side contains information for the landlord and paperwork necessary to begin the leasing process. This includes the Landlord Handbook, lead-based paint information, and leasing paperwork.

### 4. The Voucher

Each eligible family attending a briefing class is assigned a voucher. This is a contract between the family and AHFC making the family eligible to receive housing assistance. One of the key advantages to receiving voucher assistance is that the rental assistance is tied to the family, rather than the unit. This means that if the family chooses to move, the rental assistance moves with them.

#### 4.A Voucher Classifications

Each family receives their classification at their eligibility appointment. Under Moving to Work, AHFC has divided its voucher families into four groups:

1. **Classic Program** – these are families where all adult household members are elderly (62 years of age and older) or a person with a disability (as defined in 24 CFR 5.400). These families may include minors and dependent full-time students (under the age of 24 and enrolled full-time at an educational institution).
2. **Step Program** – these are families where at least one adult member of the household is considered “work-able”.
3. **Set Aside Program** – these are families under specialty or set aside vouchers that have rules that pertain only to their voucher type.
4. **Traditional Program** – these are families under a specialty or set aside voucher that uses traditional HUD rental calculation rules.

#### 4.B Time-Limited Assistance

Several of AHFC’s vouchers have time limits attached to the rental assistance. Vouchers with limits are listed below.

Voucher	Time Limit
Empowering Choice Housing Program (ECHP)	Three years
Step Program	Five years

#### 4.C How the Voucher Works

When a family finds a unit:

- AHFC verifies the family is eligible to lease the unit.
- AHFC inspects the unit to make sure that it meets HUD's Housing Quality Standards (HQS). See the HQS section in this handbook.
- The family contracts with the landlord to lease the unit.
- AHFC contracts with the landlord to help pay the rent for the unit.

Once leased, the family makes its monthly payment to the landlord, and AHFC makes its monthly payment to the landlord. Together, these payments equal the rent of the unit.

#### 4.D Voucher Information

The front page of the voucher contains information for the family including:

- The family's subsidy level
- The amount of time the family has to shop for a unit
- Any extensions granted to the family to shop
- The family's signature

The back page of the voucher contains information about the family's obligations under the voucher program, the right of the family to report illegal discrimination, and an explanation of extensions and expiration of the voucher. See the Family's Role section in this handbook for the rules on the back of the voucher as well as family rules in HUD regulations.

#### 4.E Shopping Time

Most AHFC vouchers grant an initial period of 60 days to look or "shop" for a unit. The deadline is listed on the front page of the voucher. Families must actively look for a place to live during that time. The family should use the *Progress Report* in the briefing packet to document search efforts.

Families must keep track of their voucher expiration date. Once the voucher expires, the family is no longer eligible for rental assistance and may have to reapply through the waiting list. AHFC will send a written notification to the family when the voucher expires.

If a family cannot find a unit during the first 60-day period, the family may ask for two separate, 30-day extensions. **AHFC will only grant a maximum of 120 days to shop.** To ask for an extension, families must bring their completed *Progress Report* and their voucher to the office where the voucher was issued before the voucher expires.

#### 4.F Voucher Shopping Areas

The voucher is available for use in the local AHFC office's geographic area. The areas or communities covered are listed on the top of the *Progress Report* form in the briefing packet. Generally that area is no more than 50 road miles from the local AHFC office.

**Under no circumstances should a family move from or leave an area without first discussing options with the local AHFC office.** AHFC will explain how the process works

and determine if the family is eligible. If the family leaves without first receiving permission, the family may lose their voucher assistance.

#### **4.F.1 Move to Another AHFC Community**

AHFC has a residency requirement for families that receive a voucher and wish to immediately move the voucher to another AHFC voucher community. The family must have established residency in the issuance area at least 30 days prior to the date of the housing assistance application. If the family met the residency requirement, the family may transfer their voucher. If not, the family must complete the initial lease term in the issuance area before moving.

If the family is eligible to move their voucher, they may move it to any AHFC voucher community listed in Section B.1 above. Because voucher families are eligible to move their rental assistance to other AHFC voucher jurisdictions, any family applications on voucher waiting lists in other communities will be withdrawn once the family leases.

#### **4.F.2 “Ports” Outside Alaska**

AHFC has a residency requirement for families that receive a voucher and wish to immediately port the voucher outside of Alaska. The family must have established residency in the issuance area at least 30 days prior to the date of the housing assistance application. Families eligible to port their voucher must move to an area with a public housing agency that operates a voucher program.

#### **4.F.3 Portability Restrictions**

Families in the Step Program are prohibited from porting unless they have one of the following family circumstances:

- The family must move as a reasonable accommodation for a disability.
- The family must move to exercise protections available under the Violence Against Women Act.
- The family will be absorbed by the receiving housing authority.

#### **4.F.4 Exceptions**

AHFC may make exceptions to its portability and moving rules on a case-by-case basis. Families may contact their local AHFC representative if they feel they require an exception.

## **5. Searching “Shopping” for Housing**

In the voucher program, the family chooses the unit type, size, and features, the neighborhood, and the unit’s nearness to a job, services, or schools. This means that the family can decide which housing type best fits their needs and budget.

If the family chooses to rent a unit that is smaller than the level listed on the voucher, the unit must contain at least one bedroom or living/sleeping room for each two persons to meet HUD’s Housing Quality Standards (HQS).

## 5.A Shopping Resources

To locate a unit, use resources that are available in the community, including:

- Alaska Housing Locator ([www.alaskahousinglocator.us](http://www.alaskahousinglocator.us))
- Newspaper classified ads
- Apartment “Blue Books”
- Radio, television, and Internet listings
- Friends and family
- AHFC listings in each office
- Public bulletin boards (libraries, supermarkets, boat harbors, etc.)

Families should consult *A Good Place to Live!* in the briefing packet for tips on selecting a unit.

## 5.B Accessible Unit Resources

If a family needs help locating a unit with accessible features, AHFC suggests looking at the Alaska Housing Locator at [www.alaskahousinglocator.us](http://www.alaskahousinglocator.us). Landlords post available vacancies and have the ability to indicate if they are offering a unit with accessible features. Each local AHFC office may also have additional resources for accessible units for rent.

## 5.C Units Not Eligible

The following unit types are not eligible under the voucher program:

- A privately-owned Section 8 Project-Based subsidized unit
- A unit occupied by the owner
- A unit owned by an immediate family member (parent, child, grandparent, grandchild, sister, or brother). An exception may be requested for a unit with features that accommodate an individual with a disability.
- A nursing home or medical facility
- A college or other school dormitory
- A unit on the grounds of a public or private penal, medical, or mental institution

If the family has questions while shopping, please contact the local AHFC representative. They are familiar with many neighborhoods and possible ineligible units.

## 5.D Information to Landlords

When requested, AHFC will provide landlords with each family’s current and prior address. AHFC will also provide landlords with the name and contact information for each family’s current and prior landlord (if known).

## 6. The Leasing Process

When the family finds a unit they wish to rent, the family will follow the steps below. All paperwork must be delivered to AHFC **on or before** the expiration date on the voucher.

1. Along with the landlord, the family will complete and sign all necessary forms in the Landlord Papers packet.

2. The family and/or the landlord must return the packet along with a copy of the proposed lease to AHFC. Include any house rules, furniture, or other rental agreements.
3. AHFC will schedule an inspection of the unit.
4. The family will tell the landlord the date and time of the inspection.
5. The family, AHFC, and the landlord will attend the inspection of the unit.
6. If the unit passes the inspection, all paperwork will be signed to begin rental assistance.

## **6.A Landlord Papers**

These are papers in the briefing packet that contain all the paperwork necessary for AHFC to collect information about the unit and the landlord. AHFC must receive the entire packet before scheduling the inspection. The family may return the entire packet or a part of the packet to AHFC. If the landlord does not wish the family to return the paperwork containing the landlord's tax identification information, the landlord may send that paperwork directly to AHFC. AHFC will not schedule an inspection until the entire packet is returned.

The family will keep the Family Handbook. The HAP Contract and Landlord Handbook are for the landlord to keep and read.

## **6.B The Lease**

The lease is a contract between the family and the landlord. AHFC is not a party to the lease. Federal regulations require an initial lease term of one year. AHFC may approve a shorter lease to help a family secure housing in areas where a shorter lease term is the prevailing practice. After the initial term, the family and the landlord are free to negotiate the lease terms (i.e., month-to-month, 6 months, etc.).

The lease must comply with the Alaska Uniform Residential Landlord and Tenant Act (Alaska Statute 34.03). If you have questions about what the law requires, you can find a full copy of the Alaska Landlord and Tenant Act on AHFC's website at [www.ahfc.us](http://www.ahfc.us).

### **6.B.1 Minimum Lease Requirements**

The lease should include the name of the landlord, names of all household members, the unit address, responsibilities for payment of utilities for both parties, the amount of the rent, the start and end date of the lease, and spaces for both the landlord and tenant to sign.

### **6.B.2 Security Deposit**

Families in the voucher program pay the same security deposit as families not receiving housing assistance. By law, that amount may not exceed two month's rent.

### **6.B.3 Tenant-Paid Expenses**

The lease may contain other expenses allowed under Alaska law. These may include: security deposit, supplemental agreements for items like furniture, parking space rental, or cable or Internet services. Copies of any supplemental agreements must be provided to AHFC along with the lease.

The family may also be responsible for paying a utility deposit or a connection or transfer fee. Any tenant-paid utilities must be placed in an adult family member's name.

#### **6.B.4 Prohibited Actions**

The family may not sign additional agreements outside of the lease for additional rent or utility charges. This includes a verbal agreement to pay more for a unit than what is listed in the lease. The lease may not include charges for services like health care providers, food programs, or chore services. Lastly, the landlord may not charge a voucher holder more rent than tenants in similar unassisted units.

#### **6.C Tenancy Addendum**

The Tenancy Addendum is attached to the lease and amends it to comply with federal requirements. It provides protections to the family during the term of the lease. A copy of a sample Tenancy Addendum is in the briefing packet.

#### **6.D Rent Reasonableness**

AHFC will compare the rent asked by the landlord with typical rents charged for similar units and decide if the rent is reasonable. AHFC cannot provide rental assistance to a unit if it is not reasonable. AHFC may help negotiate the rent with the landlord if it is found not reasonable. The family may negotiate the rent with the landlord if it exceeds the family's budget.

#### **6.E Housing Quality Standards (HQS) Inspection**

AHFC is required to inspect all units before beginning subsidy and on a regular basis to ensure they meet federal Housing Quality Standards (HQS). HQS inspections are mandated by Congress to prevent families from using a voucher in substandard housing.

After the initial move-in inspection, AHFC must re-inspect on a regular basis. Additional inspections may occur due to a family or landlord complaint or due to a HUD-required quality assurance inspection. The family's cooperation is required. The inspector will need access to:

- All areas of the unit including storage areas, windows, electrical outlets, switches, and smoke and carbon monoxide detectors.
- Any building areas that have items such as water heaters or furnaces for the unit.

##### **6.E.1 The Move-In Inspection**

Refer to the exhibits for the *HQS Requirements*. An HQS inspection cannot be performed if:

- the unit is occupied by another family
- the utilities are not turned on. AHFC must be able to test the electrical outlets and appliances to ensure they are working.

##### **6.E.2 Typical HQS Violations**

The following items are commonly failed during an HQS inspection: missing or inoperable smoke or carbon monoxide detectors, electrical hazards, inoperable windows, tripping or falling hazards, and improperly plumbed hot water heaters or baseboard heating systems.



The family should make sure that furniture or other items do not block electrical outlets or window openers. The family should also make sure that AHFC can access any areas that the family has locked or secured.

### **6.E.3 Smoke and Carbon Monoxide Detectors**

These devices must be operable at the time of the inspection. In most leases, the tenant is responsible for keeping charged batteries in the units. Do not disable these devices or remove the batteries. These are critical, life-saving devices.

### **6.E.4 Lead-Based Paint**

If the family selects a unit that was built prior to January 1, 1978, the unit may have lead-based paint. Lead-based paint is a serious hazard for children 6 years of age and younger. See the briefing packet for the booklet, *Protect Your Family from Lead in Your Home*. Refer to the landlord paperwork for the *Lead-Based Paint Disclosure* form.

### **6.E.5 Mobile Home Tie Downs**

All mobile homes must have tie downs. See the exhibit called *Mobile Home Tie Downs* for more information on their placement.

## **7. Termination of Assistance**

AHFC may terminate assistance for a family because of the family's action or failure to act based on HUD regulations, voucher terms and conditions, and the AHFC Housing Choice Voucher Administrative Plan (see 24 CFR 982.552 and 982.553). Termination of assistance may include terminating or refusing to enter into a HAP Contract or approve a lease and refusing to process or provide assistance under portability procedures. AHFC will provide an opportunity for an Informal Hearing before terminating housing assistance.

### **7.A Expiration of Assistance Period**

When a family has exhausted the period of assistance available to them, AHFC will terminate their housing assistance.

### **7.B Failure to Complete Financial Literacy Requirement**

Under Moving to Work Activity 2014-1 approved by the AHFC Board of Directors on February 27, 2013, families designated as participants in the Step Program must complete a financial literacy course. Step Program families that fail to complete the financial literacy requirement within the first year of assistance will be given one additional year to complete the requirement. If the family does not complete the requirement, they are terminated at the end of their current lease or HAP Contract term. All Step Program families receive the *Financial Literacy Requirement* handout at their eligibility appointment. Families may ask their local AHFC representative for another copy at any time.

### **7.C Ineligibility Under the Student Rule**

AHFC must terminate assistance due to ineligibility if any family member fails to meet the requirements concerning individuals enrolled at an institution of higher education.

## **7.D Family Action or Inaction**

AHFC will terminate assistance for the following action or inaction on the part of the participating family, household members, or other persons under the family's control. The action or failure to act includes but is not limited to:

1. If no family member can satisfy the eligibility requirements under the Citizenship Rule (24 CFR 5, Subpart E).
2. Prior or current commission of fraud, bribery, or any other corrupt or criminal act in connection with any federal program.
3. If any family member currently owes rent or other amounts to AHFC or to another Public or Indian Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
4. Refusal to pay in full, or enter into a payment agreement for monies owed to AHFC.
5. Defaulting on a payment agreement without paying the balance in full upon demand by AHFC in accordance with Chapter 13, Debt.
6. Absence from the unit by the entire family that violates the Absence from the Unit Policy, Exhibit 6-5. See Absences from the Unit at the end of this handbook.
7. Engaging in or threatening abusive or violent behavior toward AHFC personnel.
8. If a family received a preference for "Displacement due to Domestic Violence" and adds the perpetrator to the household without prior AHFC permission.
9. Failure to complete the regular examination process.
10. If a family member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
11. Commission of drug-related criminal activity, violent criminal activity, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment by other residents and persons residing in the immediate vicinity of the premises, regardless of whether the household member was arrested or convicted.
12. Engaging in the abuse of alcohol or a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
13. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony. In New Jersey, the term for felony is "high misdemeanor".
14. Violating a condition of probation or parole imposed under federal or state law.

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

### **7.E Violation of Family Obligations**

AHFC will terminate assistance to families who fail to comply with their family obligations specified in the Family's Role section above.

### **7.F Protections for Victims of Abuse**

The Housing Assistance Payments Contract provides protection to victims of abuse in accordance with The Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA). A landlord may not treat an incident or incidents of actual or threatened domestic violence, dating violence, stalking, or sexual assault as the only cause for serious or repeated violations of the lease or other "good cause" for termination of a victim. For more information, refer to Part 8 of the Tenancy Addendum for further information. You may access VAWA at [www.gpoaccess.gov/plaws/index.html](http://www.gpoaccess.gov/plaws/index.html).

## **8. Rental Subsidy Factors**

AHFC must look at several factors when it determines how much subsidy will be paid on behalf of each family. A discussion of each factor is listed below.

### **8.A AHFC Subsidy Standards**

The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. The subsidy standards are applied to all families of like size and composition. AHFC reserves the right to determine the family's subsidy standard. For more information, see the Subsidy Standard exhibit.

### **8.B The Payment Standard**

The "Payment Standard" is a general rent guideline that is tied to the number of bedrooms in the unit or the family's subsidy level, whichever is less. It limits the amount of assistance AHFC can pay for a household. The payment standard assigned to a family is listed on page 2 of the *Briefing Statement and Family Obligations* in the briefing packet.

- If a family can afford to choose a larger size unit than the subsidy level assigned, the family must pay the difference.
- If a family chooses a smaller size unit than the one assigned, AHFC may need to recalculate the family's maximum gross rent.

AHFC encourages a family to speak with AHFC if they have any questions about their shopping budget.

### **8.C Family Contribution**

Families are required to make a contribution each month from their income toward their rent. If a family chooses to rent a unit that costs more than the payment standard, the family will be required to pay this difference each month. The family's minimum required contribution is based on the family's total income or a pre-determined subsidy schedule.

### **8.C.1 Rent Reform Income-Based Formula**

This includes families in the Classic and Set Aside Programs and families in the first year of assistance under the Step Program. These families will contribute a minimum of 28.5 percent of gross monthly income toward rent.

- Classic or Set Aside Program families with no or minimum income will be required to pay \$25 toward their rent.
- Step Program families with no or minimum income will be required to pay \$100 toward their rent.

### **8.C.2 Traditional Income-Based Formula**

These families will contribute the greater of 1) 30 percent of adjusted monthly income or 2) 10 percent of gross monthly income. Families with no or minimum income will be required to pay \$50 toward their rent.

### **8.C.3 Fixed Subsidy Formula**

For families on a fixed subsidy schedule, AHFC will pay the fixed amount directly to the landlord. Families must pay the rest of the rent out of their income. The exhibit *How Your Rent is Determined* describes how AHFC calculates the family portion.

### **8.D Tenant-Paid Utilities**

The lease must clearly state which, if any, utilities a tenant must pay. Any utilities that must be paid by the family must be listed in an adult family member's name. A landlord may evict a family for failure to pay the required utilities. Families on a fixed subsidy payment will not receive a utility allowance. Families should consider the monthly cost of tenant-paid utilities when shopping for a unit.

While a family is on an income-based rent, the family will receive an allowance to help pay for tenant-paid utilities. This allowance is not meant to match the amount of the monthly utility bill, but is an average amount paid by families for similar utilities in that area. AHFC includes a handout in the briefing packet showing the amounts paid for each utility source and appliance.

- In the winter, utility bills will typically be more than the utility allowance. Families must make up the difference.
- In the summer, utility bills will typically be less than the utility allowance. Families are allowed to keep the savings.

If a family's utility allowance exceeds the family's total tenant payment, the family's rent portion will be zero (\$0). AHFC will not pay a utility reimbursement to the family.

### **8.E Maximum Rent**

While a family is on an income-based formula, the family has a maximum rent restriction at the time of their initial leasing. The Family Maximum Gross Rent is calculated by adding AHFC's maximum subsidy to the family's maximum contribution (typically 40 or 50 percent of monthly income). This is then compared to the gross rent (rent plus tenant-paid utilities) the landlord is charging for the unit. The family cannot exceed the Family Maximum Gross Rent listed on the *Briefing Statement and Family Obligations*. There are no exceptions.

## **9. Grievances**

Families have the right to dispute certain AHFC decisions. The AHFC grievance procedure follows requirements in federal law at 24 CFR 982.554 and 24 CFR 982.555. AHFC will automatically notify a family if they are entitled to participate in the grievance process. See the exhibits for explanations of the applicant and participant procedures.

## **10. Hardship Policy**

AHFC has a hardship policy for families with circumstances that cause a financial hardship and render them unable to pay their portion of rent.

- Minimum Rent – families subject to a minimum rent requirement may ask for an exception under this procedure. See *Minimum Rent Hardship Exemption* in the exhibits.
- Bridge Process – families that experience an extraordinary change in life circumstances that significantly impacts the family’s income may be eligible for this procedure. See *Bridge Application Information* in the exhibits.

## **11. Family Resources**

If the family is in the Anchorage jurisdiction, the Gateway Learning Center offers a variety of resources for families. These include: employment search assistance, computer classes, career workshops, job coaching, and financial and educational resources. Contact them directly at (877) 254-6257 (toll-free) or (907) 277-2450 (in Anchorage).

If the family is in the Juneau jurisdiction, the Learning Center is located in Cedar Park. To contact staff at the Center, call (907) 586-2937.

### **11.A Jumpstart**

Jumpstart is available to participants of AHFC’s rental assistance programs who wish to increase income from employment and decrease dependence on housing assistance. The program is seen as a key component in supporting AHFC Step Program families working toward economic independence. Contact the local AHFC office for more information and referrals to the FSS program.

### **11.B Local Community Resources**

Each AHFC office has a resource sheet detailing available support services in their jurisdiction. Families may contact the local AHFC representative for this list or a copy of a list from other AHFC communities.

### **11.C Complaint Resources**

Families have the right to contest an eviction in court. Family tenancy rights are detailed in the Alaska Uniform Residential Landlord and Tenant Act (Alaska Statute 34.03). Alaska Legal Services, Inc., provides low-cost legal advice for tenant-landlord disputes.

### **11.D Questions or Concerns**

If in doubt, ask! AHFC personnel are available during standard business hours to assist families with the voucher program. Good communications between the family, the landlord, and AHFC will guarantee success in finding and keeping an affordable rental unit.

## **12. Exhibits**

AHFC will provide a reasonable accommodation to enable persons with disabilities to participate in any of the processes described in this section. Ask the local AHFC office for more information and assistance.

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### **12.A Applicant Informal Review**

A voucher program applicant may appeal certain decisions made by AHFC in the administration of the program. The appeal process is found in federal regulations at 24 CFR 982.554. The CFR is available at [www.gpo.gov](http://www.gpo.gov).

#### **Review Topics**

AHFC **will** provide an Informal Review for actions which adversely affect an applicant's position on or eligibility for the waiting list or an applicant's eligibility for the voucher program. Examples include:

- Removal of a preference;
- Assignment of a subsidy level to a family;
- Denial of an application due to family failure to meet any screening criteria; and
- Withdrawal of an application from the waiting list for any reason other than failure to respond to a waiting list letter or returned mail.

AHFC **will not** provide an Informal Review for any of the following reasons.

- Establishment of preferences, AHFC subsidy standards or schedule of utility allowances;
- The disapproval of an extension or suspension of a voucher term;
- Failure of the family to utilize the voucher before its expiration date;
- An administrative decision to deny tenancy in a particular unit;
- A determination that the unit selected by the family does not comply with HQS because of the family size or composition;
- A determination that a unit selected by the family does not comply with Housing Quality Standards (HQS); or
- Discretionary administrative determinations by AHFC, general policy issues, or class grievances.

#### **Requesting an Informal Review**

AHFC notifies an applicant in writing when it takes an action against the applicant. The notice tells the applicant:

- what action was taken and includes any back-up information
- if the applicant has the right to request an Informal Review.

Applicant written requests for an Informal Review must be postmarked or received by AHFC within ten (10) calendar days of the date of the AHFC notice.

### **The Informal Review Process**

AHFC will provide applicants with a review within 30 calendar days of the request. The review may not be delayed unless approved for good cause by the PHD Director or designee.

A friend, lawyer, or helper(s) may assist you at the review. Attorney fees or other expenses are at your expense. Prior to the review, you may review any AHFC records in your file. AHFC possesses a similar right to examine documents you plan to submit.

At the review, you may present written or oral objections to AHFC's decision, call any witnesses you would like, and give AHFC any documents you think are relevant. AHFC will provide a written decision within ten (10) business days, stating the reasons for the decision.

### **Outcome of Review**

If AHFC overturns the action, your application may continue uninterrupted. If AHFC upholds the action, the original contested notice remains in force.

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## **12.B Rent Change Informal Hearing**

A Housing Choice Voucher participant may appeal income and rent determinations made by AHFC. The appeal process is found in federal regulations at 24 CFR 982.555. The CFR is available at [www.gpo.gov](http://www.gpo.gov).

**Requesting an Informal Hearing:** If a family believes AHFC's income or rent calculations are incorrect, the family has the right to request an informal hearing. Participant written requests must be postmarked or received by AHFC within ten (10) business days of the date of the AHFC notice. If AHFC mailed the letter, participants have an additional three (3) calendar days to submit a written request.

Prior to the hearing, AHFC will invite the family to a meeting called an "administrative review" to try to resolve the disagreement. The family may accept or decline the invitation. If the family is not satisfied with the outcome of this meeting, the family is still entitled to the hearing.

**The Informal Hearing Process:** AHFC will provide a family with a hearing within 30 calendar days of the request. The hearing may not be delayed unless approved for good cause by the Public Housing Division Director or designee.

A friend, lawyer, or helper(s) may assist the family at the hearing. Attorney fees or other expenses are at the family's expense. Prior to the hearing, the family may review any AHFC records in your file. AHFC possesses a similar right to examine documents the family plans to submit.



At the hearing, the family may present written or oral objections to AHFC's decision, call any witnesses the family would like, and give the hearing officer any documents the family thinks are relevant. The hearing officer may consider evidence without regard to its admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer will provide a written decision within ten (10) business days of the hearing, stating the reasons for his or her decision. AHFC will promptly furnish the family with a copy of the finding.

**Your Benefits Pending Your Hearing:** AHFC will not increase the family's rent portion until after the hearing officer's decision unless the family failed to attend an examination appointment with AHFC at least 30 days before the date of the family's examination effective date.

**Outcome of Hearing:** If the hearing officer finds that the family's rent portion was originally calculated correctly by AHFC, the family must reimburse AHFC for any overpayments made to the landlord during the pendency of the hearing request. The family's payment is due 30 days from the date of the hearing officer's decision.

If the hearing officer finds that the family's rent portion was calculated incorrectly by AHFC, the family will be reimbursed for any overpayments made to the landlord. The family will be reimbursed within 30 days of the hearing officer's decision.

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## **12.C Participant Informal Hearing**

A voucher program participant may appeal certain decisions made by AHFC in the administration of the program. The appeal process is found in federal regulations at 24 CFR 982.555. The CFR is available at [www.gpo.gov](http://www.gpo.gov).

### **Eligible Hearing Topics**

AHFC **will** provide an Informal Hearing for the following types of determinations.

- A determination of the family's annual or adjusted income and the use of such income to compute the family's rental portion;
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the utility allowance schedule;
- A determination of the unit size assigned to participants under AHFC's subsidy standards;
- A decision to terminate assistance because of the participant's action or failure to act;
- A decision to terminate assistance because the participant has been absent from the assisted unit for longer than the period permitted under AHFC's policies;
- A decision to terminate assistance due to a family's violation of Housing Quality Standards (HQS);
- A decision not to grant a reasonable accommodation request for a family member with a disability;
- A denial of a hardship exemption to the minimum rent requirement (24 CFR 5.630).



### **Ineligible Hearing Topics**

AHFC **will not** provide an Informal Hearing for any of the following reasons.

- AHFC discretionary administrative determinations, general policy issues, or class grievances;
- A determination not to approve a unit or tenancy;
- Establishment of AHFC's subsidy standards and schedule of utility allowances;
- A determination not to approve an extension or suspension of a voucher term;
- Failure by the family to utilize the voucher prior to the expiration date;
- A determination that an assisted unit is not in compliance with the Housing Quality Standards;
- A determination that a unit is not in accordance with Housing Quality Standards because of the family size or composition;
- A determination to exercise or not to exercise any right or remedy against the owner under a Housing Assistance Payments contract.

### **Requesting an Informal Hearing**

AHFC notifies a participant in writing when it takes an action against the family. The notice tells the family:

- what action was taken and includes any back-up information
- if the participant has the right to request an Informal Hearing

Participant written requests for an Informal Hearing must be postmarked or received by AHFC within fifteen (15) business days of the date of the AHFC notice.

Prior to the hearing, AHFC will invite the family to a meeting called an "administrative review" to try to resolve the disagreement short of a hearing. The family may accept or decline the invitation. If the family is not satisfied with the outcome of this informal meeting, the family is still entitled to the hearing.

### **The Informal Hearing Process**

AHFC will provide the family with a hearing within 30 calendar days of the request. The hearing may not be delayed unless approved for good cause by the PHD Director or designee.

A friend, lawyer, or helper(s) may assist the family at the hearing. Attorney fees or other expenses are at the family's expense. Prior to the hearing, the family may review any AHFC records in their file. AHFC possesses a similar right to examine documents the family plans to submit.

At the hearing, the family may present written or oral objections to AHFC's decision, call any witnesses the family would like, and give the hearing officer any documents the family thinks are relevant. The hearing officer may consider evidence without regard to its admissibility under the rules of evidence applicable to judicial proceedings.

The hearing officer will provide a written decision within ten (10) business days, stating the reasons for the decision. AHFC will promptly furnish the family with a copy of the finding.

## **Your Section 8 Benefits Pending Your Hearing**

AHFC must give the family the opportunity for an Informal Hearing before it stops making payments to the landlord, provided the family receives assistance under a current HAP Contract.

## **Outcome of Hearing**

If the hearing officer overturns the AHFC action, assistance may continue uninterrupted. If the hearing officer upholds the AHFC action, the original contested notice remains in force.

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## **12.D Minimum Rent Exemption Process**

A family subject to the minimum rent requirement may request an exemption due to a financial hardship. This process is found in federal regulations at 24 CFR 5.630. The CFR is available at <http://www.gpo.gov>.

### **Financial Hardship Types**

The following situations are eligible for an exemption:

- The family has lost eligibility for or is waiting on an eligibility determination for a federal, state, or local assistance program.
- The family would be evicted as a result of the minimum rent requirement.
- The income of the family has decreased because of changed circumstances, including loss of employment.
- A death in the family has occurred.
- The family is paying more than 50 percent of their monthly adjusted income towards unreimbursed childcare or medical expenses.
- The family has incurred additional, unplanned expenses as the result of a family emergency.
- Other good cause as determined by AHFC.

### **Requesting an Exemption**

In order to qualify for an exemption, the family must complete and submit the *Minimum Rent Exemption Request*. The family must either mail the form or submit it to AHFC in person within fourteen (14) calendar days of:

1. the date of a *Notice of Rent Change*, **OR**
2. the date of a Correctable Notice to Quit and Lease Termination for Nonpayment of Rent, **OR**
3. the date of the financial hardship event.

### **The Exemption Process**

Once AHFC receives the request:

- The family's request will go to the Hardship Exemption Committee for a decision.
- The family will not be charged any late rent fees while the request is processed.
- The family will not be evicted for nonpayment of rent while the request is processed.
- If the Committee is unable to render a decision prior to the first of the month, AHFC will suspend the minimum rent.

- During the suspension period, AHFC may require the family to pay an income-based rent.

### **Exemption Committee Options**

If the request for a hardship exemption is granted, the Committee may:

- Reduce the rent to an income-based formula
- Waive the minimum rent requirement
- Grant additional income allowances for unreimbursed, verified childcare or medical expenses
- Any combination of the above

### **Outcome of Request**

The family will receive a *Minimum Rent Exemption Decision* letter from the Committee. The family will be responsible for repaying any suspended amounts to AHFC. Once the exemption has ended, AHFC will arrange a payment plan with the family.

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## **12.E Bridge Application Information**

The Bridge Process is designed to address family financial hardships that occur due to extraordinary situations. Families must submit a *Bridge Application* along with appropriate documentation to begin the process.

**Reasonable Accommodation:** AHFC will provide a reasonable accommodation to enable a person with a disability to participate in the Bridge Process. Please contact your local AHFC office for more information and assistance with this process.

**Qualifiers:** The Bridge Process is designed to address financial hardships that occur due to extraordinary situations. To qualify:

1. The family must have an extraordinary change in life circumstances that significantly impacts the family's income; **AND**
2. The hardship must be of long-term or permanent duration (at least 90 days); **AND**
3. The hardship event must cause the family to experience a shelter burden in excess of 50 percent of gross or adjusted monthly income.

In addition, all families must:

- Be in compliance with AHFC policies; **AND**
- Submit a Bridge Application with appropriate documentation.

**Application:** The family must submit verification of their extraordinary change and all income to support their application.

**Preliminary Review:** The family's application may be reviewed at Tier 1 or Tier 2.

1. Tier 1: The local AHFC office will review the family's application to determine if:
  - The application is complete and circumstances are verified; **AND**
  - The family's circumstances meet minimum Bridge qualifications, **AND**
  - Possible solutions are available under other AHFC policies and procedures

The Local AHFC Office may be able to provide the qualifying family with an immediate, short-term rent decrease or Safety Net, if:

- The family has permanently lost household member(s) with income;
- A medical or health condition is preventing an employed adult from working or is causing a decrease in work hours (limited to 3 months)
- The family has experienced an unexpected income loss (limited to 2 months). Families provided this Safety Net:
  - Will be referred to Jumpstart, AHFC's Family Self Sufficiency Program;
  - Must be willing to seek and obtain employment or become actively engaged in job training; and
  - Will only be considered for a Safety Net extension based on the family's employment barriers and participation in efforts to achieve financial self-sufficiency.

2. Tier 2: Qualifying applications that cannot be addressed under Tier 1 will be forward to the Regional Managers for subsequent review (Tier 2). Under Tier 2 AHFC may:
  - Provide extensions to Safety Nets (limited to a total of six (6) months, including time offered under Tier 1);
  - Provide exemptions or deductions from income due to unreimbursed expenses for medical or child care that would have been considered prior to AHFC's Rent Reform.
  - Forward the application for consideration by the Bridge Committee.

**Preliminary Review Decision:**

The family will be provided with a written determination. This letter will include:

- The review decision and the reasons for the decision;
- A determination regarding the amount, and duration of any temporary rent reductions, if awarded;
- How to request a review should the family disagree with the decision

**Review of the Preliminary Decision:**

If the family disagrees with the Preliminary Review decision:

- The family must submit a written request for a review to AHFC within ten (10) business days of the date of the written decision.
- Tier 1 decisions will be reviewed at Tier 2 by the Regional Managers.
- Tier 2 decisions will be reviewed by the Director of Housing Operations.
- The Director of Housing Operations' decision is a final determination.

**Bridge Committee Review:** The Bridge Committee meets quarterly to review applications and make decisions.

**Family Rent While Awaiting Committee Review:** Once a family's request has been submitted for Committee review, the family's rent may be adjusted to 50 percent of gross or adjusted monthly income (if asking for expenses). This rent will remain in effect until the Committee has issued its written decision.

**Bridge Packet:** A summary of family information, with identifying information removed, will be presented to the Committee. This information will include:

- The family's annual income (before and after the change in circumstance)
- The family's shelter burden
- The family's demographic information (number of work-able adults, number of disabled family members, number of elderly family members, number of minors)
- The family's explanation of their circumstances as provided on the Bridge Application

**Committee Decision Factors:** The Committee will review the family's Bridge Packet and may consider the following factors:

- The number of previous family hardship requests
- The family's level of participation in Jumpstart
- Any family efforts toward financial independence
- Any family efforts to remediate the hardship

**Decision Options:** The Committee may:

- Determine the level and duration of any family rent reductions
- Decide to extend a family's rental assistance beyond the five-year period
- Change the family's classification
- Any combination of the above
- Deny the family's request

**Written Decision:** The family will receive written notification with the Committee's decision. The letter will tell the family:

- The Committee's decision along with any rent adjustments
- The Committee's recommendations for family action to promote self sufficiency