Public Housing Department

Voucher Programs
Family Handbook

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The Voucher Process

Complete Certifications in RENTCafé	• Utilize AHFC's online portal to complete certifications • https://housing.ahfc.us
Complete the voucher briefing class	• Get voucher and shopping guidelines • Get leasing packet
"Shop" for a rental unit	• Alaska Housing Locator at https://locator.ahfc.us • Check potential units are within budget at https://ahfc-calculator-v2.bubbleapps.io
When a unit is selected, fill out landlord papers with landlord	• Family may return paperwork to AHFC • Landlord may send paperwork to AHFC
Schedule an inspection	• Get inspection date • Tell landlord inspection date and time
Attend inspection at unit with AHFC and landlord	• If unit passes, sign paperwork to begin assistance • If fails, landlord may correct and AHFC re-inspects
Receiving assistance	• Family pays its portion to the landlord • AHFC pays its portion to the landlord
Family responsibilities	• Family reports any changes in family members to AHFC • Family completes regular examinations as required
Family decides to move	• Notice given to landlord and AHFC • Family starts over with the process at the top of this chart

Table of Contents

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.

Throughout this handbook:

- The term "voucher" is used as a general term for vouchers.
- The term "landlord" is used as a general term for an owner, property owner, an owner's agent, or a landlord.
- The term "HAP Contract" is used as a general term for a Housing Assistance Payments Contract.
- The term "Applicant or Applicant Family" is used as a general term for a sole person or group of persons living together that has not begun voucher assistance.
- The term "Participant or Participant Family" is used as a general term for a sole person or group of persons living together that is receiving voucher assistance.

1. Fair Housing

It is the policy of AHFC to comply fully with all federal, state, and local nondiscrimination laws. In the voucher library there 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 materials;
- Call HUD's Fair Housing and Equal Opportunity office at (800) 669-9777 to file a complaint;
- Visit HUD's web site at https://www.hud.gov/reporthousingdiscrimination and follow one of the options 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 intake review.
- 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.

The voucher program relies on relationships between AHFC, the Owner, and the Family:

- AHFC and the Family are connected through the voucher
- AHFC and the Owner are connected through the HAP Contract
- The Family and the Owner 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.

Community	**Community**
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 National Standards for the Physical Inspection of Real Estate (NSPIRE)
- 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 NSPIRE, 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. Applicant families can fill out the Report of Change form in the voucher library. Participant families can complete this process in RENTCafé (https://housing.ahfc.us) through the Report A Change Tile. 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 NSPIRE breach caused by the family. These may include:
   a. Failure to pay tenant-paid utilities.
   b. Damages to the unit or premises caused by family members or guests.
   c. 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.
   a. The unit must be the family's only residence.
   b. No person not approved by AHFC may reside in the unit.
   c. The family must not own or have any interest in the unit.
   d. The family must notify AHFC and the landlord before the family moves out of the unit or terminates the lease.
   e. The family must not sublease or let the unit.
   f. 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:
   a. Supplying AHFC with the family's current mailing address and telephone number.
   b. Supplying information related to family absence from the unit.
   c. 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 Section 2.C.8 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.1 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 and sign the Report A Change in RENTCafé (https://housing.ahfc.us). Applicant families adding a new adult must complete a new intake certification.
- The new adult must pass AHFC's screening criteria.

2.C.2 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.3 Notices from AHFC

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

2.C.4 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. These notices can be uploaded through RENTCafé using the Document tile.

2.C.5 Portability and Moves

A family that wishes to move or port must first make a written request for approval to AHFC before moving.

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.6 Moving 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.

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 will complete the examination certification through RENTCafé or the family may be scheduled for an appointment. A family may request to attend an in-person appointment if they desire.

2.C.8 Absences from the Unit

A family is expected to reside continuously in a dwelling unit and may only be absent for brief periods, which is defined as 14 consecutive days. Absence means that no member of the family is residing in the unit [24 CFR 982.312]. AHFC may verify family occupancy in the unit, or absence from the unit, by such techniques as home visits, or calls or letters to the participant, landlord, or neighbors.

The procedures below cover the family's responsibilities under the voucher program. A family is responsible for notifying their landlord in accordance with the terms of their lease.

Family Notification

The family must notify AHFC in writing if an absence will exceed fourteen (14) consecutive days. This requirement is made known in the AHFC Voucher and agreed to by the participant. The family must also provide AHFC any reasonable information requested concerning the purpose of a family absence [24 CFR 982.551(i)].

Time Frames

The following policy explains the reporting requirements and time that a family may be absent while continuing to remain eligible for assistance. A twelve (12) month period is defined as twelve months from the date of an initial request to be absent. The reasons outlined below represent unique circumstances. In keeping with the purpose of 24 CFR 982, a family may not combine these unique circumstances to exceed the time limit of any one of them. This policy was approved by the AHFC Board of Directors on September 24, 2009 with Board Resolution 09-29.

General Absences

General absences from the dwelling unit, such as family visits or vacations, are limited to thirty (30) days total in any twelve (12) month period.

Medical Absences

- Absence from the dwelling unit is limited to a maximum period of sixty (60) days in any twelve-month period due to medical treatment, hospitalization, or rehabilitation; or to provide care for a spouse, child, or parent experiencing a serious health condition.
- Families requiring these types of absences must request permission from AHFC to be absent from the unit for more than fourteen (14) days.
- Extensions due to unforeseeable circumstances regarding hospitalization or rehabilitation of a family member may be granted for up to 30 additional days by the Public Housing Department Director or designee.

Employment

- Absence from the dwelling unit is limited to sixty (60) days in any twelve (12) month period resulting from temporary relocation due to employment.
- Families requiring this type of absence must request permission from AHFC to be absent from the unit for more than fourteen (14) days.
- Extensions due to extenuating circumstances may be granted for up to 30 additional days by the Public Housing Department Director or designee.

Incarceration

Absence from the dwelling unit due to incarceration for vehicular or minor crimes is limited to thirty (30) days in any twelve (12) month period.

Termination of Rental Assistance

If a family fails to provide proper notice of an absence in excess of 14 days or if a family is absent for longer than the maximum period permitted, housing assistance payments will cease, and the term of the HAP Contract and Lease will terminate. AHFC will withdraw the voucher, and the family will be responsible for paying the entire rent.

3. Briefing Materials

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

- Information for the family includes this handbook, Fair Housing discrimination complaint, information on how to locate a unit, and required program forms.
- Information for the landlord and paperwork necessary to begin the leasing process includes the Landlord Handbook, lead-based paint information, and leasing paperwork.
- The family may check potential units to ensure they are in their budget by visiting the Alaska Housing Voucher Calculator at https://ahfc-calculator-v2.bubbleapps.io.

4. The Voucher

Each eligible family that completes the 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 three 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 not elderly and not a person with a disability.
3. **Set-Aside or Special Purpose Voucher Program** – these are families under a special purpose voucher with rules that pertain only to their voucher type.

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
Foster Youth to Independence Initiative Program	Three years
Making a Home Program	Three years
Returning Home Program	Two 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 National Standards for the Physical Inspection of Real Estate (NSPIRE). See the NSPIRE exhibit.
- 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 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 120 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.

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 120-day period, the family may ask for two separate, 90-day extensions. **AHFC will only grant a maximum of 300 days to shop**. To ask for the first extension, families should contact the office where the voucher was issued. To ask for the second extension, families should provide their completed *Progress Report* 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. 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 2.A. 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 Fair Housing standards.

5.A Shopping Resources
To locate a unit, use resources that are available in the community, including:
- Alaska Housing Locator (https://locator.ahfc.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 materials 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 https://locator.ahfc.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 Leasing 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 Leasing Packet
This packet contains 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.

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 (part c of the Housing Assistance Payment contract) becomes an attachment 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 materials.

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 National Standards for the Physical Inspection of Real Estate (NSPIRE)

AHFC is required to inspect all units before beginning subsidy and on a regular basis to ensure they meet the federal NSPIRE protocol. NSPIRE 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 *NSPIRE Requirements*. An NSPIRE 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 NSPIRE Violations

The following items are commonly failed during an NSPIRE 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.

Smoke and Carbon Monoxide detection devices must be operable at the time of the inspection. Do not tamper or disable these devices. These are critical, life-saving devices.

6.E.3 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 materials for the booklet, *Protect Your Family from Lead in Your Home*. Refer to the leasing packet for the *Lead-Based Paint Disclosure* form.

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 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.C 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.D 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.E 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 https://www.justice.gov/ovw/violence-against-women-act.

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. Once a subsidy standard level is assigned, families are free to select a unit within their shopping guidelines that best fits the needs of the family.

Composition Factors

AHFC assigns no more than two persons per level, and AHFC will consider the following factors when assigning a subsidy standard level:

1. All minors who are expected to reside regularly (at least 50 percent of the time) in the unit will be counted, including:
   a. Those in the process of adoption by the family. During the process, the family must furnish AHFC with verifications from the adoption agent that the child has been matched with the family.
   b. Those in the process of placement with a foster family. The family must furnish AHFC with verification from the licensing agent that the family has been approved as a foster family. AHFC will grant the additional subsidy required for the placement of foster children in the home.
   c. Those obtained through custody agreements. The family must provide AHFC with custody verification.
   d. Those temporarily absent from the home due to placement in foster care. During the process, the family must furnish AHFC with verification from the foster care agent that the child will be returned to the family timely.
2. A pregnant woman is counted as two persons.
3. Two or more previously unrelated disabled/elderly persons who choose to live together may receive a level two subsidy upon request. Elderly or disabled individuals

may decide to cohabitate due to financial, not familial status. This encourages those individuals who are interested in sharing or pooling their resources to do so.

4. A family comprised of more than two generations of family members may qualify the family for a one-step increase in the occupancy level. Families may self-certify the relationship. This encourages families that wish to provide care or support for an elderly relative to do so.
5. A live-in aide approved by AHFC to reside in the unit. AHFC will not provide additional subsidy for a live-in aide's family members to reside in a subsidized unit.

Number of Family Members*	**Subsidy Level**
1 to 2 persons	One
3 to 4 persons	Two
5 to 6 persons	Three
7 to 8 persons	Four
9 to 10 persons	Five
11 to 12 persons	Six

*For families with more than 12 persons, AHFC will add one subsidy level for each additional two persons. For example, a family of 15 persons will receive a level 8 subsidy.

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 the *Family Briefing Information* provided to the family.

- 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, Set-Aside and Special Purpose Voucher 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 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. See the *How Your Rent Is Determined* section for a description of how AHFC calculates the family portion.

8.D How Your Rent is Determined

This fact sheet is a general guide to participant's responsibilities and rights in the voucher program, including income disclosure and verification, the definition of annual income and assets, and a listing of reference materials.

Why Determining Income and Rent Correctly is Important

U.S. Department of Housing and Urban Development studies show that many families do not receive the correct subsidy. AHFC and participants have a responsibility to ensure that the family income and assets are reported, verified, and calculated properly.

AHFC's Responsibilities

1. Obtain accurate income information
2. Verify family income
3. Accurately calculate the family portion and subsidy
4. Recalculate rent, if required by AHFC policy, when changes in family composition are reported
5. Conduct regular income examinations
6. Provide information on AHFC policies upon request
7. Notify the family of any changes in requirements or practices for reporting income or determining subsidy

Family's Responsibilities

a. Provide accurate family composition information
b. Report all income from all sources to AHFC at all regular examinations and as otherwise required under AHFC policy. Exclusions to income are part of the reporting process
c. Keep copies of papers, forms, and receipts which document income, assets, and expenses
d. Sign consent forms for income verification
e. Follow lease requirements and house rules provided by the landlord

Annual Income/Financial Support

All income types and sources are listed at 24 CFR 5.609 and are available at: http://www.gpo.gov. Annual income is defined as all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head, spouse (even if temporarily absent), or any other family member; or
2. Are anticipated to be received from a source outside the family during the 12-month period following the admission or reexamination effective date; and
3. Are not specifically excluded.
4. Are derived (during the 12-month period) from assets to which any member of the family has access.

A family's anticipated gross income determines not only eligibility for assistance, but also determines the rent a family will pay and the subsidy required. The anticipated income the family will receive during the next twelve (12) months is used to determine the family's rent.

Assets – Classic, Step, and Set Aside or Special Purpose Voucher Programs

When determining the amount of income from assets to be included in annual income, AHFC calculates it as follows:

a. For families with less than $10,000 in total assets, AHFC excludes any income derived from the asset.
b. For families with total assets in excess of $10,000, AHFC will determine the cash value of the total assets. AHFC then includes the higher of the HUD approved passbook rate or the actual income derived from the assets as part of annual income.

Determining Family Portion and Subsidy

For the Classic and Set-Aside or Special Purpose Voucher programs, and families in the first year of assistance under the Step Program, the rent a family will pay is the highest of the following amounts:

- 28.5 percent of the family's monthly gross income **OR**
- AHFC Board Approved Minimum Rent
  - $25 for Classic and Set Aside or Special Purpose Voucher Program families
  - $100 for Step Program families

For the Step Program, during the second through fifth years of a family's participation, AHFC will provide a fixed subsidy to the landlord. The family will be required to pay the difference between the fixed subsidy and the unit rent to the landlord.

- Year 2 – the family will receive 60 percent of the payment standard as subsidy
- Year 3 – the family will receive 50 percent of the payment standard as subsidy
- Year 4 – the family will receive 40 percent of the payment standard as subsidy
- Year 5 – the family will receive 30 percent of the payment standard as subsidy

Exception to Year Two through Year Five Rent Schedule

If the income-based rent paid in the first year under the Step Program is greater than the rent that would be applicable in the subsequent year(s) of their participation, the family's rent will not decrease. The family's portion will remain the same as that paid during the first year until the family reaches a year on the schedule in which their portion will increase.

Reference Materials

- General HUD Program Requirements; 24 CFR 5.609
- Quality Housing and Work Responsibility Act of 1998, Public Law 105-276, 112 Stat. 2518 which amended the United States Housing Act of 1937, 42 USC 2437, et seq.
- The Housing Choice Voucher Guidebook, 7420.01G (2001)
- AHFC Moving to Work Annual Plan

Moving to Work Authority
AHFC's alternate calculation methods (Activity 2014-1 Reasonable Rent and Family Self-Sufficiency) were approved by the AHFC Board of Directors on February 27, 2013 with Resolution 2013-11.

8.E 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 materials 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.F 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 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 *Family Briefing Information*. <u>There are no exceptions</u>.

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.

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

9.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.

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 HUD's Fair Housing standards because of the family size or composition;
- A determination that a unit selected by the family does not comply with NSPIRE; 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.

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.

9.B Rent Change Informal Hearing

Voucher participants 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.

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 Department Director or designee.

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.

9.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.

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 NSPIRE protocols;
- 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 NSPIRE;
- A determination that a unit is not in accordance with HUD's Fair Housing 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. 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.

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.

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.
- Bridge Process – families that experience an extraordinary change in life circumstances that significantly impacts the family's income may be eligible for this procedure.

10.A 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 within fourteen (14) calendar days of:

1. the date of a *Notice of Rent Change*, **OR**
2. the date 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.
- 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.

10.B 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. <u>Tier 1</u>: 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 Facilities and Housing Operations.
- The Director of Facilities and 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

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.

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).

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 about the Jumpstart program.

11.B Financial Literacy

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 are recommended to complete a financial literacy course.

Financial Literacy

There are four options to sharpen your financial literacy skills. If you need help with any of these steps, you can visit your local AHFC office or call **877-AKGOALS** (**877-254-6257**) toll free for assistance. All online materials are available at: www.ahfc.us/tenants/step-program/financial-literacy.

1. Complete a Financial Literacy Course

There are many financial literacy and money management courses offered throughout Alaska. Please check the AHFC website or contact AHFC staff to assist you with selecting a course that meets AHFC objectives. The steps to complete this option:

1. Check the AHFC website to register and complete the monthly online **Money $ense** class: https://www.ahfc.us/tenants/jumpstart/class-calendar **OR**
2. Enroll in and complete another financial literacy/money management course in the community.
3. Provide AHFC with documentation that you have completed the course: either a certificate of completion or a letter from the organization providing the course with the date of the course, your name, and their signature.

2. FDIC's Money Smart Program

To complete this option, you will log into Money Smart (an FDIC-sponsored program) and complete four online training games resulting in a certificate for each. These games will help you learn about everyday financial topics. The steps to complete this option:

1. Go to: https://playmoneysmart.fdic.gov/games.
2. Click Login to "Create an account" or to login if you already have an account. You must do this before you click on any games.
3. Select a game per category below. Select one from each of the four Money Smart topic areas:

   Earn: Your Income and Expenses

   Spend: Your Spending and Savings Plan **OR** Making Housing Decisions, **OR** Your Money Values and Influences

   Save: You Can Bank On It **OR** Building Your Financial Future **OR** Your Savings

   Borrow: Borrowing Basics **OR** Buying a Home **OR** Credit Reports and Scores **OR** Managing Debt **OR** Using Credit Cards
4. After successfully completing each game, print the certificate. You can return to the login page with your user name and password at any time to access the certificates.
5. Turn in all four certificates to your local AHFC office.

3. Self-Study/Financial Literacy Test

If an adult family member already has strong money management skills, this option is available. The steps to complete this option:

1. Go to www.ahfc.us/tenants/step-program/financial-literacy/ to strengthen skills before taking the test. It is strongly suggested that you review the study materials and review the practice questions prior to taking the test.
2. Complete AHFC's Financial Literacy Test at www.surveymonkey.com/r/5ZMDHPB.
3. An AHFC representative will contact the family within thirty (30) days with the result. If the family member fails the test, one of the other options may be completed to meet the requirement.

4. Complete One-on-One Financial Counseling

This option is for families that need one-on-one financial counseling when a barrier to the above three options is present such as English as a Second Language or no internet connectivity. Hours of availability: 9:00 AM to 5:00 PM. Counseling may take up to 3-5 hours over one or more sessions.

1. Let your AHFC housing assistance or Jumpstart representative know you need one-on-one financial counseling services or call toll free at 1-877-254-6257.
2. If your language is not English, please state your language, and you will be provided an interpreter.
3. Once counseling is completed, your AHFC housing assistance representative will be notified.

11.C 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.D 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.E 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

The following exhibits provide additional details to AHFC Processes.

12.A Violence Against Women Act (VAWA) Notice of Rights

The Violence Against Women Act (VAWA) provides housing protections for victims of domestic violence, dating violence, sexual assault, or stalking, regardless of sex, gender identity, sexual orientation, or age. This notice explains the family's rights under VAWA. Attached is a HUD-approved certification form that can be used to document an incident or incidents of domestic violence, dating violence, sexual assault, or stalking for a tenant or applicant who seeks the protections of VAWA.

1. Protections for Applicants

If a family is eligible for rental assistance under an AHFC program, they may not be denied admission or rental assistance on the basis that they have been a victim of domestic violence, dating violence, sexual assault, or stalking, if they otherwise qualify for admission, assistance, participation, or occupancy.

2. Protections for Tenants

If a family is already receiving rental assistance under an AHFC program, they may not be denied continued rental assistance, terminated from participation in the program, or be evicted from their rental housing on the basis that they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, if they otherwise qualify for admission, participation, or occupancy. Also, if a tenant or an affiliated individual of the tenant is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of the tenant's household or any guest, rental assistance under AHFC may not be restricted solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking engaged in by the member of the tenant's household or any guest. Affiliated individual means a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent (for example, the affiliated individual is in the care, custody, or control of that individual); or any individual, tenant, or lawful occupant living in the household of that individual.

3. Reasons You May Be Evicted or Your Rental Assistance May Be Terminated

A family can be evicted and their rental assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against them. However, the landlord cannot hold the family to a more demanding set of rules than it applies to tenants who are not eligible for tenancy rights under VAWA.

The landlord may take other actions to prevent eviction or termination of your rental assistance to reduce or eliminate the threat, such as transferring you to a different unit, if one is available, barring the abuser from the property, or other legal action to prevent the abuser from acting on a threat.

4. Removing the Abuser from the Household

AHFC may terminate the rental assistance of the individual who has engaged in criminal activity (the abuser) directly relating to domestic violence, dating violence, sexual assault, or stalking. If AHFC chooses to remove the abuser, AHFC may not take away the rights of eligible tenants to the unit or otherwise penalize the remaining tenants. If the tenant terminated was the sole tenant to have established eligibility for rental assistance under the program, AHFC must allow the tenant who is or has been a victim of domestic violence, dating violence, sexual assault tor stalking and other household members to remain in the unit for a period of 60 days in order to establish eligibility under the program or another program or find alternative housing. AHFC may extend the time to establish eligibility up to an additional 30 days. In removing the abuser from the household, the landlord must follow Federal, State, and local eviction procedures. In order to remove the abuser, the landlord may ask you to provide proof of incidences of domestic violence, dating violence, sexual assault, or stalking, as described below.

5. Moving to Another Unit

Upon your request, the landlord and AHFC may permit you to move to another unit, subject to the availability of other units and still keep your rental assistance. In order to approve a request, AHFC may ask you to provide proof that you are requesting to move because of incidences of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the request must be in made in accordance with AHFC's emergency transfer plan.

6. Moving for Safety With Continued Assistance (Voucher Programs, 24 CFR 982.314)

VAWA affords protections for families who must move in order to protect the health or safety of a victim. AHFC cannot prohibit moves during the initial lease term, or limit the number of moves in any one-year period, if the family has moved for safety.

Housing assistance may not be terminated if the family moves out of the unit in violation of the lease, with or without prior notification to the landlord or AHFC, if they reasonably believe they are immediately threatened by harm from further violence if they remain in the unit.

7. Family Break-up

If a family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, AHFC must ensure that the victim retains assistance.

8. Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

AHFC can ask the family to provide documentation to ''certify'' that they are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from AHFC must be in writing, and AHFC must give at least 14 business days (Saturdays, Sundays, and holidays do not count) to provide the documentation. AHFC may extend the deadline for the submission of proof upon request. The family can provide one of the following to AHFC as documentation:

1. A completed HUD-approved certification form provided by AHFC, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for the victim's name, the date and location of the incident and a

description of the incident. The certification form asks for the name of the abuser if the name of the abuser is known and is safe to provide, OR

2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the abuse, OR
3. A statement, which the victim must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, ''professional'') from whom the victim sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection, OR,
4. Any other statement or evidence that AHFC has agreed to accept.

If the family fails to provide one of these documents within the 14 business days, AHFC does not have to provide the protections contained in the notice.

9. Conflicting Documents

If AHFC receives conflicting documents that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser), AHFC has the right to request that the family provide third-party documentation in order to resolve the conflict. AHFC must request any third-party documentation in writing. If third-party documentation is not provided, AHFC does not have to provide the protections contained in the notice.

10. Confidentiality

AHFC must keep all information provided, including the fact that a family member is a victim of domestic violence, dating violence, sexual assault or stalking in strict confidence. AHFC shall not allow any employee or other individual providing services on behalf of AHFC to have access to confidential information unless release of the information is required by law. AHFC shall not enter your information into any shared database or disclose your information to any other person unless:

1. The victim gives written permission to AHFC to release the information.
2. AHFC needs to use the information in an eviction or termination proceeding, such as to evict the abuser or terminate the abuser's rental assistance.
3. A law requires AHFC or the victim's landlord to release the information.

The landlord shall honor all court orders about access to, or control of, the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

11. Other Domestic Violence Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

For questions regarding VAWA, please contact AHFC at (907) 330-8432. For free, confidential help and advice 24 hours a day, every day, call the National Domestic Violence Hotline at 1-800-799-7233, or for persons with hearing impairments, 1-800-787-3224 (TTY). If you are a victim of sexual assault, you can receive confidential help and advice by calling the National Sexual Assault Hotline 1-800-656-HOPE (4673) 24 hours a day, every day.

12. Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies.

Domestic violence includes felony or misdemeanor crimes of violence committed by any of the following:

1. A current or former spouse of the victim.
2. A person with whom the victim shares a child in common.
3. A person who is cohabitating with, or has cohabitated with, the victim as a spouse.
4. A person who is, or has been, an intimate partner of the victim.
5. A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies.
6. Any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of jurisdiction. In Alaska, this includes:
   A. adults or minors who are current or former spouses;
   B. adults or minors who live together or who have lived together;
   C. adults or minors who are dating or who have dated;
   D. adults or minors who are engaged in or who have engaged in a sexual relationship;
   E. adults or minors who are related to each other up to the fourth degree of consanguinity, whether of the whole or half blood or by adoption, computed under the rules of civil law;
   F. adults or minors who are related or formerly related by marriage;
   G. persons who have a child of the relationship; and
   H. minor children of a person in a relationship that is described in (A)-(G) of this paragraph;

Crime of violence (18 U.S. Code 16) means an offense that has as an element the use, attempted use, or threatened use of physical force against the person or property of another or any offense that is a felony and that, by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.

Dating violence is violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

1. The length of the relationship
2. The type of relationship
3. The frequency of interaction between the persons involved in the relationship

Stalking is engaging in a course of conduct directed at a specific person that would cause a reasonable person to EITHER fear for his or her safety or the safety of others OR to suffer substantial emotional distress.

Sexual assault is any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

12.B National Standards for the Physical Inspection of Real Estate (NSPIRE) Requirements

The NSPIRE regulations are found at 24 CFR 5.703. The CFR is available at www.gpo.gov. Please contact your local AHFC office if you have any questions regarding these requirements.

Room	Electrical	Windows
Living Room	Two (2) outlets **OR** One (1) outlet and one (1) permanent light fixture	One window, not required to open.
Kitchen	Two (2) outlets **OR** One (1) electric outlet and one permanent fixture that works	If there is a window, it must open, close, and seal if designed to open.
Bedroom	Two (2) outlets **OR** One (1) outlet and one (1) permanent light fixture	One window – it must open, close, and seal if designed to open.
Bathroom(s)	One (1) permanent light fixture	A window that opens or a working exhaust fan.
Other Rooms	One (1) electric light fixture or outlet	All rooms must have a means of natural or artificial illumination.

General Requirements

1. A handrail is required for four (4) or more steps, including landings.
2. Elevated surfaces must have railings if they are more than 30 inches from the ground. Guardrail must be 30 inches in height.
3. All outside area accessible by the tenant family must be free from debris and hazardous materials (i.e., broken glass, old refrigerators, used car batteries, dilapidated buildings, abandoned vehicles, low-hanging electrical wires, hazardous waste dumps, open sewers, etc.).
4. The roof and outside coverings must be weather-tight.
5. Windows and doors that can be reached from the outside (i.e., adjacent roofs, stairs, fire escapes) must lock properly. All window cranks must be present.
6. All smoke alarms must comply with state law and be in working order.
7. Operable carbon monoxide (CO) detectors as prescribed by Alaska Statute 18.70.095.
8. There must be no leaking pipes or faucets in the kitchen, bathroom(s), or utility room.
9. Hot and cold running water must be present.
10. Painted surfaces must meet HUD-specified lead-based paint requirements.
11. Furnace must be adequate and free from debris and fire hazards.
12. The furnace must have a manual shut-off.
13. The furnace must be properly vented.
14. The water heater must have an overflow valve and a properly attached discharge line directed near or through the floor.
15. All water heaters must be shielded from the living area.

Mobile Home Water Heaters

The inspector must have access to all water heaters. The owner is responsible for the clearing and removal of snow if the water heater is outside the mobile home.

Kitchen Requirements

1. All stove burners must work.
2. All stove knobs must be present.
3. The fan and light in the hood must work (if present).
4. The seal on the stove must be in good condition.
5. The refrigerator shelves and drawers must be in good condition
6. The refrigerator must keep food cold enough to avoid spoilage.
7. Refrigerator seals must be in good condition.

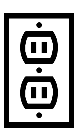
Number of Rooms Required

A unit must contain at least one bedroom or living/sleeping room for each two persons.

Electrical Requirements

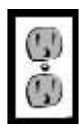
HUD's NSPIRE protocol requires the following operating conditions for electrical outlets. There are two basic types of outlets: two-pronged and three-pronged outlets. Three-pronged outlets with GFCI are acceptable as long as the outlet is grounded or has working GFCI protections.

1. All outlets and light switches must have unbroken cover plates.
2. If the outlet is disconnected, it must be covered.
3. No bare wires, hanging switches, or light fixtures hanging by electrical wires are acceptable in any room accessible by the tenant family including garages, utility rooms, and common areas.
4. All permanent light fixtures will be tested.
5. All outdoor plug-ins must comply electrically and have functional covers.



Two-Pronged Outlet. A two-pronged outlet is ungrounded and has a two-wire electrical system that includes only a hot and a neutral wire. Original two-pronged ungrounded outlets are acceptable as long as they are in proper operating condition. The landlord is not required to upgrade an original two-pronged outlet. The inspector will verify that the outlet is in proper operating condition by ensuring a plugged-in appliance or agency-provided outlet tester works.

A three-pronged outlet should not be substituted for ungrounded outlets unless 1) a ground wire is connected to the outlet, or 2) a or Ground Fault Circuit Interrupter (GFCI) protects the outlet and the three-pronged outlet is marked as "No Equipment Ground".



Three-Pronged Outlet. A three-pronged outlet typically has a three-wire electrical system that includes hot, neutral, and ground wires. The inspector will verify that the outlet is grounded by using an outlet tester.

Three-Pronged Outlet with GFCI (Ground Fault Circuit Interrupter). An outlet with GFCI senses a difference in current flow between the hot and neutral terminals and in unsafe conditions, shuts off the flow of current to the outlet. The inspector will verify the outlet is grounded by using an outlet tester. If the outlet is not grounded, the inspector will trip the GFCI outlet by pressing the test button. If the power shuts off, the outlet is operating safely.

These outlets are required within six feet of a water source except under a sink or enclosed cabinet i.e., dishwasher outlet can be three-prong under the enclosed cabinet under a sink.

12.B.1 Carbon Monoxide Detector Information

Effective May 1, 2005, AHFC inspectors required operable carbon monoxide (CO) detectors as prescribed by Alaska Statute 18.70.095. AHFC uses the requirements contained in Alaska Statute, not local codes, as its guide for whether a unit passes or fails the inspection. Direct questions concerning State of Alaska carbon monoxide alarm requirements to the State Fire Marshall's Office, Alaska Department of Public Safety, web page at https://dps.alaska.gov/Fire/Home.

The Municipality of Anchorage has stringent requirements. Anchorage landlords are encouraged to comply with those requirements. For questions about Anchorage carbon monoxide alarm requirements, see: http://www.muni.org/Departments/Assembly/legislation/2004%20Ordinances/ao2004-064.pdf.

Who is responsible for the CO detector?	
Owner Responsibilities • The alarm should be installed and maintained according to the manufacturer's recommendations. • After notification of any malfunctions by the tenant, the owner is responsible for repair or replacement.	**Tenant Responsibilities** • The tenant must periodically test the device and report issues to the owner. • Disabling a CO detector is a violation of the tenant's NSPIRE responsibilities.

Which units require CO detectors?

- A unit that contains a carbon-based fuel appliance or a device that produces by-products of combustion
- A unit serviced by a forced air heating system that uses carbon-based fuel
- A unit that is adjacent to a hot water baseboard (hydronic) heating system that uses carbon-based fuel
- A unit that has an attached garage or carport
- A unit adjacent to a parking space (within 10 feet)

What type of appliance or device produces by-products of combustion?

- Gas, propane, wood, charcoal, or fuel oil: furnaces, boilers, water heaters, fireplaces, space heaters, stoves, ranges, ovens, stovetops, or dryers
- Gas fireplace logs and unvented heaters
- Cars, snowmobiles, 4-wheelers, motorcycles

Where is the detector placed?

- Height is not an issue as carbon monoxide is roughly the same weight as air
- Place it in a location in the unit where occupants hear it
- Do not cover it with furniture or drapes

12.B.2 Smoke Detector Information

The State Fire Marshall's Office has adopted a policy that requires that a criminal complaint be filed whenever the Department of Public Safety investigates a fire in a dwelling unit and finds that smoke detection devices have not been installed or maintained in accordance with Alaska Statute 18.70.095.

All smoke detectors will be tested by AHFC at the time of the move-in inspection. Detectors will also be tested during all subsequent inspections of the tenant's unit.

What types of Smoke Alarms/ Detectors are required?

- 10-Year sealed and tamper proof battery devices; or
- Hardwired devices,

In addition, should the unit be occupied by any person with a hearing impairment, the detector must provide notification as required by National Fire Protection Association Standard 72, or any successor standard.

Where are detectors required?

- Inside each sleeping room (e.g., bedroom); and,
- Outside each sleeping room; and,
- Within 21 feet of all bedroom doors; and
- On every level of a dwelling unit.

Where is the detector placed?

- Smoke alarms should be installed according to manufacturer's instructions.
- Smoke alarms should not be painted or have stickers or other decorations present.

Tenant Responsibilities

- Tenants are responsible for testing all unit smoke detectors on a periodic basis.
- Tenants are required to keep the smoke detectors in working condition and refrain from covering or obstructing the devices.
- Any detectors which are disabled or damaged by the tenant, must be replaced immediately at the tenant's expense.

Owner Responsibilities

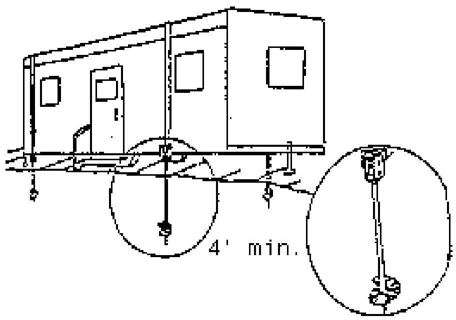
- The owner is required to maintain smoke detectors in working condition.
- If a smoke detector is defective, the owner must repair or replace it immediately when notified.

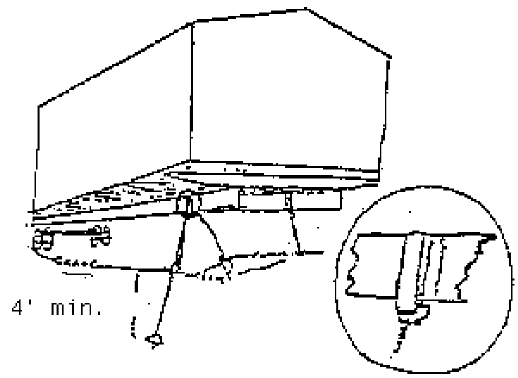
Penalties

Failure on the part of the owner, landlord, or tenant to comply with the requirements of the law can result in imprisonment for up to six (6) months, a fine up to $500, or both.

12.B.3 Mobile Home Tie Downs

The Department of Housing and Urban Development (HUD) has designated Alaska to be a high wind area. For a mobile home to meet HUD's Standards in a high wind area, it must have tie downs. Mobile homes that do not have tie downs are not eligible for any rental assistance payments.





HUD's requirements state that mobile homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Mobile homes must be securely anchored by a tie down device which distributes and transfers the load imposed by the unit to appropriate ground anchors in order to resist overturning caused by wind or sliding.

If the tie downs are attached to the frame under the mobile home, the skirting must be removed for the inspector to check installation visually. No allowances are made for weather conditions.

Tie downs must be pre-manufactured. Homes manufactured after 1976 must have the mobile home installation instruction booklet available for the inspector at the time of the NSPIRE inspection. The following chart is a guide for required number of tie downs for mobile homes manufactured prior to 1976.

Length of Mobile Home	Number of frame ties per side	Number of over the top ties
Up to 46 feet	4	2
46 feet to 49 feet	5	2
49 feet to 58 feet	5	3
58 feet to 70 feet	6	3