Concho Valley Community Action Agency

TBRA Administrative Plan



 June 2020



# OVERVIEW OF CVCAA HOME TBRA PROGRAM AND ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish the Concho Valley Community Action Agency’s (CVCAA) policies for carrying out HOME Tenant Based Rental Assistance (TBRA) in a manner consistent with federal requirements.

CVCAA is responsible for complying with all changes in U.S. Department of Housing and Urban Development (HUD) regulations pertaining to CVCAA’s TBRA program. If such changes conflict with this plan, HUD regulations will have precedence, and CVCAA will revise this plan accordingly. On an ongoing basis, CVCAA may make minor, non-substantive modifications to the Administrative Plan in order to clarify existing policies and procedures and/or to correct editing errors.

CVCAA’s service area includes the following counties: Crockett, Irion, Menard, Coke, Sutton, Kimble, Schleicher, Concho, Sterling, and Tom Green (except San Angelo).

The original plan and any proposed changes must be approved by CVCAA’s Executive Director.

# B. FAIR HOUSING AND EQUAL OPPORTUNITY

## a. Nondiscrimination

It is CVCAA’s policy to fully comply with federal, state, and local non-discrimination laws and with the rules and regulations which govern Fair Housing and Equal Opportunity in housing and employment.

CVCAA will not deny any household or individual the equal opportunity to apply for or receive assistance under CVCAA’s TBRA program on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap or disability, sexual orientation, gender identity, prior arrest or conviction, or status as a victim of domestic violence.

## b. Reasonable Accommodations for Persons with Disabilities

CVCAA’s policies and practices will make reasonable accommodations for persons with disabilities to ensure that they may fully access and use CVCAA’s TBRA benefits. Applicants and participants may telephone CVCAA to request accommodations at any time. This policy is intended to afford persons with disabilities equal opportunity to obtain the same results and gain the same benefits as those who do not have disabilities, and is applicable to all situations described in this plan.

Reasonable accommodation will be made only after applicants or participants with a disability request a change to CVCAA’s generally applicable policies or practices.

A household contacting CVCAA to request an accommodation will be provided with instructions as to the type of documentation to submit in support of the request. CVCAA will review all requests, reach out to the individual’s health provider for clarification or additional information if needed, and make a determination to approve or deny based on the information provided. In order for CVCAA to approve a reasonable accommodation, there must be an identifiable relationship between the requested accommodation and the individual’s disability. CVCAA may deny the request if it will cause undue financial or administrative burden, or will change the fundamental nature of the program. Applicants and participants will be notified by mail or phone.

CVCAA will provide reasonable search time and extensions to households with disabled persons so that they may located housing to meet their needs Reasonable search time will be determined by CVCAA, but shall not be unlimited.

Household disability must be verified with a Verification of Disability Form (available at CVCAA or on the TBRA webpage.)

# C. IMPROVING ACCESS TO SERVICES FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY (LEP)

* CVCAA provides language access services to limited-English proficient individuals.
* Currently, CVCAA translates notices and forms into Spanish, identified as the most common foreign language of CVCAA’s clients. Additionally, CVCAA employs bilingual staff members who are able to assist clients as needed.
* Should applicants or participants need other language services, CVCAA will work to secure those services on an as needed basis which not affect an applicant’s position on the waitlist or qualification for services

# D. VIOLENCE AGAINST WOMEN ACT (VAWA)

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

The Violence Against Women Reauthorization Act of 2013 (VAWA) provides: “An applicant for or tenant of housing assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.” An incident or actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of a lease by, or good cause for terminating assistance to, the victim or threatened victim.

HUD’s final rule to implement expanded VAWA protections including requirements to develop an emergency transfer plan and provide notice of VAWA rights to applicants and participants.

Tenancy or occupancy rights may not be denied solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if the criminal activity is engaged in by a member of the tenant’s household or any guest or other person under the tenant’s control and the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. An affiliated individual is a spouse, parent, sibling, or child of that individual or an individual to whom that individual stands in loco parentis, or any individual, tenant or lawful occupant living in the household of that individual.

VAWA does not limit otherwise available authority to evict or terminate assistance to a tenant for any violation of a lease not premised on the act of violence in question against the tenant or an affiliated person, so long as the victim is not subject to a more demanding standard than other tenants. Nor does VAWA limit the authority to terminate assistance to or evict a tenant if it is demonstrated that an actual and imminent threat to other tenants or individuals employed at or providing services to the property would be present if the assistance is not terminated or the tenant is not evicted and no other actions could be taken to reduce or eliminate the threat.

VAWA also does not supersede any provision of Federal, State, or local law that provides greater protections for victims of domestic violence, dating violence, sexual assault, or stalking.

## b. Definitions of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

* Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
* Spouse or intimate partner of the victim: includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
* Sexual Assault: means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
* Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
	+ fear for the person’s individual safety or the safety of others; or
	+ suffer substantial emotional distress
* Dating Violence: Violence committed by a person:
	+ Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
	+ Where the existence of such a relationship shall be determined based on a consideration of the following factors:
		- The length of the relationship;
		- The type of the relationship; and
		- The frequency of interaction between the persons involved in the relationship

## c. Victim Documentation

When a participant household is facing termination of assistance or an applicant household is facing denial of assistance because of the actions of a participant, household member, guest, or other person under the participant’s control and a participant or individual affiliated with the participant claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, sexual assault, or stalking, CVCAA will require the individual to submit documentation affirming that claim.

CVCAA will accept one of four methods for certification of a claim:

1. A completed Form HUD-5382 (available on the CVCAA’s website); or
2. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency; or
3. A document signed by the victim and by an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional (“professional”), from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred.
4. At the discretion of CVCAA, a statement or other evidence provided by the victim.

If the documentation submitted contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming the other(s) as a perpetrator). CVCAA may require submission of third-party documentation (as described in the last three bullets above) within 30 days of the date that CVCAA requested third-party documentation.

The required certification and supporting documentation must be submitted to CVCAA within 14 business days after CVCAA issues its written request. The 14-day deadline may be extended at CVCAA’s discretion. If the individual does not provide the required certification and supporting documentation within 14 calendar days, or the approved extension period (including 30-day period allowed to submit required third-party documentation.) CVCAA does not have to provide VAWA protections and may proceed with the planned denial or termination of assistance.

## d. Terminating or Denying Assistance to a Domestic Violence Offender or Removing the Offender from the Household

VAWA does not provide protections for offenders. CVCAA may terminate CVCAA HOME TBRA to the abuser or perpetrator or remove him or her from the CVCAA household. In terminating an abuser or perpetrator from the household, CVCAA will follow the procedures in the Administrative Plan and will not take away the right so eligible tenants or otherwise punish the remaining tenants. In addition, a landlord may bifurcate a lease in order to evict or remove a tenant or lawful occupant of the housing who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting or removing, or otherwise penalizing a victim of such criminal activity who is also a tenant or lawful occupant of the housing.

## e. Emergency Move

CVCAA may grant a request for prior approval to move within the service area (defined above), even if there is a violation of the lease. Individuals qualifying as victims of domestic violence in accordance with applicable federal code are eligible for assistance under the Emergency Transfer Plan if their written emergency transfer request includes either:

* A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if he or she were to remain in the assisted unit; OR
* A statement that the tenant was a sexual assault victim and that the assault occurred on the premises during the 90-day calendar period preceding the tenant’s request for an emergency transfer.

## f. Confidentiality Requirements

All information provided to the CVCAA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence, assault, or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure is:

* Requested or consented to in writing by the individual in a time-limited release,
* Required for use in a proceeding or hearing regarding denial or termination of CVCAA HOME TBRA, or
* Is otherwise required by applicable law.
* Disclosure of information contained in CVCAA records is also subject to confidentiality requirements under Federal and State social services laws and regulations.

# E. APPLICATION PROCESS, LOTTERY, WAITLIST

## a. Application Format

CVCAA uses the Texas Department of Housing and Community Affairs (TDHA) application form and supplemental forms that solicits information regarding eligibility criteria, including:

* Proof of all income and assets
* Proof of citizenship or qualifying immigration status for every household member
* Documentation of allowable expenses; and
* Any other information that CVCAA deems necessary to determine program eligibility in conformance with applicable statutes, regulations, and HUD notices.

An applicant household must complete the CVCAA HOME TBRA application form and submit it to CVCAA. If an applicant household misrepresents the information on which eligibility or household share of the rent is established, CVCAA may deny or terminate CVCAA HOME TBRA housing assistance.

## b. Application Period

* At CVCAA’s discretion, when funding is available, CVCAA will set an application period of at least 30 days during which households may submit applications on the form established by CVCAA.
* CVCAA will disseminate notice of the application period, including on CVCAA’s website.
* CVCAA may also work with other agencies to solicit applications from clients in known need of rental assistance.
* Applicant households can mail or drop off applications to 36 E. Twohig, Ste. B2, email the TBRA Program Administrator, or fax to 325-658-3147
* A household may submit no more than one application per period.

## c. Lottery

After an application period closes, CVCAA will create a household waitlist. CVCAA will randomly assign all applications received during that application period a number in compliance with 10 TAC §20.9. CVCAA will review all applications in order of assigned number. All applicants will receive written notification of their placement on the waitlist and next steps within thirty days of the close of the application period.

CVCAA’s contract requires that at least 1 in 4 HOME TBRA participants has an income that lies at or below 30% Area Median Income. Therefore, CVCAA reserves the right to weight very low-income households to ensure compliance with TDHCA.

Applicants who have submitted incorrect or incomplete information will have an opportunity to correct or supplement their application within 10 days of notice by CVCAA identifying any missing information or documentation that must be submitted. If the application remains incomplete after 10 days, the household will be deemed ineligible and the application denied, unless an extension of the 10-day waiting period is granted by CVCAA for good cause.

If a household is determined to be ineligible, CVCAA will send a written denial notice to the household at the last address known to CVCAA.

If found ineligible, applicant households have the right to have the decision reviewed by administrative review. The right to administrative review is set forth in the denial notice.

## d. Placement on the Waitlist

CVCAA coupons will be issued in order of assigned number to applicant households that meet the eligibility criteria, until coupons are no longer available. CVCAA will maintain the waitlist of applicant households eligible for HOME TBRA funds when the number of households exceeds the number of coupons available.

Applicant households will be placed onto the waitlist in order of their assigned number and will be selected from the waitlist in that order to receive HOME TBRA coupons that become available, for so long as funding remains available. Once placed on the waitlist, a household will retain its placement unless it is selected or removed.

CVCAA will organize the waitlist to indicate the following:

* Applicant Name
* Family/Unit Size
* Date and time of application receipt
* Application Number
* Qualification for any preferences for which the family may be eligible

CVCAA will not deny admission to its TBRA program for any household that qualifies. Qualified households will be placed on the waitlist if funding is unavailable or tied to other program participants.

## e. Removal of Applicants from the Waitlist

* Applicant households who are found ineligible for CVCAA HOME TBRA will be removed from the waitlist, including those who may have initially qualified for CVCAA HOME TBRA but whose circumstances subsequently changed.
* Applicants who do not respond to periodic written requests from CVCAA for updated household information will be removed from the waitlist.
* Households will also be removed from the waitlist if letters from CVCAA are returned as undeliverable.
* Applicants on the waitlist are responsible for maintaining current information with CVCAA including income and household composition.
* CVCAA will give an applicant household written notice of its final decision to deny CVCAA HOME TBRA participation. The notice will include the reason for denial and advise the household of the right to request a review of the decision.

## f. Selection of Applicants from the Waitlist

As funding and coupons become available, CVCAA reviews applications and submitted documentation of households on the waitlist, seeks verification where necessary, and offers eligible applicant households participation in CVCAA HOME TBRA. Eligible applicant households will be selected for participation in CVCAA HOME TBRA in order of their assigned number, regardless of household size. When there is insufficient funding available for the first applicant household on the waitlist, CVCAA will not consider any other applicant household on the waiting list until funding becomes available for the first applicant household.

## g. Applicant Household Separations

If an applicant household separates into two or more otherwise eligible household units prior to execution of the lease and CVCAA HOME TBRA Rental Assistance Contract, CVCAA will decide on a case-by-case basis which of the household units will be considered the applicant household and remain eligible to receive CVCAA HOME TBRA rental assistance. If the second resulting household unit also qualifies for CVCAA HOME TBRA rental assistance, that household may apply to be placed on the waitlist.

CVCAA will consider factors including, but not limited to:

* Which household member applied as head of household
* Which household unit retains any children, disabled members, or members over 62 years of age
* Role of domestic violence in the separation
* Role of criminal activity in the separation
* Recommendations of social service agencies, including state and local children’s service agencies, or qualified professionals

Documentation of these factors is the responsibility of the applicant households. If either or both households do not provide the documentation, they may be removed from the waitlist and denied a coupon for failure to supply information requested by CVCAA

# F. CVCAA HOME TBRA ELIGIBILITY

## a. Eligibility

To be eligible for CVCAA HOME TBRA, a household must meet the following eligibility requirements:

* The household’s adjusted income must not exceed 80% of area median income as set forth by HUD; and
* At least one member of the applicant household must be either a citizen or noncitizen with a qualifying immigration status under Section 1436a of Title 42 of the United States Code

## b. Participant Household Separations

If a household receiving CVCAA HOME TBRA rental assistance separates, CVCAA will decide on a case-by-case basis which of the resulting household units will continue to receive CVCAA HOME TBRA rental assistance. If the second resulting household unit qualifies for CVCAA HOME TBRA rental assistance, that household may apply to be placed on the waitlist for CVCAA HOME TBRA rental assistance.

CVCAA will consider factors including, but not limited to:

* Which household member applied as head of household;
* Which household unit retains any children, disabled members, or members over the age of 62;
* Role of domestic violence in the separation
* Role of criminal activity or incarceration in the separation; and
* Recommendations of social service agencies, including state and local children’s service agencies, or qualified professionals.

## c. Live-In Aides and Attendants

* For the purpose of determining unit size, one live-in aide to reside in the assisted unit to care for a household member who is disabled or elderly will be counted as a household member.
* CVCAA will approve live-in aides determined to be essential to the care and well-being of a household member, if the aide is not responsible for the support of, and would not be living in the unit except to provide care for, assisted household member(s). Written verification of (including the hours of care) is required from a reliable, knowledgeable professional such as a doctor, social worker, or caseworker.
* Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide description above.
* Although counted when determining unit size, a live-in aide is not otherwise treated as a household member. Income and immigration status of a live-in aide is not considered in determining a household’s CVCAA HOME TBRA eligibility or rental assistance amount. Live-in aides may not receive CVCAA HOME TBRA rental assistance for the assisted unit as a result of household separation or death of a household member.
* CVCAA will approve live-in aides as a reasonable accommodation to make CVCAA HOME TBRA accessible to and usable by household members with disabilities. Approval of live-in aides as a reasonable accommodation will be in accordance with 24 CFR Part 8.

## d. Household Absence from the Assisted Unit

Household absence from the unit is defined as the entire household not residing in the assisted unit. The absence of some household members is not considered a “Household Absence from the Unit.”

Household Absence

An entire household may not be absent from the assisted unit for a period of more than 180 days in a 12-month period in any circumstance and for any reason. After 90 consecutive days of absence, assistance will terminate unless the household establishes that:

* The absence from the assisted unit was due to exceptional circumstances beyond the household’s control, such as hospitalization;
* The household intends to return to the assisted unit within 180 days of departure; and
* The household is not maintaining an alternate residence.

Individual Absence

Any individual who is absent from the assisted unit for more than 90 consecutive days will not be counted as household member unless such individual is absent due to hospitalization, military deployment, or other good cause as determined by CVCAA on a case-by-case basis, and is reasonably expected to return within 180 days. A household member who is away at school but intends to live with the household in the assisted unit during school recesses is considered a household member. A child who resides in the assisted unit with his or her parent for at least 183 days of the year pursuant to a joint custody agreement or order is counted as a household member, provided that such parent is also a household member. A foster child who is placed and resides in the assisted unit for more than 183 days of the year is counted as a household member.

## e. Income

A household’s income determines eligibility for CVCAA HOME TBRA and is also used to calculate the household contribution amount and the CVCAA HOME TBRA rental assistance amount. CVCAA will use the policies and methods described in this section to ensure that only eligible households receive CVCAA HOME TBRA rental assistance and that no household pays more or less than its obligation under state and federal regulations.

Income Limits - A household’s adjusted income at the time of initial eligibility determination and upon acceptance as a CVCAA HOME TBRA participant cannot exceed 80% of Area Median Income. A household must re-verify income prior to acceptance as a CVCAA HOME TBRA participant if more than six months have elapsed since CVCAA determined the household to be income eligible.

Annual Income - All income which is received by, issued on behalf of, or derived from assets accessible by any household member.

Adjusted Income means a household’s annual income minus the following deductions:

1. $480 for each dependent
2. $400 for any elderly or disabled household member
3. Sum of the following, if in excess of 3% of the household’s annual income:
	1. Unreimbursed medical expenses of any elderly or disabled household member, and
	2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled household members enabling any household member to be employed (not exceeding earned income received by household members 18 years or older who are able to work because of such attendant care or auxiliary apparatus).
4. Households will be required to submit a written certification as to whether any expenses have been or will be reimbursed
5. Reasonable child care expenses necessary to enable household member to work or pursue an education, not in excess of employment income included in annual income.

Income from Full-Time Students - CVCAA will not include in annual income the earnings in excess of $480 for each full-time student 18 years and older. However, financial aid amounts exceeding tuition must be included in annual income with the exception of financial aid paid to a student over 23 with dependent children, or to full-time student residing with his or her parents.

Income of Temporarily Absent Family Members – Income of household members who are temporarily absent is counted, except for full-time students who have documented their absence from the household. This includes the income (pay and allowances) of household members serving in the military, except hazardous duty pay when exposed to hostile fire is excluded.

Averaging Income- CVCAA will use available information to average anticipated income from all known sources when the sources are expected to change during the year.

Rounding of Income and Deductions- Generally CVCAA will round to the nearest whole dollar at the final calculation for each income/deduction source. CVCAA will follow all directions from income sources such as Social Security, which provides direction on how to round income.

Earned Income Disallowance- CVCAA will disallow the increase in annual income provided by the regulations covering the self-sufficiency incentive for disabled household members. The disallowance of increases in income as a result of employment of persons with disabilities will not apply for the purposes of admission to the program.

## f. Citizenship/Eligible Immigration Status

* In order to receive assistance, at least one household member must be a U.S. citizen or a noncitizen with a qualifying immigration status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD in 24 CFR Part 5.
* For the citizenship/eligible immigration requirement, the status of each member of the household is considered individually. Households that include eligible and ineligible individuals is considered individually.
* Households that include eligible and ineligible individuals based on immigration status will be given notice that their assistance will be pro-rated by multiplying the CVCAA HOME TBRA rental assistance amount by a fraction, the denominator of which is the total number of household members and the numerator of which is the total number of household members who are ineligible for CVCAA HOME TBRA based upon immigration status, and that they may request a review conference or administrative hearing if they contest this determination.
* Household members who are neither citizens nor eligible immigrants may contest CVCAA’s determination of their citizenship status through INS and/or CVCAA’s administrative appeals process
* Assistance for noncitizen students or their noncitizen spouses and children is prohibited

## g. Mandatory Social Security Numbers

* Applicants and participants must disclose and verify social security numbers for all household members.
* Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.
* Failure to correct a social security number submitted to CVCAA that cannot be verified in the federal registry is grounds for denial or termination of CVCAA HOME TBRA.
* Persons who have not been issued a social security number, including ineligible immigrants, must sign a certification that they have never been issued a number.
* Persons who disclose their social security number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly or disabled persons must provide verification within 120 days.
* Applicants without social security cards may provide other acceptable forms of documentation that identify the social security number, including: Earnings statements or payroll stubs; Bank statements; IRS Form 1099; Unemployment benefit letters; Court records

## h. Privacy Rights

* CVCAA’s policy regarding the release of information is in accordance with state and local laws.
* CVCAA’s practices and procedures are designed to safeguard the privacy of CVCAA HOME TBRA applicants and participants. All applicant and participant paper files will be stored in a secure location, which is only accessible by authorized staff. Access to information stored electronically will be limited to employees with proper authorization.
* CVCAA staff will not discuss household information contained in files unless there is a business reason to do so. Inappropriate discussion of household information or improper disclosure of household information by staff will result in disciplinary action.

# G. VERIFICATION

## a. Verification Factors and Required Documentation

* It is the obligation of CVCAA to obtain complete information regarding applicants and thoroughly document the methods by which it has verified all pertinent information in the applicant’s file.
* CVCAA requires verification of all factors affecting CVCAA HOME TBRA program eligibility, such as household composition, household income and assets, citizenship/eligible immigration status, receipt of federal benefits, and other items related to program eligibility, before an applicant household is issued a CVCAA HOME TBRA coupon.
* All program participants must also comply with the verification process during recertification.
* For applicants, verification of U.S. citizenship/eligible immigration status occurs at the same time as verification of other factors of eligibility. Upon request, CVCAA may grant an extension of 30 days for households to submit evidence of eligible immigration status prior to denying an application.
* For purposes of application reviews and coupon issuance: Income documents are only valid for 60 days from the time they are received by CVCAA. Therefore, if more than 60 days have passed since the date of submission to CVCAA, CVCAA will not issue a coupon until income information is re-verified.
* For coupon holders and coupon term extensions: CVCAA HOME TBRA coupon holders may be required to re-verify income at CVCAA’s request. Income must be re-verified before providing CVCAA HOME TBRA if more than six months have elapsed since CVCAA determined that an applicant household was income-eligible.
* For purposes of recertification: Income documents are only valid for 120 days from the time they are received by CVCAA. Therefore, if more than 120 days have passed between date of submission to CVCAA, CVCAA will not recertify a household until income information is re-verified.

## b. Third-Party Verification

* CVCAA will first rely on its own data sources, as well as state and federal sources to determine a participant household’s continued eligibility for CVCAA HOME TBRA assistance.
* CVCAA may also request an applicant or program participant to submit documentation of income issued by an appropriate third party. Such documentation must be submitted by the applicant or program participant within 10 calendar days of the request unless additional time is requested and granted for good cause.
1. Additionally, a third party (ex. Employer, Social Security Administration) may be contacted directly to provide documentation of eligibility factors.

# H. BRIEFINGS, HOUSEHOLD OBLIGATIONS, AND SELF-SUFFICIENCY

## a. Briefings and Household Obligations

### i. Briefing

Upon selection of the household from the waiting list, CVCAA will conduct a briefing with the head of household. Individuals with a disability may have a proxy attend the briefing session on their behalf if proper documentation is provided indicating the inability to attend and naming the proxy. If warranted, CVCAA may also conduct individual briefings for households with a disabled head of household or spouse at their home upon request by the household, and if CVCAA staff determines it is required for reasonable accommodation.

The briefing will cover the following general topics:

* How CVCAA HOME TBRA works;
* Household responsibilities;
* Creating a Self-Sufficiency Plan
* How the household can lease a unit;
* Recertification;
* Moves;
* Grounds for termination; and
* Right of Review
* CVCAA will take affirmative steps to make interpreters available when briefing LEP individuals
* All applicants attending a briefing will receive the CVCAA HOME TBRA Applicant Briefing Book explaining program requirements
* Applicants who miss more than two briefing sessions will have their applications rejected. CVCAA will not issue a CVCAA HOME TBRA coupon to a household unless the household representative has attended the briefing and signed the coupon.

### ii. Household Obligations

The following are obligations of participants under the program. Violation of one or more of these obligations is grounds for denial or termination of assistance under CVCAA HOME TBRA.

The household must:

* Supply any information that CVCAA, HUD, or TDHCA determines is necessary to the administration of the program;
* Supply any information regarding household income and composition requested by CVCAA for use in any annual or interim recertification;
* Disclose and verify social security numbers of applicants and household members;
* Timely pay the household share of the rent, and any utilities for which the household is responsible, this includes but is not limited to maintaining status in any utility assistance program which makes these payments possible;
* Complete measurable goals on self-sufficiency plan before annual recertification
* Know and comply with the conditions of the lease and CVCAA HOME TBRA program requirements;
* Allow Housing Quality Standard (HQS) inspectors to access the unit at reasonable times and after reasonable notice;
* Timely correct any HQS breach caused by the household;
* Notify CVCAA and the owner before the household moves out of the unit, or terminates the lease on notice to the owner;
* Promptly notify CVCAA in writing of an absence of the household from the assisted unit, as well as the absence of any individual household member, expected to last more than 90 days;
* Add any guest residing in the assisted unit for more than 90 days during a year as a member of the household and report to CVCAA as a change in household composition
* Inform CVCAA if an individual who is ineligible for CVCAA HOME TBRA due to immigration status is residing in the assisted unit;
* Promptly notify CVCAA when an owner takes action to evict the household, give CVCAA a copy of any eviction notice;
* Use the assisted unit as the household’s sole residence;
* Inform CVCAA of any changes in household composition within 30 days of such changes occurring;
* Notify CVCAA of any change in household income at the annual recertification. Participants may, but are not required to, report changes in household income prior to recertification;
* Cooperate fully with annual recertification, as well as any reviews conducted before the next recertification based on reported changes in household income or composition;
* Continue to include at least one member who is a U.S. citizen or qualified immigrant; and
* Comply with all CVCAA HOME TBRA program requirements

The household must not:

* Commit any serious or repeated violation of the lease;
* Assign the lease, sublet the assisted unit, rent out a room in the unit, or transfer the unit;
* Own or have any interest in the unit;
* Receive CVCAA HOME TBRA rental assistance while residing in a unit owned by a parent, child, grandparent, sister, or brother of any household member without CVCAA approval;
* Commit fraud, bribery, or any other corrupt or criminal act in connection with this or any federal housing program;
* Receive CVCAA HOME TBRA while receiving another housing subsidy for the same unit or for a different unit, under any duplicative (as determined by HUD) federal, state, or local housing assistance program;
* Engage in profit-making activities in the unit, unless such activities are legal, approved by the owner, or permitted under the lease and incidental to primary use of the unit for residence by members of the household;
* Engage in drug-related criminal activity, violent criminal activity, other criminal activity, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises; or
* Intentionally or negligently damage, or permit a guest to damage, the unit or premises beyond normal wear and tear.

### iii. Self-Sufficiency Plans

In order to initially qualify and maintain eligibility on CVCAA HOME TBRA program, the program participant must complete and make progress toward a self-sufficiency plan.

The goal of the self-sufficiency plan is for the family to secure permanent housing. Permanent housing is defined as permanent subsidized housing or market rate depending upon individual circumstances.

Self-Sufficiency Plans *may include:*

* Mental health care
* Job training
* Household finance
* Substance abuse counseling
* Securing day care to enable a household member to work
* Apply for and maintain placement on Section 8 Housing Choice Voucher Program

 CVCAA will document the following for the household’s Self-Sufficiency Plan:

* Description of household need
* Identify services to assist household
* Describe how needs will be met
* Timeframe for completion
* Record attendance to required training

A household must participate in and make progress toward its Self-Sufficiency Plan in order to qualify for annual recertification.

# I. ISSUANCE OF COUPONS, UNIT SIZE, AND RENT STANDARD AMOUNTS

## a. CVCAA HOME TBRA Coupon Issuance

When funding is available, and after the household has been certified eligible and briefed on program requirements, CVCAA issues a CVCAA HOME TBRA coupon to the household. The coupon represents a contractual agreement between CVCAA and the household, specifying the rights and responsibilities of each party, and is the household’s authorization to search for an eligible unit. It also specifies the standard unit size assigned to the household. A coupon does not constitute admission to the program, and a coupon-holder is not considered a program participant until such time as a lease and RAC become effective.

## b. Coupon Term, Suspensions and Extensions

The initial coupon term will be 120 calendar days.

CVCAA may grant extensions to certain coupon holders in documented special circumstances, including filing a housing discrimination complaint. CVCAA may also grant extensions to all coupon holders in appropriate circumstances, based, for example, on market conditions. CVCAA will also grant extensions as needed as reasonable accommodation to make the program accessible to and usable by a person with disabilities. A household may need to re-verify income before a coupon extension is granted.

CVCAA will suspend the coupon term (i.e. stop the clock) if the applicant has provided a Request for Unit Approval (RUA) until the time that CVCAA approves or denies the request. The applicant’s search time will be extended for a period of time equal to the number of days elapsed between the submission of the RUA and denial of the request.

If the coupon term has expired before the household receives unit approval, the household may submit a new application for CVCAA HOME TBRA if CVCAA reopens the application period. CVCAA is not required to notify a household that its coupon has expired.

## c. Unit Size and CVCAA HOME TBRA Rent Standard Amounts

At issuance, the CVCAA HOME TBRA coupon will specify the household’s unit size on which the household’s rent standard amount or initial maximum rent will be based. The household may select any unit at or below the household’s rent standard amount that would not be overcrowded according to HUD HQS definition, which allots at least one bedroom/living space for every two persons.

CVCAA HOME TBRA rent standard amounts are based on unit size.

CVCAA will set the CVCAA HOME TBRA rent standard amount for each unit size at an amount that is between 95-110% of the Fair Market Rent applicable in its service area, as published annually by HUD. The CVCAA HOME TBRA rent standard amounts will remain the same until such time as the CVCAA determines that a different percentage of FMR is warranted. CVCAA will publish CVCAA HOME TBRA rent standard amounts on CVCAA’s website and in the CVCAA HOME TBRA Applicant Briefing Book.

#### Determining Unit Size on Coupon

The unit size on the CVCAA HOME TBRA coupon will be determined based upon the total number of household members intending to reside in the assisted unit. Generally, standard unit sizes provide for the smallest number of bedrooms needed to accommodate a household without overcrowding. CVCAA does not determine who will share a bedroom/sleeping room. Households may choose an apartment smaller or larger than the unit size on their coupon, as long as the assisted unit will not be overcrowded. The table below sets forth standard unit sizes by household size.

|  |  |
| --- | --- |
| Size of Household | Unit Size |
| 1 | 0-1 |
| 2 | 1 |
| 3 or 4 | 2 |
| 5 or 6 | 3 |
| 7 or 8 | 4 |
| 9 or 10 | 5 |
| 11 or 12 | 6 |

For purposes of determining a household’s unit size:

1. In the case of documented pregnancy of a household member, the unborn child will be counted as a household member;
2. Any single live-in aide approved by CVCAA to reside in the assisted unit to care for a household member who is disabled or 62 years of age or older will be counted as a household member;
3. A child who resides in the assisted unit with his or her parent for at least 183 days of the year pursuant to a joint custody agreement or order will be counted as a household member, provided that such parent is a household member;
4. A foster child who is placed and will reside in the assisted unit for more than 183 days of the year will be counted as a household member;
5. A household member who is away at school but intends to live with the household in the assisted unit during school recesses will be counted as a household member;
6. An individual who will be absent from the assisted unit for more than 90 consecutive days will not be counted as a household member unless such individual is absent due to hospitalization, military deployment, or other good cause as determined by CVCAA on a case-by-case basis, and is reasonably expected to return within 180 days; and
7. If a household member is disabled, CVCAA may increase the unit size it assigns to the household as a reasonable accommodation for the disabled household member.

# J. HOUSING QUALITY STANDARDS

CVCAA is required by federal legislation and HUD regulations to ensure that each assisted unit occupied by a household participating in CVCAA HOME TBRA is “decent, safe and sanitary.” To meet this requirement, CVCAA will conduct a Housing Quality Standard inspection prior to providing CVCAA HOME TBRA assistance and at least annually to ensure continued compliance with HQS throughout the term of assisted tenancy. Inspected units will receive a designation of “pass” or “fail.”

## a. Physical Standards

In order to pass a HQS inspection, a unit must meet standards on the following components:

* Sanitary facilities;
* Food preparation and refuse disposal;
* Space and security;
* Thermal environment;
* Illumination and electricity;
* Structure and materials;
* Interior air quality;
* Water supply;
* Lead-based paint;
* Access;
* Site and neighborhood;
* Sanitary condition; and
* Smoke and Carbon Monoxide detectors

#### Bedrooms and Unit Layout

At a minimum, a dwelling unit must have a living room, a kitchen area and a bathroom. (Single Room Occupancy Units are exempt from this requirement). The unit must also have at least one living/sleeping room for every two household members.

* A studio apartment is considered a living/sleeping room
* Each living/sleeping room must also have:
* Two working outlets; or one working outlet and one working light fixture; and
* A window if the room is used primarily for sleeping
* Unit Size is based on the number of legal bedrooms; sleeping quarters that are not technically bedrooms do not count as bedrooms in determining unit size and rent standard amount.

#### Kitchen

A kitchen area must be used primarily for the preparation and storage of food. It must have the following items:

* Oven and a stove with top burners. All burners must be working, and all knobs to turn the burners on and off must be present (Single Room Occupancy Units excepted);
* A refrigerator of appropriate size, based on the number of household members. For example, countertop or compact-type refrigerators are insufficient for a family of four. The refrigerator must also maintain a temperature low enough to keep food from spoiling, and the freezer space must be present and in working condition;
* Storage: the kitchen must have space for storage, preparation and serving of food; and
* Kitchen Sink: a kitchen sink must provide running hot and cold water from the faucet and have a properly working drain.

#### Bathroom

The bathroom must be contained within the unit and have the following characteristics:

* An enclosed and operating toilet facility;
* A shower or tub with running hot and cold water;
* A permanently-installed washbasin (bathroom sink);
* One permanent light fixture in working condition; and
* A window or alternative adequate ventilation.

#### Other Rooms Used for Living

Other rooms used for living are defined broadly, and include bedrooms, dining room, entrance hall, and corridor. If any of these areas are used primarily for sleeping, they must have a window, and two working outlets or one working outlet plus one working permanent light fixture.

## b. Specific Apartment Items

#### Windows

The windows should not show any signs of severe deterioration. The presence of any of the conditions listed below requires a failure rating. Severe deterioration means:

* Missing or broken panes;
* Dangerously loose, cracked panes (which present a cutting hazard);
* Windows that will not close;
* Windows that, when closed, do not form a reasonably tight seal and allow the outside elements to enter; or
* Broken window balance

#### Doors

All exterior doors must be lockable, have no holes and have all trim intact. All interior doors must have handles, contain no holes and have all trim intact.

#### Walls and Ceilings

Walls and ceilings may not show any signs of being structurally unsound or hazardous. The presence of any condition below is an automatic HQS failure. Unsound or hazardous means:

* Severe bulging, buckling, or leaning; or
* Large cracks or holes allowing drafts or rodents to enter; or
* Loose sections of plaster in danger of falling; or
* Presence of severe mold

#### Floors

In order to pass inspection, floors must not show any signs of being structurally unsound or hazardous. The presence of any condition below will result in an automatic HQS failure.

* Severe buckling or major movements under walking stress;
* Large sections of damaged or missing flooring (two square feet or more where floor beams are visible); or
* Large cracks or holes allowing drafts or rodents to enter

#### Electrical

##### A unit must be free of electrical hazards and meet the following criteria:

* Kitchen – One working electric outlet and one permanently installed light fixture.
* Bathroom – One permanent light fixture. An outlet may be present, but is not required. An outlet cannot be substituted for an overhead light fixture.
* Living Room and Bedroom – Two operating electrical dual outlets, or one operating dual outlet and one permanent overhead or wall mounted light fixture.

##### Electrical hazards that cause an automatic HQS failure include the following:

* Exposed, uninsulated, frayed wires;
* Missing switch covers;
* Overloaded circuits;
* Improper wire connections to outlets;
* Light fixtures hanging from electric wire with no other firm support; and
* Illegal wiring from building source to the tenant’s unit.

#### Heating

##### The heating must have a direct or indirect heat source as defined below:

* Direct – each room used for living must have a radiator, hot air register, or a facility for baseboard heat.
* Indirect – If there is no heat source present in the room, heat must be able to enter the room from an adjacent heated room.

#### Plumbing

* The kitchen and bathroom must have hot and cold running water;
* The unit should be free from major plumbing leaks; and
* The plumbing must be free from major corrosion that results in serious or persistent levels of rust in the water.

#### Access

* The unit must have its own entrance;
* Steps numbering six or more to any entrance in the building must also have a handrail at least three feet high;
* Doors and windows that are accessible from the outside must have legal, working locks; and
* Double cylinder locks are considered an automatic HQS failure and a hazardous condition. Apartments or buildings with double cylinder locks are automatic failures.

#### Exits

* The unit must have an unblocked, acceptable, alternative means of egress in case of fire (ex. Fire escapes, fire exit);
* Illegal window gates (gates that are located in the front of fire escape windows and are locked with combination locks or key padlocks) are illegal and an automatic HQS failure
* Legal window gates are located in front of fire escape windows and allow easy exit in case of emergency. These types of gates do not have locks, but have a mechanical level that can be lifted and the gate pulled back in case of an emergency. Gates with a quick release system are permissible.

#### Sanitary

* The unit must be free of severe infestation of vermin or roaches; and
* Sanitary facilities must be in proper operating condition and adequate for personal cleanliness and disposal of human and animal waste

#### Smoke Detectors

* A smoke detector is required in every unit, except where exempted by local law. Building owners are responsible for installing the detectors in accordance with the law, while tenants are responsible for maintaining them in working order. The detector is to be located in the hall of the unit near the bedrooms and on every floor if the dwelling has multiple floors. The detector may be battery or hard-wire operated;
* If the detector is present, but is inoperable (due to the need for a battery or if the tenant has removed the smoke detector for cooking purposes), the failure will be considered a tenant-based deficiency;
* If a hearing-impaired person is occupying the dwelling unit, the detectors must have an alarm system designed for hearing-impaired persons as specified in the National Fire Protection Association Standards.

#### Lead-Based Paint

Federal lead-based paint requirements applying to CVCAA HOME TBRA are codified at 24 CFR Part 35, subparts A, B, M, and R.

xiii. Emergency Conditions

CVCAA may determine certain HQS defects to be emergencies. The owner must repair these defects within 24 hours. The following list provides examples of the type of household defects CVCAA considers emergency HQS failures. Depending on their severity, other conditions may be cited as emergency HQS failures requiring 24-hour correction period including:

* Gas leaks
* Smoking/Sparking electrical outlets or wiring; or
* Building in imminent danger of collapse

#### Tenant-Caused Defects

CVCAA distinguishes between tenant-caused and owner-caused HQS defects on the inspection report provided to both tenant and owner. Unless provided for in the lease agreement, owners are not responsible for the correction of HQS defects that are tenant-based. The following list provides examples of defects that CVCAA will consider to be caused by the tenant/participant. CVCAA reserves the right to make a determination of the cause of any deficiency following an inspection and discussion with both the owner and the tenant.

##### Examples of tenant-caused failures include:

* No electricity when the tenant is responsible for payment of utilities;
* No gas to the unit when the tenant is responsible for this utility;
* A fire escape blocked or exit blocked by tenant;
* The heavy accumulation of refuse or debris in the unit;
* No battery in the smoke detector or the smoke detector is inoperable;
* Not providing HQS inspector with access to a specific room in the assisted unit

## c. The Inspection Process

#### General Policies

There are six types of HQS inspections:

1. Initial inspection prior to entering into an RAC with an owner
2. Annual inspection
3. Special inspection (occupancy checks, complaints, hazardous situations)
4. Re-inspections to confirm that deficiencies have been corrected
5. Verification Inspection
6. Quality control inspection

Inspections will be scheduled in accordance with 24 CFR Part 982 and this administrative plan. Additionally, inspections may be scheduled at the request of HUD, an applicant, TDHCA, a participant, an owner/managing agent, or any other interested party.

CVCAA HOME TBRA will provide reasonable notice to both tenant and owner of the scheduled inspection date. For occupied units, the tenant is responsible for providing access to the unit. Except in emergency situations, CVCAA will provide reasonable notice of any inspection and a reasonable opportunity for the owner and household to reschedule an inspection. If two scheduled HQS inspections of occupied units are missed, CVCAA may terminate the household from CVCAA HOME TBRA for failure to uphold program obligations. For initial inspections of vacant units, owners are responsible for providing access and failure to do so may result in a cancellation of the Request for Unit Approval.

HQS inspectors will document on the appropriate form all defects that may cause the unit to fail to meet HQS standards, and will indicate whether those failures are deemed to be caused by the owner or the tenant, or both. HUD requires that CVCAA verify that HQS failure items have been repaired. A re-inspection of a unit with HQS failures is not a regulatory requirement, provided that CVCAA can obtain verification through alternative means. As defined herein, CVCAA will require re-inspections for emergency items, for tenant-caused failures, and other times at CVCAA’s discretion and/or at the request of the owner or tenant; however CVCAA will verify nonemergency, owner-caused failures through certifications signed by both the owner and tenant. CVCAA reserves the right require re-inspection or to accept self-certification of emergency own-caused failures.

If the unit fails its HQS inspection, notification of the failure and a list of the defects will be provided to the tenant and the owner, and a copy will go into the tenant’s file. A failure letter from CVCAA will provide the owner (or tenant, if the defect is tenant-caused) with the date by which repairs must be made, and inform the owner or tenant to notify CVCAA (in writing or by phone) that the defects have been corrected. The failure letter will also notify the owner that a RAC will be abated in accordance with CVCAA policies if repairs are not completed within 24 hours in the case of emergency failures, or 25 days in the case of routine, non-emergency failures.

#### Initial Inspections for New Program Units

CVCAA will schedule inspections upon submission of a complete RUA. CVCAA will notify the owner and program applicant if the unit passes HQS inspection. An initial inspection that passes HQS will be valid for one year. However, CVCAA reserves the right to conduct a second inspection if the period between the initial inspection and execution of the RAC exceeds 60 days.

If the unit does not pass inspection, CVCAA will notify the owner of the defects. CVCAA will notify the program applicant of the failure, giving the applicant the option of searching for an alternate unit or waiting for the deficiency to be resolved, if the owner indicates that the defect will be corrected within a reasonable time. It is the owner’s responsibility to notify CVCAA that the failure has been corrected and ask CVCAA to conduct a re-inspection. CVCAA will notify the owner and program applicant if the unit passed the re-inspection.

Access to vacant units for the initial inspection is the responsibility of the owner. If an owner misses two appointments, CVCAA has the option of revoking the RUA and issuing a new coupon to the program applicant.

#### Annual Inspections

CVCAA must conduct an HQS inspection of each unit subject to a CVCAA HOME TBRA RAC at least annually. CVCAA will schedule renewal inspections and send the household and owner an HQS Notice of Mandatory Annual Inspection at least 10 days prior to the inspection. If the tenant cannot be present during the inspection, s/he must reschedule the appointment with CVCAA so that the inspection is completed within two weeks of the original date. A tenant will not be allowed more than one opportunity to reschedule an inspection without providing documentation of good cause to CVCAA. Two missed inspection appointments by the household will be considered an HQS failure and violation of household obligations under the program. CVCAA has the option of terminating the CVCAA HOME TBRA.

If the unit does not pass inspection, CVCAA will notify the owner and tenant in writing of the defects and the 25-day requirement to make the repairs, or 24 hours if emergency failures are involved. CVCAA will inform the owner and tenant that CVCAA HOME TBRA housing assistance payments will be suspended the first of the next month if the defect has not been corrected within the appropriate timeframe. It is the owner’s responsibility to notify CVCAA that an HQS failure has been corrected.

#### Special Inspections

Tenants, owners, and interested third parties may report HQS complaints to CVCAA. CVCAA will attempt to inform the owner of the reported failure conditions and then attempt to confirm with the tenant if conditions have been corrected. CVCAA will attempt to conduct an inspection if the reported failure conditions are not confirmed as corrected by the tenant. If CVCAA fails to gain access, the tenant will be notified to contact CVCAA and arrange an inspection should the failure conditions remain.

CVCAA recommends that tenants immediately report hazardous situations to CVCAA. An HQS complaint inspection will be considered critical if the defect creates an immediately hazardous situation. Inspections by CVCAA may be used to verify the existence or correction of an emergency hazard. If the defect endangers the household’s health or safety, the owner will be required to make the repair within 24 hours. In these instances, CVCAA will provide the owner and tenant of written notification of the emergency and the 24-hour correction requirement. CVCAA will also notify the tenant and the owner of the possible suspension of CVCAA HOME TBRA rental assistance payments if the repairs are not made. Payment suspensions will be effective the first of the month following the correction period.

In cases where life-threatening HQS failure exists, the household may be eligible for emergency rehousing. CVCAA may issue a new coupon for the household to find alternative housing if the repairs on the current assisted unit have not been made within a reasonable period of time.

CVCAA has the right to terminate a RAC if another federal, state, or local authority or agency inspects a unit and certifies that is unsafe for the household.

## d. Abatement of Rent and Termination of RAC or CVCAA HOME TBRA Participation Based on HQS Failure

For owner-caused non-emergency failures in occupied units, owners will be given the option of certifying in writing that defects have been corrected. A CVCAA provided certification must be signed by both the tenant and owner and submitted via mail, fax, or email within 25 days of the failed inspection to avoid abatement on the first of the month following the 25-day correction period or termination of the RAC and HRA HOME TBRA payments will occur.

If the owner does not correct failures within 25 days, CVCAA may abate CVCAA HOME TBRA rental assistance payments. The abatement will take effect the first of the month following the 25-day correction period and will continue until all HQS deficiencies have been corrected and verified via a self-certification or verification inspection by CVCAA.

If the owner has made repairs, but is unable to obtain the signature of the tenant on the certification form, the owner may request a verification inspection. CVCAA will make reasonable attempts to re-inspect the unit before the 25th day; however, payment will not be abated if the inspection cannot take place before the 25th day. The items are verified corrected as of the date indicated by the owner. If the unit does not pass the scheduled verification inspection, retroactive abatement will take place after CVCAA notifies the owner of the failed inspection.

Non-certifiable items (ex. Emergency failures and tenant-caused failures) will continue to be automatically re-inspected by CVCAA within 24 hours, and tenant-caused failures within 25 days. For an initial/vacant unit, it is the owner’s responsibility to notify CVCAA that corrections have been made and to request a second inspection.

If a unit fails a second inspection for emergency failures, CVCAA may abate CVCAA HOME TBRA rental assistance payments on the first of the month following the initial 24-hour correction period. The owner must notify CVCAA and provide documentation of corrections in order for a third inspection to occur. If the unit then passes, CVCAA will make any retroactive payments to the date the repairs were documented, so long as notification of repair occurs within 60 days of the repair.

If a vacant unit fails the verification re-inspection, CVCAA will deny the RUA.

CVCAA reserves the right to re-inspect for any self-certified failure items for verification purposes. Additionally, CVCAA will randomly re-inspect at least 25% of all self-certified failure items for quality assurance purposes. If a random quality assurance re-inspection reveals that self-certified item is not corrected, the unit will fail inspection.

Self-Certification is not acceptable for the following failures:

* Tenant-caused failures
* If a tenant dispute that the defect has been corrected
* Vacant Units
* Initial Inspections

CVCAA reserves the right to accept self-certification for emergency failures.

#### Owner-Caused Failures

When an owner fails to correct an HQS failure within the specified period, CVCAA will either abate HRA HOME TBRA payments in their entirety until such time as the owner remedies the HQS failure as determined by CVCAA, or terminate the RAC and cease CVCAA HOME TBRA payments.

CVCAA will provide the owner with written notice that CVCAA HOME TBRA rental assistance payments will be abated effective the first of the month following the correction period or that CVCAA is terminating the RAC and CVCAA HOME TBRA assistance payments. A copy of the notice will also be sent to the tenant. The notice of abatement state that the tenant is not responsible for CVCAA’s portion of the abated rent. The abatement will continue until all HQS deficiencies have been corrected and verified via receipt of self-certification of HQS corrections or by re-inspection by CVCAA. It is the owner’s responsibility to notify CVCAA that deficiencies have been corrected. If CVCAA abates CVCAA HOME TBRA payments or terminates the RAC, CVCAA will allow the household to move.

#### Tenant-Caused Failures

When the tenant causes an HQS failure, CVCAA will provide the tenant with a notice of the defect and the required timeframe to correct the defect.

If the household causes a hazardous HQS failure requiring immediate correction, the household must correct the defect within no more than 24 hours at the household’s expense. For other household-causes defects, the household must correct the defect within no more than 25 calendar days. If CVCAA does not receive notification that defects have been corrected within the above timeframe, CVCAA will terminate the tenant’s participation in CVCAA HOME TBRA on the first of the month following the correction period.

# K. RENT REASONABLENESS DETERMINATIONS

## a. General Policy

CVCAA will not approve a lease until it has been determined that the rent is reasonable and, for the household’s first year in the unit, rent (including heat and hot water) does not exceed the applicable rent standard amount. Furthermore, the contract rent must be reasonable during the whole course of the assisted tenancy in the CVCAA HOME TBRA program. The term “reasonable” means that the owner’s proposed rent is within a range of rents that appropriately reflects the market conditions of a particular service area/neighborhood, considering all of the relevant factors specified in 24 CFR §982.507 and listed below. In all cases, the rent paid to the owner may not exceed the rent charged by the owner for comparable unassisted units on the premises.

## b. When and How Rent Reasonableness Determinations Are Made

Rent reasonableness determinations are made when CVCAA reviews an initial or renewal lease.

###### CVCAA will determine that the proposed rent:

* Is reasonable in relation to rents for similar units in the private market; and
* Does not exceed rents charged by the owner for comparable, unassisted units

###### CVCAA’s reasonable rent determination will consider:

* Overall conditions of the unit;
* Utilities provided by the owner;
* Location of the unit;
* Rental market conditions;
* Number of bedrooms;
* Facilities; and
* Age of building/structure;

Each participant file will contain documentation that a rent reasonableness review has been conducted for the assisted tenancy.

## c. Rent Reasonableness Methodology

For all units, CVCAA will review rent reasonableness by:

* Reviewing the rental information provided by the owner in the CVCAA HOME TBRA Landlord Package and information in the RUA, and
* Comparing the requested rent amounts with rents for comparable, unassisted units located on the premises, using a rent roll or leases provided by the owner.
* If the information above is unavailable or inconclusive, CVCAA will obtain information on comparable, unassisted units in the local market from online sources, newspaper listings, and any other independently verifiable source of information.

Owners must provide to CVCAA any information requested by CVCAA on rents charged by the owner for other units on the premises or elsewhere. If the owner does not comply with CVCAA requests for information, the RUA will be rejected and the owner will be notified in writing with a copy to the household.

## d. Rent increases in Renewal Leases

After the initial year, renewal leases providing for rent increases may be approved by CVCAA, even if the new rent will exceed the household’s current rent standard amount, so long as the rent increase is legal and the new rent remains reasonable under the standards set forth in 24 CFR §982.507

# L. CALCULATING HOUSEHOLD CONTRIBUTION TO RENT AND CVCAA HOME TBRA RENT STANDARD AMOUNT

## a. Calculating Total Monthly Household Contribution to Rent

A household’s total monthly contribution to rent is the sum of the following:

The highest of the following amounts, rounded to the nearest dollar:

* 30% of the household’s adjusted income, divided by 12;
* 10% of the household’s annual income, divided by 12
* PLUS the amount, if any, by which the rent exceeds the applicable rent standard amount, after the household’s first year in the assisted unit;
* PLUS the amount, if any by which the CVCAA HOME TBRA rental assistance amount has been reduced because of a household member’s ineligibility based on immigration status.

## b. Minimum Monthly Household Contribution to Rent

The minimum household contribution to rent under CVCAA HOME TBRA is 10% of gross monthly income

## c. CVCAA HOME TBRA Rent Standard Amount

The CVCAA HOME TBRA rent standard amount is the maximum rent (including utilities) that CVCAA will approve for a household’s first in an assisted unit. CVCAA sets the rent standard based on unit size and fair market rent for the unit’s location per HUD and TDHCA.

#### Increase in CVCAA HOME TBRA Rent Standard Amount

If the CVCAA HOME TBRA rent standard amount is increased, the household’s RAC will be modified at the annual recertification to reflect the new rent standard amount.

#### Decrease in Payment Standard

A decrease in the CVCAA HOME TBRA rent standard amount will not be applied to a household during the RAC term, and the household rent standard amount will remain the same for purposes of calculating the CVCAA HOME TBRA rental assistance amount the household’s next annual recertification.

#### Change in Household Size

If the household size changes during the RAC term, CVCAA will not assign a new unti size and change the household’s rent standard amount until the household’s next annual recertification. The tenant will be required to provide documentation of a decrease in household size, such as a utility bill or lease verifying the former household member’s new address. If other documentation is not available, CVCAA will use its discretion in assessing whether alternative documentation can be used to show that the former household member no longer resides in the subsidized unit.

#### Application of Rent Standard Amount

The rent standard amount for a household’s assigned unit size that is in effect when the RAC is executed is used in calculating the household contribution.

# M. GENERAL LEASING POLICIES AND RENTAL ASSISTANCE CONTRACT

## a. Initial Steps in the Leasing Process

When a household finds a suitable unit and the owner is willing to lease the unit under CVCAA HOME TBRA, the following documents must be submitted to CVCAA, prior to the expiration of the coupon:

* A completed Landlord Package, including a completed CVCAA HOME TBRA Request for Unit Approval (RUA);
* A copy of the proposed lease, including HUD-prescribed CVCAA HOME TBRA Lease Addendum;

Both the owner and coupon holder must sign the RUA, and the household may not submit more than one RUA at a time.

CVCAA will review the proposed lease and the RUA to determine whether they can be approved. The following factors are considered:

* Whether the unit meets HUD’s Housing Quality Standards (HQS);
* Whether the rent is reasonable;
* Whether the proposed lease complies with HUD and TDHCA requirements; and
* Whether the owner is approvable and there are not conflicts of interest

#### Initial Household Share of Rent

For the household’s first year in the assisted unit, the rent may not exceed the household’s rent standard amount. A proposed lease providing for rent in excess of the household’s rent standard amount in the initial year will not be approved.

#### Disapproval of the Request for Unit Approval

If CVCAA determines that the RUA cannot be approved, the owner and the household will be notified in writing unless verbal notification will suffice based on the reason for the disapproval.

When the RUA is disapproved, CVCAA will provide the household with a new CVCAA HOME TBRA coupon with a revised expiration date, along with a new Landlord Package and RUA form, so that the household can resume its search for eligible housing.

#### Screening of Applicants for Household Behavior or Suitability

Placing a household on the waiting list or selecting a household for participation in CVCAA HOME TBRA is not a representation by CVCAA to prospective owners about the household’s expected behavior or suitability for tenancy. Tenant screening and selection are the responsibility of the owner.

## b. The Lease and Lease Addendum

#### Form of Lease

All proposed private leases submitted for CVCAA HOME TBRA must comply with federal, state, and local law, include the HUD-required CVCAA HOME TBRA Lease Addendum as an attachment, and be reviewed and approved by CVCAA staff.

The lease must contain:

* The name of the owner and tenant;
* The address of the unit rented (including apartment or duplex numbers as applicable)
* The term of the lease (initial and any provisions for renewal);
* The amount of the monthly rent to owner; and
* Specifications concerning which utilities and appliances are to be supplied by the owner and which are to be supplied by the household.

The lease must NOT contain any of the following terms:

* Agreement to be sued - Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease
* Treatment of property - Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with applicable law.
* Excusing owner from responsibility - Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether or intentional or negligent.
* Waiver of Notice - Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant
* Waiver of Legal Proceedings - Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
* Waiver of a jury trial - Agreement by the tenant to waive any right to a trial by jury.
* Waiver of right to appeal court decision - Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
* Tenant chargeable with cost of legal actions regardless of outcome - Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

#### Initial Lease Term

Initial lease terms in the CVCAA HOME TBRA program will be for a period of 12 months.

#### Lease Renewal

Prior to termination of the lease and RAC, CVCAA will send the owner a CVCAA HOME TBRA Request for Lease Renewal form. A completed CVCAA HOME TBRA Request for Lease Renewal, along with a proposed renewal lease and CVCAA HOME TBRA Lease Addendum must be returned to CVCAA at least 60 days in advance of the lease expiration date to avoid a break in CVCAA HOME TBRA Rental Assistance payments. Owners who do not respond will receive a CVCAA HOME TBRA Nonreceipt of Request for Lease Renewal prior to the lease expiration date as a reminder.

The assisted unit must also pass an annual HQS inspection. Both the owner and participant/tenant will receive HQS Notice of Mandatory Annual Inspection.

If the owner is seeking a rent increase in the proposed renewal lease, CVCAA will confirm that the increased rent is legal and reasonable. If CVCAA approves the proposed lease, it will send the owner a CVCAA HOME TBRA Lease Renewal Approval with a renewal RAC. The owner must sign and return the RAC with a fully executed copy of the CVCAA-approved renewal lease and the CVCAA HOME TBRA Lease Addendum. CVCAA will then send a fully executed copy of the renewal RAC to the owner. CVCAA will send the participant/tenant a renewal Rent Breakdown. CVCAA HOME TBRA Rental Assistance Payments will then be issued pursuant to the renewal RAC.

If CVCAA does not approve a proposed renewal lease, the owner will receive a CVCAA HOME TBRA Rejection of Request for Lease Renewal. If the basis for rejecting the Request for Lease Renewal is not corrected, or if the owner fails to submit a Request for Lease Renewal or refuses to offer the tenant a renewal lease, CVCAA will send the owner a Notice of Intent to Discontinue CVCAA HOME TBRA Rental Assistance Payments Due to Owner Noncompliance. The participant/tenant will receive a CVCAA HOME TBRA Notice of Required Move Due to Pending Lease Expiration, informing the household how to request a new CVCAA HOME TBRA Coupon in order to move and retain CVCAA HOME TBRA payments after the lease for the current assisted unit expires.

#### Termination or Refusal to Renew Lease

An owner may not terminate the lease or refuse to renew the lease of a household participating in CVCAA HOME TBRA, except for:

* Serious or repeated violation of the terms and conditions of the lease;
* Violation of applicable Federal, State, or local law; or
* Other good cause, not including an increase in the tenant’s income or refusal of the tenant to purchase the housing.

The owner must provide the tenant and CVCAA with written notice specifying the grounds for the action at least 30 days before the termination of tenancy. 24 CFR §92.253(c).

#### Changes in Lease

If a tenant and owner mutually agree to alter the current lease agreement, any changes must be in writing, dated, and signed by both parties. The owner must provide a copy of the updated lease to CVCAA.

CVCAA will approve any mutually agreed upon changes in a lease, as long as the lease still complies with HUD requirements.

A new RUA, lease, and RAC are required for:

* Changes in tenant/owner-supplied utilities
* Changes governing the term of the lease; and
* Moving to a new unit in the same building or complex. Prior approval from CVCAA and a new Landlord Package and HQS inspection are required.

#### Separate Agreements

The owner is prohibited from demanding, requesting, or receiving any amount above the rent and security deposit specified in the RAC. Any appliance, service or other item that is routinely provided to unassisted tenants or permanently installed in the unit may not be placed under a separate agreement and must be included in the approved lease. CVCAA approval of a reasonable and customary additional charge or fee may only be requested for optional amenities.

Violation of this provision may result in the owner being barred from further participation in any CVCAA rental assistance programs. Before disqualifying an owner, CVCAA will provide notice and an opportunity to object in writing.

All separate agreements for special items or services must be attached to the proposed lease and approved by CVCAA. Approved additional costs and fees will be identified in the RUA. If agreements are executed at a later date, they must be approved by CVCAA and attached to the lease.

A tenant’s failure to perform under a separate agreement has no effect on the tenant’s rights under the lease, and cannot be a cause for eviction.

If the tenant and owner agree on charges for an optional additional item, as long as those changes are reasonable and not a substitute for a higher rent, CVCAA will permit them.

#### Security Deposits

If the owner requires a security deposit to rent the unit, CVCAA can assist the household with a security deposit that does not exceed one month’s rent. CVCAA will determine the inclusion of security deposits based upon funding availability and household need.

## c. Rental Assistance Contracts (RAC)

A RAC will be executed after the following events:

1. Tenant is issued a coupon;
2. Tenant locates a unit prior to coupon expiration;
3. Rent reasonability test is conducted and rent is determined eligible
4. Landlord package and proposed lease are approved and owner has been validated to receive payments
5. Unit passes HQS inspection
6. Household income has been reverified, if more than six months have elapsed since CVCAA determined the household to be income eligible.

**The RAC and lease MUST be executed simultaneously.**

CVCAA HOME TBRA rental assistance payments will be made to the owner, in accordance with the terms of the RAC, during the lease term while the household is residing in the assisted unit. The term of the RAC will terminate upon termination of the lease and may not exceed 24 months, but may be renewed depending upon other tenant eligibility factors.

#### Overpayments

In accordance with the terms of all RACs, if CVCAA determines that the owner is not entitled to any part of the CVCAA HOME TBRA rental assistance payment, CVCAA may exercise rights and remedies including deducting the amount of overpayment from any amounts due the owner (including amounts due under any other RAC), recovering payments suspending future payments, or terminating the contract. CVCAA may seek additional relief by judicial order or action, including specific performance, other injunctive relief, or order for damages.

###### Examples of overpayment that may occur include:

* Payments made when a unit is under abatement because of HQS violations, or a RAC has been terminated for HQS violations;
* Payments made for a unit vacated with or without the knowledge of the owner. This policy does not apply to CVCAA HOME TBRA rental assistance payments for the month of the move-out. CVCAA may recoup any amount due for the period that a tenant did not reside in the CVCAA HOME TBRA-assisted unit;
* Payments made mistakenly twice in one month because of record-keeping or other error; and
* Change of ownership

In all these examples, the owner would be owe CVCAA the portion of the CVCAA HOME TBRA rental assistance payment to which he/she is not entitled.

#### Termination of RAC and Payment

CVCAA HOME TBRA Rental Assistance payments pursuant to a RAC terminate if:

* The lease is terminated by the owner, in accordance with the terms of the lease;
* The lease terminates and is not renewed;
* The RACE terminates;
* CVCAA terminates assistance for the household; or
* Funding for CVCAA HOME TBRA program is no longer available.

If an owner has commenced the process to evict the tenant, and if the household continues to reside in the unit, CVCAA must continue to make payments to the owner in accordance with the RAC until the owner has obtained a judicial determination allowing the owner to evict the tenant. CVCAA will continue such payments until the household is evicted from the unit or moves out. Payments will be pro-rated to eviction date.

## d. Household Move Out

If the household moves out of the unit, CVCAA may not make any payments to the owner for any month after the month when the household moves out. The owner may keep the payment for the month during which the household moves out.

#### Violation of Space Standards

If CVCAA determines that the unit no longer meets HQS because of an increase in household size or change in household composition, CVCAA may issue the household a new CVCAA HOME TBRA coupon to enable it to find an acceptable unit. If the household locates an acceptable unit available for rental by the household, CVCAA must terminate the original RAC, with notification to the household and owner. The RAC terminates at the end of the month that follows the month in which notification is given, and CVCAA HOME TBRA payments must terminate by the end of the month when the household moves from such unit.

# N. OWNERS

## a. Definition of Owner

An owner is defined as any person or entity legally authorized to lease the assisted unit. A principal or interested party in a partnership or cooperation will be considered an owner, if authorization to act on behalf of the partnership, corporation, etc. is provided.

Proof of ownership is required for participation in the program and must be submitted in the following form:

* If the property is managed by an agent and payments are made to a management company, a copy of the management agreement; and
* A copy of the recorded deed or shareholder agreement and W-9: Request for Taxpayer Identification Number & Certification

## b. Disapproval of Owner

CVCAA will not approve a CVCAA HOME TBRA tenancy if HUD or another party has informed CVCAA that the owner is debarred, suspended, or subject to limited denial of participation, or if the owner has been disqualified by CVCAA. An owner who demands, requests, or receives any amount above what is set forth in the RAC and lease will be barred from further participation in any CVCAA rental assistance program. Before placing an owner on a disqualification list, CVCAA will provide notice to the owner and an opportunity for the owner to object in writing.

CVCAA must also not approve a CVCAA HOME TBRA tenancy under the following circumstances:

* The federal government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending;
* A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements;
* The owner is a parent, child, grandparent, grandchild, sister, or brother of any CVCAA HOME TBRA household member. CVCAA will waive this restriction as a reasonable accommodation for a household member who is a person with a disability.
* CVCAA may use its discretion to deny a CVCAA HOME TBRA tenancy under the following circumstances:
* Violations of obligations under one or more CVCAA HOME TBRA RACs, ex. Refusal to renew leases of CVCAA HOME TBRA participants in violation of 24 CFR §92.253(c).
* History of Housing Maintenance violations;
* Acts of fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
* Participation in any drug-related criminal activity or any violent criminal activity;
* Current or previous practice of non-compliance with HQS and/or state and local housing codes or with applicable housing standards for units leased under any other federal housing program;
* Current or prior history of refusing to evict other assisted tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that: threatens the right to peaceful enjoyment of the premises by other residents; threatens the health or safety of residents, CVCAA employees, or owner employees; threatens the neighbors’ health or safety, or neighbors’ right to peaceful enjoyment of their residences; or engages in drug-related criminal activity or violent criminal activity;
* Current or prior history of engaging in or threatening abusive or violent behavior toward CVCAA personnel; and
* Failure to pay state or local real estate taxes, fines, or assessments.

Any owner who has entered into a legal agreement with CVCAA to pay outstanding obligations may be approved for participation in CVCAA HOME TBRA. This decision will be made by CVCAA on a case-by-case basis.

## c. Change in Ownership

A prior owner must obtain CVCAA’s written consent before a RAC may be assigned to a new owner. The new owner must agree in writing, in a form acceptable to CVCAA, to comply with all terms and conditions of the RAC. CVCAA may deny approval of assignment of the RAC to the new owner for any of the reasons listed above.

CVCAA will process a change of ownership only if the request is accompanied by proper documentation of ownership of the property in question (copy of the deed or title) and proper documentation of the sale agreement, as well as Form W-9 and Electronic Funds Transfer (EFT) Form.

CVCAA must receive written request by the old owner or new owner in order to change the RAC payee and/or the address to which the payment is to be sent.

# O. ANNUAL AND INTERIM RECERTIFICATIONS

## a. Annual Recertification

Subject to the availability of funding, CVCAA will recertify a household for continued participation in CVCAA HOME TBRA if the household’s adjusted income does not exceed 80% of the AMI, at least one household member is a citizen or qualifying noncitizen, and the household continues to reside in the assisted unit.

A household’s eligibility for recertification is conditioned on the household’s timely cooperation with any requests by CVCAA for household information and documentation.

CVCAA conducts annual recertifications of:

* Eligibility
* Income
* Household composition
* Progress toward self-sufficiency

Generally, at least 90-120 days in advance of the scheduled annual recertification date. CVCAA will send a recertification package to the head of household. The recertification package will also identify supplemental forms that some households may need complete, which will be available online or by calling CVCAA at the number provided. The participant may also call CVCAA for additional information or assistance or to request an in-person recertification appointment. The participant must complete the recertification package and any supplemental forms required and provide the requested verification. In general, verification documents should be dated no more than 60 days prior to the date the recertification package is returned. In cases where income and asset information is reported quarterly or semi-annually by a third party, the most recent statement will be acceptable.

The entire package, including all required third-party verifications, must be returned to CVCAA on or before the return date printed on the package. If CVCAA has not received the completed package including all necessary forms and documentation by the due date, CVCAA will send the tenant a CVCAA HOME TBRA Recertification Request for Additional Information. Participants will be given 15 calendar days from the date of the request to complete re-certification.

If the participant notifies CVCAA that he/she is having difficulty obtaining necessary documentation from third parties, CVCAA will assist the participant by attempting to verify information through various means.

CVCAA will analyze and verify all information included in the recertification package and send the participant a Recertification Information form with updated household information based upon a CVCAA-approved renewal lease, and will notify both the tenant and the owner of the new rent amount to be paid by the tenant and new CVCAA HOME TBRA rental assistance payment to be made to the owner and effective dates thereof in the CVCAA HOME TBRA Renewal Rent Breakdown and renewal RAC.

If the household fails to complete the Recertification Package, CVCAA will issue a Notice of Intent to Terminate Participation in the CVCAA HOME TBRA, which provides information concerning appeal procedures to contest the decision.

## b. Interim Recertification

Participants are required to report all changes in their household composition within 30 days of the change. Participants may elect to report changes in household income at any time prior to annual recertification. When a participant reports a change to CVCAA, the date of the notification will be noted and the participant will be advised on how to verify the change.

An interim recertification will be conducted for all changes in household composition or decreases in household income reported prior to the annual recertification. CVCAA may elect to conduct an interim certification when informed of an increase in household income.

CVCAA will not reduce the household’s share of the rent when the household reports a loss of, or reduction in, public assistance benefits due to fraud or failure to participate in a self-sufficiency or work activity.

If the household reports a decrease in household income, CVCAA will recalculate the household share and the CVCAA HOME TBRA rental assistance amount as part of the interim recertification. If the household reports an increase in household income, CVCAA may recalculate the household share and the CVCAA HOME TBRA rental assistance amount at the interim recertification but is not required to do so until the next annual recertification.

## c. Recalculating Household Share and CVCAA HOME TBRA Rental Assistance Amount

CVCAA will notify household and the owner of any changes in the tenant share of the rent and the CVCAA HOME TBRA rental assistance amount, as follows:

#### Increases in Tenant Share of Rent

Increases in the household’s share of rent will become effective the first day of the month following a full 30-day notice, provided that changes were reported by the next annual recertification following the increase in household income. If there has been misrepresentation of income by the tenant, or if the tenant caused a delay in the recertification process, CVCAA may make rent changes effective on the first day of the month following completion of the recertification (no 30-day notice provided).

#### Decreases in Tenant Share of Rent

Decreases in the tenant share of rent will become effective on the anniversary date of the annual recertification or the first day of the month following the date any interim change was reported, provided said change was reported in a timely manner. If the household causes a delay so that the recertification is not complete by the anniversary date, the rent change will be effective the first day of the following month after the recertification.

#### Changes in Household Composition Prior to Recertification

Participants must report any changes in household composition to CVCAA within 30 days of such changes occurring. When informed of such changes prior to the household’s annual recertification, CVCAA will conduct an interim recertification to determine the household’s continued eligibility and whether the change in household composition results in an HQS failure.

In general, household members are added as a result of marriage, domestic partnership, birth, or reunification with minor children. If a unit does not meet HQS standards due to an increase in household size, the household is responsible for remedying the failure, including requesting approval to move to a new unit. CVCAA may grant the household approval to move and issue a new coupon with an increased unit size, if CVCAA HOME TBRA funding is available. If the change in household size does not result in an HQS violation, a new unit size will not be assigned until the household’s next annual recertification.

If CVCAA denies a household’s request for prior approval to move because an HQS violation resulted from an addition (other than by marriage, domestic partnership, birth, or reunification with minor children) that was not approved by CVCAA, CVCAA will issue a CVCAA HOME TBRA Notice of Denial of Request for Prior Approval to Move. The household will be terminated if it fails to correct the HQS violation. Households must report an absence of the household from the assisted unit, as well as the absence of any individual household member, that is expected to last more than 90 days and, where practicable, receive prior approval for the absence.

A guest may not reside in an assisted unit for more than 90 days during a year unless such guest is added to the household as a member. To add such guest as a member of the household, the participant must notify CVCAA of the change in household composition and CVCAA will conduct an interim recertification. If the household does not seek to add a guest as a member of the household, CVCAA may ask the household to provide verification that the guest is not residing permanently in the assisted unit.

CVCAA maintains the right to terminate assistance to a household for failure to timely report a change in household composition.

#### Participant Household Separations

If an assisted household participating in CVCAA HOME TBRA separates into two or more otherwise eligible households, CVCAA will decide on a case-by-case basis which of the household units will continue to receive such assistance. CVCAA has broad discretion in determining which resulting household unit will continue to participate in CVCAA HOME TBRA, but under no circumstances will more than one of the resulting household units continue to participate.

###### Consideration will be given to factors, including, but not limited to:

Which household member was designated as head of household on the CVCAA HOME TBRA Application;

* Which household unit retains any children, members with disabilities, or member of 62 years of age or older;
* The role of domestic violence in the household separation;
* The role of criminal activity or incarceration in the household separation; and
* Recommendations of social service agencies, including state and local children’s service agencies, or qualified professionals

Either household may retain the coupon if there is mutual consent or a court-stipulated determination as to which household retains assistance.

# P. MOVING WITH CONTINUED CVCAA HOME TBRA ASSISTANCE AND PORTABILITY

## a. Moves

A household participating in CVCAA HOME TBRA may not move to a new unit and maintain eligibility for CVCAA HOME TBRA except with prior approval of CVCAA.

CVCAA may grant such approval and issue a new coupon to the household on the following grounds:

* The household is overcrowded in the assisted unit
* CVCAA abates CVCAA HOME TBRA rental assistance payments to the assisted unit or terminates the RAC because the owner fails to maintain the assisted unit in accordance with HQS and fails to remedy any HQS failure for which the owner is responsible within the period specified by CVCAA.
* The lease for the assisted unit has terminated by mutual agreement of the household and the owner, and the owner signs a release of the lease and RAC;
* The owner has obtained a court judgment or other process allowing the owner to evict the household;
* The owner fails or refuses to offer the household a renewal lease or CVCAA rejects the CVCAA HOME TBRA Request for Lease Renewal, and CVCAA sends the household a CVCAA HOME TBRA Notice of Required Move Due to Pending Lease Expiration;
* The need for the move is a direct result of a documented health and safety concern or other good cause, as determined by CVCAA on a case-by-case basis.

In accordance with VAWA and the Emergency Transfer Plan, victims of domestic violence, dating violence, sexual assault, or stalking may make an emergency request for prior approval to move and maintain CVCAA HOME TBRA eligibility and to obtain assistance in locating another available, safe dwelling unit.

If CVCAA does not grant a participant’s request for prior approval to move, it will issue a CVCAA HOME TBRA Notice of Denial of Request for Prior Approval to Move, which provides information concerning appeal procedures to contest the denial.

#### Move Procedures

Households that are eligible to move will be issued a move package that contains a CVCAA HOME TBRA Applicant Briefing Book, a CVCAA HOME TBRA Coupon with a reassigned unit size, a RUA, and a CVCAA HOME TBRA Landlord Package. The household may then conduct a search for new housing. While searching for a new unit, the household may remain in the current assisted unit for so long as the owner permits.

When the household moves out of an assisted unit, the CVCAA HOME TBRA rental assistance payments for that unit cease as of the month after the month that the household moves out of that unit. The owner may keep the CVCAA HOME TBRA rental assistance payment issues for the month during which the household moves out of the assisted unit.

Once CVCAA has approved the lease for the new unit, CVCAA will recalculate the CVCAA HOME TBRA rental assistance amount and the household’s monthly share of the rent. Assistance will begin on the new unit on the effective date of the lease and RAC. The household will be recertified upon an approved move to a new unit, and the annual recertification cycle will coincide with the new lease term.

If an approved move is delayed or cancelled, the household must notify CVCAA immediately so that current and future owner accounts can be properly credited. Per federal regulations, it is a violation of household obligations to legally occupy two units and CVCAA will consider this grounds for termination from CVCAA HOME TBRA.

## b. Portability

Portability is a term used to describe a household’s ability to rent a dwelling unit outside CVCAA’s jurisdiction and continue to receive assistance. A CVCAA HOME TBRA participant is not permitted to move with assistance outside of CVCAA’s service area.

# Q. DENIAL OR TERMINATION OF ASSISTANCE

CVCAA may deny or terminate CVCAA HOME TBRA for a household because of the household’s action or failure to act, failure to meet eligibility requirements, or insufficiency of CVCAA HOME TBRA funding. CVCAA will provide households with a written description of the household’s obligations under CVCAA HOME TBRA, the grounds for denying or terminating CVCAA HOME TBRA, and CVCAA’s procedures for informal agency review conferences, administrative hearings, and additional appeals.

## a. Forms of Denial/Termination of CVCAA HOME TBRA

Denial of CVCAA HOME TBRA for an applicant may include any or all of the following:

* Denying an application for failure to provide requested documentation and supplemental information within the time allowed;
* Denying an application because the household misrepresented household income or composition or failed to supply true and complete information;
* Denying an application based on CVCAA’s determination that the application household failes to meet CVCAA HOME TBRA eligibility requirements;
* Determining that a household member is ineligible for CVCAA HOME TBRA on the grounds of immigration status;
* Removing a household from the waitlist because it no longer satisfies eligibility requirements or fails to timely or adequately respond to a request for additional documentation;
* Denying an application because the household voluntarily withdrew its CVCAA HOME TBRA application by signing and submitting to CVCAA a statement of application withdrawal;
* Denying an application because the head of household failed to attend a briefing session and sign a CVCAA HOME TBRA Coupon.
* Expiration or rescission of a CVCAA HOME TBRA Coupon.
* Termination of CVCAA HOME TBRA for a participant may include:
* Terminating CVCAA HOME TBRA rental assistance payments under current RAC;
* Determining after an annual or interim recertification that a participant household no longer meets CVCAA HOME TBRA eligibility requirements;

## b. Grounds for Denial/Termination of CVCAA HOME TBRA

CVCAA may deny CVCAA HOME TBRA to an applicant or terminate CVCAA HOME TBRA for a participant under any of the following circumstances:

* The household fails to meet all CVCAA HOME TBRA eligibility requirements;
* Any member of the household fails to disclose and verify Social Security numbers and execute consent forms for obtaining information in accordance with 24 CFR Part 5;
* An applicant household on the waitlist fails to timely or adequately respond to a request from CVCAA to provide additional documentation regarding the household’s income and composition and to establish that the household continues to meet CVCAA HOME TBRA eligibility requirements;
* Any household member has committed fraud, bribery, or any other corrupt or criminal act in connection with this or any federal housing program;
* Sufficient CVCAA HOME TBRA funding is unavailable;
* The household income exceeds 80% AMI an annual recertification;
* No current member of the household is a citizen or qualifying noncitizen;
* The CVCAA HOME TBRA rental assistance amount has been zero for six months;
* The sole member of the household participating in CVCAA HOME TBRA dies;
* CVCAA determines that a household member knowingly permitted another individual who is not eligible for CVCAA HOME TBRA due to immigration status to reside on a permanent basis in the assisted unit, and the ineligible individual was not considered in calculating the prorated CVCAA HOME TBRA rental assistance amount. Such households will also be barred from submitting a new CVCAA HOME TBRA application for not less than 24 months;
* The household fails to grant access to its assisted unit for an HQS inspection;
* The household violated tenant responsibilities under the lease;
* The household is absent from the assisted unit for more than a total of 180 days in a 12-month period in any circumstance and for any reason;
* The household is absent from the assisted unit for 90 consecutive days, unless the household establishes that: (1) the absence was due to exceptional circumstances beyond the household’s control, such as hospitalization, (2) the household intends to return to the assisted unit within 180 days of departure, and (3) the household is not maintaining an alternative residence;
* Any member of the household engages in drug-related criminal activity, violent criminal activity, other criminal activity, or alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of other residents;
* The household has engaged in or threated abusive or violent behavior toward CVCAA personnel. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. “Threatening” refers to oral or written threats and physical gestures or use of animals as weapons that communicate an intent to abuse or commit violence;
* The household has misrepresented income, household composition, or any other reported information on or accompanying the CVCAA HOME TBRA application, recertification, or other official communication with CVCAA;
* The household has failed to timely report a change in household composition or absence from the assisted unit;
* The household has violated one of the household obligations listed in the CVCAA HOME TBRA Coupon, CVCAA HOME TBRA Applicant Briefing Book, or CVCAA HOME TBRA Administrative Plan;
* The household has failed to provide information and documentation requested by CVCAA;
* The household has failed to: attend a scheduled briefing with CVCAA and sign the CVCAA HOME TBRA coupon or attend a mandatory conference scheduled by CVCAA
* A household member has engaged in activity that may threaten the health or safety of the owner, property management staff, or persons performing the contract administration function or responsibility on behalf of CVCAA, including a CVCAA employee or contractor or agent;
* The household has vacated the assisted unit without notifying CVCAA;
* The household is responsible for remedying an HQS failure and fails to make required repairs or take other corrective action within the period specified by CVCAA;
* The household fails to complete an approved move after the owner of the assisted unit fails to renew a lease.
* The household failed to make progress on and/or document progress on its self-sufficiency plan

## c. Notice of Intent to Terminate Participation in CVCAA HOME TBRA

If CVCAA decides to terminate the household’s participation in CVCAA HOME TBRA for grounds other than a lack of available funding, CVCAA must give the household a written notice of intent to terminate, with reasons, as well as notify the household of its right to an informal agency review conference.

Terminations will allow a minimum of 30 days’ notice, with the following exception:

* Death of sole household member. The termination will be effective the end of the month of the date of death, as confirmed by the Social Security Administration or death certificate. CVCAA will not make CVCAA HOME TBRA rental assistance payments beyond this date.
* Insufficient funding. The termination will be effective as of the date that funding is no longer available. A notice of termination will be sent to the affected household

## d. CVCAA Discretion

In deciding whether to deny admission or terminate participation in CVCAA HOME TBRA because of an action or failure to act by household members, CVCAA has discretion to consider all of the circumstances in each case including the seriousness of the circumstances. Such acts include, but are not limited to:

* Failure to occupy a unit as a primary residence after execution of a Rental Assistance Contract
* Failure to attend a conference
* Failure to utilize the coupon within the time allowed

CVCAA will use its discretion in reviewing the extent of participation or culpability of individual household members and the length of time since the violation occurred. CVCAA may also review the household’s more recent history and record of compliance and the effects of that denial of program admission or termination of assistance may have on other household members who were not involved in the action or failure to act.

CVCAA may impose, as a condition of continued assistance for other household members, a requirement that household members who participated in, or were culpable for the action or failure to act, will not reside in the unit. CVCAA may then permit the other household members to continue in the program.

## e. Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

* If the owner terminates tenancy through court action for serious or repeated violation of the lease;
* If the owner notifies the household of termination of tenancy for a serious or repeated lease violation and the household moves from the unit prior to completion of court action; and CVCAA determines based on available evidence that the cause of the move is a serious or repeated violation of the lease;
* If the household fails to provide access to the unit for the owner or management agent, or fails to make necessary repairs for which the tenant is responsible, so that HQS deficiencies can be cured as required;
* If there are police reports, neighborhood complaints, or other third party information that has been verified by CVCAA; and
* If the household fails to pay its share of the rent on time and/or pay utilities for the household is responsible as stipulated by the lease. Non-payment of rent is considered a serious violation of the lease. A court order of eviction for non-payment is not required for CVCAA to terminate assistance. If an owner provides sufficient documentation of non-payment of rent, CVCAA will consider termination of assistance for the participant.

## f. Termination of Tenancy by Owner

The owner may only evict the tenant by court action. During the term of the lease (the initial term or any extension thereafter), the owner may only terminate the tenancy because of:

* Serious or repeated violations of the lease;
* Disturbance of neighbors;
* Destruction of property;
* Living or housekeeping habits that cause damage to the unit or premises;
* Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises; or
* Other good cause

An owner may not refuse to renew the lease of a household participating in CVCAA HOME TBRA except for serious or repeated violation of the terms and conditions of the lease, violation of applicable law, or other good cause. To terminate or refuse to renew tenancy, the owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination of the tenancy. TDHCA specifies that landlords cannot discriminate against tenants for being recipients of federal housing assistance.

## g. Procedures for Noncitizens

Applicant or participant households in which no members are either U.S. citizens or eligible immigrants are not eligible for assistance and must have their assistance terminated. CVCAA will verify all household members who declare eligible immigration status, using a federal database. Assistance may not be terminated while verification of a participant household member’s eligible immigration status is pending.

If the household or any household member claimed eligible immigration status and the U.S. Citizenship and Immigration Services (USCIS) primary and secondary verifications failed to document the status, the household may make an appeal to the USCIS and request a CVCAA administrative review. After CVCAA has made a determination of ineligibility, the household will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

## h. Missed Appointments and Deadlines

It is a household’s obligation to supply information, documentation and certification as needed for CVCAA to fulfill its responsibilities. CVCAA schedules appointments and sets deadlines in order to obtain the required information. An applicant or participant who fails to keep an appointment or to supply information required by a deadline without notifying the agency may be sent a notice of denial or termination of assistance for failure to provide required information.

Appointments may be scheduled and time requirements will be imposed for the following events and circumstances:

* Eligibility for admission;
* Verification procedures
* Coupon issuance and briefings;
* HQS inspections;
* Recertification; and
* Conferences and Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are: medical emergency, household emergency, and any other reason that CVCAA deems appropriate. These reasons are only acceptable if CVCAA is notified in a timely manner.

# R. AGENCY REVIEW CONFERENCES

All applicants who have been denied assistance and participants who face termination of assistance for grounds other than a lack of available funding may seek review of CVCAA’s decision by requesting an agency review conference. A program applicant or participant may also seek review of a decision by CVCAA affecting eligibility. Or the amount of assistance, removal from a waitlist, and denial of a request to move. Determination of, or change to, the CVCAA HOME TBRA rent standard amount is not reviewable. CVCAA will notify applicants and participants in writing of CVCAA’s decision and their right to a review of that decision. An agency review conference must be requested within 14 days of the date of the CVCAA notification letter.

CVCAA will take affirmative steps to communicate with people who need services or information in a language other than English.

## a. Authorized Representatives

Applicants and participants have a right to be represented by legal counsel or other representative at their own expense. Written authorization is required where practicable for a representative other than an attorney to appear at an agency review conference or administrative hearing or to review a case record. An employee of an attorney may present written authorization from the attorney, or the attorney may advise CVCAA by telephone of such employee’s authorization. Once CVCAA has been informed that a person or organization is an authorized representative, such representative will receive copies of all correspondence from CVCAA regarding the conference.

## b. Aid Continuing

If a participant requests an administrative conference regarding a determination by CVCAA to reduce, restrict, suspend, or discontinue CVCAA HOME TBRA rental assistance payments within 10 days of the date of the date of the CVCAA notification letter or by the effective date of a Notice of Intent to Terminate Participation in CVCAA HOME TBRA, and the appeal is based on a claim of incorrect computation or an incorrect factual determination, benefits will continue unchanged until the conference decision is issued or until the end of the term of the current rental assistance contract, unless: the action is due to insufficient funding, the sole issue on appeal is one of law or policy, the participant waive his or her right to continue assistance in writing, or the participant fails without good cause to appear at the hearing.

The decision issued by the review conference can be reviewed by CVCAA’s Board of Directors, or a subset the composition of which will be determined by CVCAA’s Board President and Secretary. To request a Board Review the applicant or his/her designee must submit a written request no later than 15 days after CVCAA sends the decision. Rental assistance payments will continue until a written decision is issued by the Board, as long as the RAC remains in effect.

## c. Review Conferences

#### Notice

CVCAA will provide the applicant/participant with notice of the date, time, and location of the review conference no fewer than 7 calendar days prior to the scheduled date of the hearing, unless the issue underlying the request has been resolved and the applicant/participant has withdrawn the conference request.

#### Examination of Case Record

An applicant, participant, or authorized representative has the right to examine his/her CVCAA HOME TBRA case file and all documents and records that CVCAA intends to use in the review conference. Upon request by telephone, email, or written correspondence; CVCAA will provide copies of such documents and any additional documents in CVCAA’s possession that the applicant, participant, or authorized representative identifies and requests for purposes of preparing for the review conference. CVCAA will provide such documents free of charge reasonably in advance of the review conference. If the request is made less than 5 business days before the review conference, CVCAA will provide copies no later than at the time of the review conference.

#### Adjournment

A review conference may be adjourned for cause as determined by CVCAA or at the request of applicant or participant.

#### Conduct of the Review Conference

The review conference will be convened and facilitated by CVCAA’s Program Director.

CVCAA’s review panel will include at least 3 staff and no more than 5 who were not involved in the decision being appealed. CVCAA's staff that made the determination on appeal may attend the review conference to explain and clarify the decision and any file notations that may be under review.

The applicant/participant has a right to give a brief statement during the review conference as to why they believe the decision was in error, offer documentary evidence on their own behalf, and examine any documents offered by CVCAA.

A transcript of the review conference will be made. The transcript, all documentary evidence, and the conference decision will collectively constitute the conference record.

#### Review Conference Decision

The Review Conference Panel will issue a decision regarding the appealed action. The decision will be made in writing and include the following:

* The action that was reviewed
* Relevant facts
* Laws, regulations, and any applicable internal policy
* Reasons for the decision
* Directives to TBRA staff, when appropriate

A copy of the decision, along with written notice to the applicant/participant of additional appeal options will be sent to the applicant or their authorized representative and placed in the applicant’s file.

#### Abandonment of Review Conference Request

CVCAA will consider a review conference request abandoned if the applicant/participant or authorized representative fails to appear for the conference hearing, unless the applicant/participant or authorized representative:

* Contacted CVCAA prior to the conference to request that it be rescheduled, or
* Contacts CVCAA within 5 calendar days of the scheduled review conference and provides good cause for the failure to appear.

If the above requirements are met, CVCAA will reschedule the review conference

 vii. Effect of Review Conference Decision

CVCAA will not be bound by a review conference decision that:

* Contradict HUD Regulations or Requirements;
* Contradict TDHCA regulations;
* Contradict the policies in the Administrative Plan

If CVCAA determines that the review conference decision meets any of the above exceptions, it will promptly notify the household of the determination and reasons.

#### Additional Appeal

A decision made by the review conference may be reviewed by the Board of Directors or a subset as determined by the Board President & Secretary. CVCAA must receive written notice of such a request within 15 calendar days after the review conference decision was sent to the applicant/participant.

The complete review conference decision, the appeal request, and statement from CVCAA staff will be submitted to the Board for review. The Board will render a written decision based on the review conference record, request, and statement.

The Board’s decision is final and all other appeals must be done through external sources.

# S. PROGRAM INTEGRITY

## a. Preventing, Detecting, and Investigating Errors, Program Abuse, and Fraud

If CVCAA makes a determination that a household, owner, or CVCAA employee has abused the CVCAA HOME TBRA program, CVCAA will take action to correct the situation. CVCAA may at any time deny CVCAA HOME TBRA assistance to an applicant or terminate program assistance for a participant if a preponderance of evidence shows that any household member has willfully and intentionally committed fraud, bribery, or any other corrupt or criminal act in connection with a federal housing program. CVCAA’s actions will vary based on the nature and severity of the abuse.

Fraud and abuse can consist of either a single act or a patent of actions made with the intent to deceive or mislead, and which constitutes a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of program funds in violation of program requirements.

In determining whether a case of fraud or abuse exists, CVCAA must recognize the differences between unintentional and intentional misreporting. CVCAA will also evaluate the special circumstances and seriousness of a case to determine whether further investigation for evidence of fraud or abuse is required. For example, failure to report required information due to a lack of understanding may be considered an error or omission and not fraud or abuse. For owners, collecting payments for a vacated unit when the owner is not aware that the assisted household has vacated may also be considered an error or omission and not fraud.

Fraud allegations are received or discovered from many different sources. When information indicates that fraud may exist, the household and/or owner and/or CVCAA employee may be required to attend a conference to review the issue. CVCAA may forward the case to appropriate law enforcement at any time. Referrals based on fraud do not prohibit CVCAA from making a decision to deny assistance to an applicant or terminate program assistance for a participant or owner.

## b. Corrective Measures and Penalties

If an error has been made in determining household income, household share of the rent, household composition, or household size, CVCAA will promptly correct the error after notice to the household and owner. For corrections in the CVCAA HOME TBRA rental assistance amount, CVCAA will issue a revised Rent Breakdown notice. For changes in household size, the correction may require the household to move to a new unit if there is an HQS violation due to overcrowding. The specific corrective action that CVCAA takes depends upon the fault of the party in causing the error, as more fully described below.

#### Household Share Too High

**Error or Omission – fault of CVCAA**: CVCAA will refund the total amount due to the household. If the household owed the owner rent, CVCAA may choose to pay the amount due or a portion thereof directly to the owner on behalf of the household.

**Error or Omission – fault of the household**: If the error is the fault of the household, CVCAA will not reimburse the household, but will process the change effective the first of the month following notification or discovery of the error or omission.

#### Household Share Too Low

**Error or Omission – fault of CVCAA:** If the household share of the rent is incorrectly set too low, CVCAA will give the household and owner notice of the change in household share and CVCAA HOME TBRA rental assistance amount, to be effective immediately

**Error or Omission – fault of household:** If the household share of rent is set too low due to error or omission of the household, CVCAA may exercise its discretion to terminate assistance for that household. If CVCAA elects not to terminate assistance, CVCAA will notify both the owner and tenant of the corrected tenant share and CVCAA HOME TBRA rental assistance amount, to be effective immediately.

#### Household Assigned Larger Unit than Size Entitles

**Error or Omission – fault of CVCAA**: CVCAA will grant prior approval to move to a new unit and issue the household a coupon for the correct unit size. If in CVCAA’s judgement the household has failed to relocate within a reasonable time, CVCAA may adjust the household’s CVCAA HOME TBRA rent standard amount at the annual recertification. CVCAA will give proper notice to both the household and the owner of any resulting change in the CVCAA HOME TBRA rental assistance amount.

**Error or Omission – fault of household:** CVCAA may terminate assistance or, at its discretion, immediately correct the household’s rent standard amount to reflect the correct unit size and provide the owner and the household with notification of the new CVCAA HOME TBRA rental assistance amount. In addition, if the household requests prior approval to move to a smaller unit, CVCAA may in its discretion grant the request and issue a new coupon with the correct unit size.

#### Household Assigned Smaller Unit than Size Entitles

**Error or Omission – fault of CVCAA or household:** If the household is overcrowded under HQS in the current unit, CVCAA will immediately notify the household and the owner of the error, approve the household to move to a new unit, and issue the household a coupon for the correct unit size. If the household does not relocate within a reasonable period of time, CVCAA may terminate assistance.

# T. PROGRAM ADMINISTRATION

## a. CVCAA HOME TBRA Notices

CVCAA HOME TBRA deems all notices that are mailed through the U.S. Postal Service to have been received five calendar days after mailing, unless the Postal Service returns the notice as undeliverable. CVCAA may also send some notices via certified mail.