

Resolution 2015- 3

Whereas, the Municipal Housing Agency of Council Bluffs submits to the Board of Commissioners approval to modify changes to the Housing Choice Voucher Administrative Plan to include:

Special Housing Types

The Municipal Housing Agency may approve the following special housing types:

- A. Single room occupancy housing;
- B. Congregate housing;
- C. Group homes;
- D. Shared housing*;
- E. Manufactured homes (including manufactured home space rental)

*Shared housing is limited to the population of families (including individuals) with disabilities that significantly interfere with the ability to obtain and maintain housing; such families will not be able to obtain or maintain themselves in housing without appropriate supportive services from a recognized service provider; and such services cannot be provided in a non-segregated setting. Definition is adapted from the HOME Investments Partnership Program [24 CFR 92.253 (d)(3)(ii)].



Board of Commissioners

3/12/15

Date

SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M]

INTRODUCTION

The PHA may permit a family to use any of the special housing types discussed in this chapter. However, the MHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that MHAs must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. The MHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

MHA Policy

Families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, and manufactured homes where the family owns the home and leases the space [24 CFR 982.601].

This chapter consists of the following six parts. Each part contains a description of the housing type and the special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Manufactured homes (including manufactured home space rental)

PART I: SINGLE ROOM OCCUPANCY
[24 CFR 982.602 through 982.605]

OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of the facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person, and the standard form of the HAP contract is used.

PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard Amount on the MHA's payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 7 apply to SRO housing except as modified below.

- **Access:** Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local laws.
- **Fire Safety:** All SRO facilities must have a sprinkler system that protects major spaces. "Major spaces" are defined as hallways, common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire safety equipment required by state or local law.
- **Sanitary Facilities:** At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals must be reasonably accessible from the common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.

- ***Space and Security:*** An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must increase by the amount of the deficiency. Exterior doors and windows accessible from the outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead based paint do not apply.

PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609]

OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the MHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The MHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by a person with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area. If there is only one room in the unit (not including the bathroom or kitchen, if the kitchen is provided), the MHA must use the payment standard for a zero-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the MHA must use the one-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' cost for food service should not be included in the rent for a congregate housing unit.

HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 7 apply to congregate housing housing except as modified below.

- Congregate housing must have (1) a refrigerator of appropriate size in the private living area of each resident; (2) a central kitchen and dining facilities located within the premises and accessible to the residents, and (3) food service for the residents, that is not provided by the residents themselves.

The housing quality standards applicable to lead-based paint do not apply.

PART III: GROUP HOME
[24 CFR 982.610 through 982.614]

OVERVIEW

A group home is a state-licensed facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all person living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Person living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.

No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by the MHA, a live-in aide may live in the group home with a person with disabilities. The MHA must approve a live-in aid if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family, and the standard form of the HAP contract is used.

PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size for an assisted occupant of a group home must be zero-or one-bedroom, depending on the MHA's subsidy standard. If there is a live-in aide, the aide must be counted in determining the household's size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the prorate share of the payment standard for the group home size. The prorate share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted or unassisted) living in the group home.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the prorate share of the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the prorate portion of the reasonable rent for the group home. In determining reasonable rent, the MHA should consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 7 apply to group homes except for the requirements stated below.

- **Sanitary Facilities:** A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
- **Food Preparation and Service:** Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, and oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- **Space and Security:** Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents.
- **Structure and Material:** To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.
- **Site and Neighborhood:** Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions such as:
 - Dangerous walks or steps
 - Instability
 - Flooding, poor drainage
 - Sewage hazards
 - Mud slides
 - Smoke or dust
 - Excessive noise
 - Vibrations or vehicular traffic
 - Excessive accumulations of trash
 - Vermin or rodent infestation, and
 - Fire hazards

The housing quality standards applicable to lead-based paint do not apply.

PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618]

OVERVIEW

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons. The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the MHA, a live-in aide may reside with the family to care for a person with disabilities. The MHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family, and the standard form of the HAP contract is used.

PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size or the prorate share of the payment standard for the shared housing unit size.

The prorate share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private space by the total number of bedrooms in the unit.

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP. The utility allowance for an assisted family living in shared housing is the prorate share of the utility allowance for the shared housing unit.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro-rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the MHA should consider whether sanitary and food preparation areas are private or shared.

HOUSING QUALITY STANDARDS (HQS)

The MHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 7 apply to shared housing except for the requirements stated below:

- *Facilities Available for the Family:* Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- *Space and Security:* The entire unit must provide adequate space for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must

not be less than the family unit size. A zero-bedroom or one-bedroom unit may not be used for shared housing.

PART V: MANUFACTURED HOMES
[24 CFR 982.620 through 982.624]

OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts that is built on a permanent chassis, and designed for use as a principal place of residence. HCV assisted families may occupy manufactured homes in two different ways.

- (1) A family can choose to rent a manufactured home already installed on a space and the MHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided below.
- (2) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space. MHA may, but are not required to, provide assistance for such families.

SPECIAL POLICIES FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract

There is a separate Tenancy Addendum (Form 52642-a) and separate HAP Contract (Form 52642) for this special housing type.

PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Payment Standards

The FMR for a manufactured home space is generally 40 of the published FMR for a two-bedroom unit or, where approved by HUD, the 40th percentile of the rental distribution of manufactured home spaces for the FMR area. The MHA may establish a payment standard for manufactured home spaces that is between 90-110 percent of the FMR for manufactured home spaces.

Utility Allowance

The MHA must establish utility allowances for manufactured homes space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the cost of digging a well or installing a septic system.

Space Rent

The space rent is the sum of the rent to the owner for the manufactured home space, any charges for maintenance and management provided by the owner, and the utility allowance for tenant paid utilities.

Housing Assistance Payment

The HAP for a manufactured home space under the HCV program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.

Rent Reasonableness

Initially, and annually thereafter the MHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. The MHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the Manufactured Home Park or elsewhere.

HOUSING QUALITY STANDARDS (HQS)

Under either type of occupancy described above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 7 of the plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

Resolution No. 2014-11

Implementation of the Violence Against Women Reauthorization Act of 2013 to the Housing Choice Voucher Admissions Policy

WHEREAS, The Municipal Housing Agency of Council Bluffs, Iowa request the Board of Commissioners to adopt the Violence Against Women Reauthorization Act to the Housing Choice Voucher Admissions Policy as required by the U.S. Department of Urban and Housing Development.

Whereas, Carolyn Grieder, Executive Director recommends the Municipal Housing Agency Board of Commissioners approve the Violence Against Women Reauthorization Act of 2013 to the Housing Choice Voucher Admissions Policy.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Commissioners of the Municipal Housing Agency of Council Bluffs, Iowa hereby approves the Violence Against Women Reauthorization Act of 2013 to the Housing Choice Voucher Admissions Policy.

This Resolution shall be effective January 1, 2015.

November 13, 2014

Date

Kathryn Cutler

MHA Board of Commissioners

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat.54) (VAWA 2013) reauthorized and amended the Violence Against Women act of 2005 and more generally to set forth MHA's policies and procedures regarding domestic violence, dating violence, and stalking and sexual assault as hereinafter defined.

Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, sexual assault, dating violence, or stalking as well as female victims of such violence.

This Policy shall be applicable to the administration by MHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. § 1437 *et seq.*).

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by MHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between MHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by MHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by MHA.

III. Other MHA Policies and Procedures

This Policy shall be referenced in and attached to MHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of MHA's Admissions and Continued Occupancy Policy and the MHA's Section 8 Administrative Plan. MHA's annual public housing agency plan shall also contain information concerning MHA's activities, services or programs relating to domestic violence, dating violence, and stalking.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of MHA, the provisions of this Policy shall prevail.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, 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.”

B. *Dating Violence* – means violence committed by a person—

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

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

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance.* MHA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. *Mitigation of Disqualifying Information.* When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, MHA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, MHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. MHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by MHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a "serious or repeated" violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by MHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant's control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

(a) Nothing contained in this paragraph shall limit any otherwise available authority of MHA' or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant's household. However, in taking any such action, neither MHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

- (b) Nothing contained in this paragraph shall be construed to limit the authority of MHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or MHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, MHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by MHA. Leases used for all public housing operated by MHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by MHA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, MHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., MHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by MHA. Section 8 owners or managers receiving rental assistance administered by MHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to MHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required

in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to MHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy.

The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to MHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by MHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Executive Director of MHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to MHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is

granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

B. Notification of rights. All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by MHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

C. Security. All information pertaining to the fact that an individual is a victim of domestic violence, dating violence or stalking shall be maintained separately and securely by the Resident Services Department unless such information is subject to the disclosure exceptions noted in this section.

IX. Transfer to New Residence

A. Application for transfer. In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, MHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

B. Action on applications. MHA will act upon such an application promptly.

C. No right to transfer. MHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of MHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

D. Family rent obligations. If a family occupying MHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by MHA. In cases where MHA determines that the family's decision to move was reasonable under the circumstances, MHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

E. Portability. Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. Court orders. It is MHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by MHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. Family break-up. Other MHA policies regarding family break-up are contained in MHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of MHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If MHA staff become aware that an individual assisted by MHA is a victim of domestic violence, dating violence or stalking, MHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring MHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. MHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which MHA has referral or other cooperative relationships.

XII. Notification

MHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at time of initial lease-up and at each annual recertification. The full policy and required forms will also be made available on the MHA's website.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by MHA as approved by the MHA Board of Commissioners.

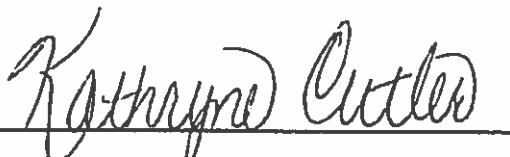
This policy was adopted by the MHA Board of Commissioners as a supporting document to the Annual Plan.

Resolution 2014-12

Whereas, The Municipal Housing Agency of Council Bluffs submits to the Board of Commissioners approval to modify changes to the Housing Choice Voucher Administrative Plan Section 1113.B (1) to state "Failure to Disclose information by applicant will result in the denial of an application" and Section X111.B.(2.1) to state "Failure to Disclose information by participant will result in termination of housing assistance."

Whereas, the Board of Commissioners adopts Resolution 2014-12 thereby incorporating this Resolution in the Housing Choice Voucher Administrative Plan.

This Resolution is effective January 1, 2015



Board of Commissioner



Date

Resolution 2013-7

Whereas, the Municipal Housing Agency submits to the Board of Commissioners approval to incorporate the following directive to owners/landlords :

Owners/landlords/utility companies will have two alternatives for receiving payment detail from the Housing Choice Voucher Program which will consist of utilizing a secured site maintained by the agency's software company which gives the ability to view and print the payment detail for the current month and previous months or in the alternative to provide the Housing Choice Voucher Program with twelve months of self addressed stamped envelopes to be used for mailing out the payment detail.

Wherefore, the Municipal Housing Agency's Board of Commissioners adopts Resolution 2013-7 thereby incorporating this Resolution in the Housing Choice Administrative Plan effective August 1, 2013.



Board of Commissioners

4-11-13 CHAIR

4-11-13

Date

Resolution 2013-3

WHEREAS the Municipal Housing Agency of Council Bluffs seeks to write off collection losses as of December 31, 2012 for the Dudley Court and Regal Tower properties in the sum of \$14,794.34. This amount consists of \$11,052.04 in lost rent and \$3,742.30 in lost damages and maintenance fees.

WHEREAS the Municipal Housing Agency of Council Bluffs also seeks to write off collection losses as of December 31, 2012 for Fraud Recover in the Section 8 Housing Voucher Program the sum of \$439.00.

NOW THEREFORE, BE IT RESOLVED THAT THE Board of Commissioners of the Municipal Housing Agency of Council Bluffs hereby approves the write offs of collection losses from Regal Tower and Dudley Court in the amount of \$14,794.34, and the Section 8 Housing Choice Voucher Program of \$439.00.

Kathryn A. Cutler
Board Chair Person

January 10, 2013
Date