

Section 8  
Housing Choice Voucher  
Program

FAMILY  
HANDBOOK



Missoula  
Housing  
AUTHORITY

## Table of Contents

<b>Introduction .....</b>	<b>3</b>
<b>Your Voucher and How it Works .....</b>	<b>4</b>
<b>What Exactly Can You Rent? .....</b>	<b>5</b>
<b>How Much Rent Will You Pay? .....</b>	<b>6</b>
<b>Minimum Rent.....</b>	<b>7</b>
<b>Payment Standards and Utility Allowances .....</b>	<b>8</b>
<b>Example Utility Allowance .....</b>	<b>9</b>
<b>Calculating Affordability .....</b>	<b>10</b>
<b>Search and Lease Process .....</b>	<b>11</b>
<b>Portability.....</b>	<b>12</b>
<b>Poverty Census Map .....</b>	<b>13</b>
<b>Getting The Unit Approved by MHA (RFT) .....</b>	<b>14</b>
<b>Housing Quality Standards Inspections.....</b>	<b>15</b>
<b>Lease Up Process .....</b>	<b>16</b>
<b>Essential Access Program .....</b>	<b>16</b>
<b>Continued Occupancy .....</b>	<b>17</b>
<b>Reporting Requirements .....</b>	<b>17</b>
<b>Family Obligations .....</b>	<b>18-19</b>
<b>Grounds for Termination of Assistance .....</b>	<b>20</b>
<b>Informal Hearings .....</b>	<b>21</b>
<b>Reasonable Accommodations.....</b>	<b>22</b>
<b>Fair Housing .....</b>	<b>23</b>
<b>Violence Against Women Act .....</b>	<b>23</b>
<b>Moving with Continued Assistance .....</b>	<b>24</b>
<b>Family Self-sufficiency (FSS) .....</b>	<b>25</b>
<b>Homeownership .....</b>	<b>25</b>
<b>Points to Remember .....</b>	<b>26</b>
<b>Resource List .....</b>	<b>27</b>
<b>Glossary of Section 8 Housing Terms.....</b>	<b>28-29</b>

# The staff at the Missoula Housing Authority welcomes you!

The Missoula Housing Authority (MHA) is an active and progressive public housing agency dedicated to creating and improving access to housing opportunities for low and moderate income families, while fostering self-sufficiency and economic independence among the residents we serve. We strive to treat the community and our clients with respect, recognizing the rights of individuals to live with dignity and security in decent, safe and affordable housing.

Through creative partnerships and innovative development, the Missoula Housing Authority provides quality housing solutions for low and middle income households in Missoula and the surrounding area.



## Congratulations!

You have been approved to receive rental assistance through the **Missoula Housing Authority's Section 8 Housing Choice Voucher Program**.

The Housing Choice Voucher Program helps you pay rent to a private landlord. You select the rental unit you wish to live in, apply to the landlord in the usual way and enter into a lease. The MHA will then enter into a contract on your behalf with the landlord, where you will be expected to pay 30% to 40% of your income to the landlord and the MHA pays the rest of your rent.

This booklet explains how the program works and the steps you need to take to find and keep a unit. It provides information about Fair Housing, additional benefits and features of our program, how to keep your assistance and how to appeal a decision if you need to, among other things. You will want to keep this booklet so that you can refer to it as needed.

### **These are the Basic Steps**

The basic steps of admission and participation in the program consist of:

- Receiving the voucher.
- Searching for a unit.
- Getting MHA approval for that unit.
- Signing a lease and meeting with MHA to finalize your move in.
- After that you will have ongoing obligations and activities you will need to do to continue receiving assistance.

## Your Voucher and How it Works

When you have been approved for admission, you are invited to a “briefing” where you are issued a voucher. The voucher is your “ticket” to search for a unit. It has a limited time or term when it is valid. Our voucher term is **60 days**. You must find a unit and be approved within that 60 day period to begin getting assistance.



If you cannot find a unit that works for you within the 60 days, you may ask for an extension. The request for an extension must be *in writing* and must be received in our office before your voucher expiration date. Be aware that there are only a few reasons we will grant an extension.

Extensions are permissible at the discretion of the MHA up to a maximum of an additional 30 days for these reasons only:

- Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty-day period. Verification is required.
- Family qualifies for a 3-bedroom unit or larger.
- As a reasonable accommodation for a disability.
- When MHA is seeking or has a HUD-approved success rate payment standard, you can request an additional automatic 30 day extension, *as long as you apply to MHA and/or other waitlists shortly after this briefing.*

If you are actively searching and have submitted a Request for Tenancy Approval (RFT) from a landlord, the time it takes MHA to review, approve and inspect the unit does not count as part of your 60 days. For example, if MHA receives an RFT on day 12, a Thursday, and it is inspected the following Monday, 4 days later and cannot pass, you will still have 48 days left to search.



## What exactly can you rent?

MHA determines your voucher size —the number of bedrooms of your unit— according to who is in your household. Then we use HUD’s Payment Standards and Utility Allowances to define your Gross Rent. MHA gives you a worksheet to help figure out whether a specific unit can be approved for your family. The next section will explain each of these elements.



### How MHA decides your voucher size

The MHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The MHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Dwellings are assigned so that it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom, except that if necessary at the time of admission, two children of opposite sex under six years of age may be permitted to occupy the same bedroom. At admission, one child under three years of age may be permitted to occupy the parents' bedroom; and if necessary for continued occupancy, one child under four years of age may be permitted to occupy the parents' bedroom.

Every family member, regardless of age, is to be counted as a person.

The MHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standard permits when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live-in attendant.

## How much rent will you pay?



### First we determine your *Adjusted Annual Income*

Here are three made up examples. You may also review your own **Calculation Summary** as a personal example.

**Example 1, The Smith Family:** John and Rosie Smith have two children, ages 3 and 6. Rosie is employed full time at the local telephone company and John works part-time for the school district. The Smith's earn a combined annual income of \$21,500. The Smiths have no additional income and no assets. While the Smiths are at work, their two children attend daycare. Their daycare expenses are approximately \$150 per month. Additionally, the Smiths qualify for the standard HUD credit of \$480 per child. While John has had extensive health problems over the past year, he is not a disabled person. Therefore, his medical expenses may not be deducted. Following is the calculation of their annual *adjusted* income:

Rosie's Wages:	\$13,330	Total Annual Income:	\$21,500
John's Wages:	+ \$8,170	Child credit:	-- \$960
<i>Total Annual Income:</i>	<u>\$21,500</u>	Day Care expenses	-- <u>\$1,800</u>
		<b><i>Annual Adjusted Income</i></b>	<b>\$18,740</b>

**Example 2, David Jones:** David Jones is a single person with no children. David was involved in a serious accident while working for the local lumber mill. He is now permanently disabled and unable to work. David receives \$552 per month in Social Security Disability Payments. He also receives \$78 per month as a pension from his former employer. David has many out-of-pocket medical expenses from his injury. After meeting his medical/disability threshold (3% of Total Annual Income), the remainder of his medical expenses are deducted from his annual income. David pays \$58.70 per month for Medicare premiums and \$495 per year for prescription co-pays. David also qualifies for the standard HUD credit of \$400 for disabled households. Following is the calculation of his annual *adjusted* income:

David's Social Security income:	\$6,624	Medicare Premium:	\$704.40
David's Pension:	+ <u>\$936</u>	Prescription Co-pay:	<u>\$495.00</u>
<i>Total Annual Income:</i>	<u>\$7,560</u>	Subtotal:	\$1,199.40
Medical Threshold (3% of income):	\$227	<i>Subtract Threshold:</i>	— <u>\$227.00</u>
		Add Disability deduction:	\$400.00
		<b>Total Deductions:</b>	<b>\$1,372.40</b>
Annual Income:	\$7,560		
Deductions:	- <u>\$1,372</u>		
<b><i>Annual Adjusted Income</i></b>	<b>\$6,187</b>		

**Example 3, Susie Sting and James Mason:** Susie and James are a young couple with no children. Both are students at the local University. Susie works part-time at a daycare and James earns money as a firefighter in the summer months. Neither are disabled and therefore not eligible for medical deductions. Following is the calculation of their annual *adjusted* income.

Susie's income:	\$7,800	Susie and James have no deductions
James' income:	<u>\$6,634</u>	
<i>Total Annual Income:</i>	<u>\$14,434</u>	<b><i>Annual Adjusted Income:</i></b> <b>\$14,434</b>

# Minimum “Rent”

In most cases, your share of the rent will be 30% of your monthly adjusted income, which we refer to as the Total Tenant Payment or TTP. However, if your TTP is lower than \$50, MHA will still expect you to pay \$50 towards your housing cost each month.

## **HARDSHIP EXCEPTION FROM MINIMUM RENT**

The Missoula Housing Authority (MHA) recognizes that in some instances even the minimum rent may create a financial hardship for families. MHA will review all relevant circumstances brought to the MHA’s attention regarding financial hardship as it applies to minimum rent.

Upon receiving a request for a **minimum rent exception**, the MHA will grant an **immediate** “suspension” from the minimum rent. This “suspension” means that the MHA must not use the minimum rent calculation until a decision has been reached regarding the client’s request. Minimum rent will be suspended until the MHA determines whether the hardship is:

- Covered by statute and
- Temporary or long term.

If the MHA determines that the minimum rent is not covered by statute, the MHA will impose a minimum rent, and require repayment from the time that the payment was suspended. The MHA will use standard verification procedures to verify circumstances, which have resulted in financial hardship, such as loss of employment, a death in the family, etc.

## **HUD Criteria for Hardship Exception**

In order for a family to qualify for a hardship exception the family’s circumstances must fall into one of the following criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance
- The family would be evicted as a result of the imposition of the minimum rent requirement (an eviction notice must be provided).
- The income of the family has decreased because of changed circumstances, including: Loss of employment, death in the family and/or other circumstances as determined by the MHA or HUD.

## **Temporary Exception**

If the MHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family’s request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of the suspension.

## **Repayment Agreements for Temporary Exception**

The MHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period.

If the family owes the MHA money for rent arrears incurred during the minimum rent period, the MHA will calculate the repayment on a six-month basis. If it is determined that a six month repayment agreement will create an undue hardship on the family, MHA will consider longer payment agreements on a case by case basis.

## **Long-term Exception**

If the MHA determines that a petition for a hardship exception to minimum rent qualifies as a long-term exception, the client *will not* be required to enter a repayment agreement.

**Remember:** this exception only applies to the circumstance when 30% of your income is less than \$50 and you meet the criteria. You may have other “hardships” that effect your housing, but this rule only applies if you are being expected to pay “minimum rent.”

## Payment Standards

MHA must base its rental assistance on Payment Standards determined each year by HUD. This year's payment standards are:

PAYMENT STANDARDS PER BEDROOM/UNIT SIZE Fiscal Year 2020 (effective 10/01/2022)	
SECTION 8 VOUCHER	
0/Studio	\$1010.00
1 Bedroom	\$1162.00
2 Bedroom	\$1435.00
3 Bedroom	\$2006.00
4 Bedroom	\$2444.00
5 Bedroom	\$2812.00
6 Bedroom	\$3178.00

Your housing cost includes an allowance for any utilities you must pay (rather than provided for by the landlord). HUD issues a Utility Allowance (UA) schedule based on the type of utility and type and size of unit. These are necessary utilities like heat and water, not phone or cable. The current UA schedule is available on our website at [www.missoulahousing.org](http://www.missoulahousing.org).

Your assistance is based on the “gross rent” of the unit, which is the contract rent (the amount the landlord charges) and the utility allowance (UA) for any utilities you are responsible for. If the gross rent is less than or equal to the payment standard for your voucher size, you will pay 30% of your income and the MHA will pay the rest.

You may lease a unit that is a different size than your voucher. However, if you select a unit that is larger than your voucher, MHA must use the payment standard of the voucher. If you select a smaller unit, MHA must use the payment standard of the unit.

### **More on UAs**

Section 8 assumes that you will pay any utilities you owe first, and then rent. So even if you have income and pay 30% toward housing cost, MHA may be paying all your rent. In fact, if 30% of your income is too little to cover the utility allowance, MHA will actually send you a Utility Reimbursement Payment (URP) each month to help you pay for your utilities.





## Example Utility Allowances



1 bedroom house with gas heat and tenant also pays water – UA = \$131



1 bedroom apartment all electric utilities UA = \$107;

Gas heat instead UA = \$82



1 bedroom mobile home all electric UA = \$99

**“Can I rent a unit that costs more than the payment standard if I pay the extra?”**

Yes, but only within certain guidelines. HUD allows a family at the time of lease up to rent a unit that goes over the payment standard if they pay the additional amount up to but no more than 40% of their income.

The HCV worksheet spells out your individual affordability, showing the highest gross rent allowed you currently. Remember, if you go above the payment standard, you pay each additional dollar over. If you lease up at your maximum affordability, you are committing to pay that additional amount on housing—even if your income goes down.

The only way to increase your affordability is to increase your income.

**Example of calculating affordability**

**1) Calculating *Monthly Adjusted Income*:** The Smith’s Annual Adjusted Income equals \$18,740. By dividing their Annual Adjusted Income by the 12 months of the year we find their *Monthly Adjusted Income* of \$1,562:

Annual Adjusted Income	\$18,740
(divided by 12 months)	$\div 12$
<b><i>Monthly Adjusted Income</i></b>	<b>\$ 1,562</b>

**2) Calculating 30% and 40% of *Monthly Adjusted Income*:** 30% of the Smith’s Monthly Adjusted Income is equal to \$469. 40% of the Smith’s Monthly Adjusted Income is equal to \$625. Refer to the following calculation:

Monthly Adjusted Income	\$1,562	Monthly Adjusted Income	\$1,562
(multiplied by .3 or 30%)	$\times 0.3$	(multiplied by .4 or 40%)	$\times .04$
<b>30% of <i>Monthly Adjusted Income</i></b>	<b>\$469</b>	<b>40% of <i>Monthly Adjusted Income</i></b>	<b>\$ 625</b>

Each Housing Choice Voucher family is required to pay 30% of their *Monthly Adjusted Income* for housing costs (rent plus utilities). However, HUD rules prohibit **new** voucher holders from paying more than 40% of their *Monthly Adjusted Income* for their housing costs. Using our previous example, the following is the calculation used for finding the difference between 40% and 30% of *Monthly Adjusted Income*.

	<b>40% of <i>Monthly Adjusted Income</i></b>	<b>\$ 625</b>
<i>Subtract</i>	<b>30% of <i>Monthly Adjusted Income</i></b>	<b>- \$ 469</b>
	<i>Difference equals</i>	<b>\$ 156</b>

## **Search and Lease Process**

Now you are ready to look for a unit. You may rent anywhere within MHA’s jurisdiction—which is the City of Missoula plus ten miles outside the city limits. That includes Lolo, East Missoula and Bonner. If you want to rent outside our jurisdiction, you may apply for “portability.”

### **Rental Search Resources:**

- MTHousingSearch.com—website managed and updated by the State of Montana. Listings include Low Income Housing Tax Credit (LIHTC) units. All LIHTC properties have ADA accessible units.
- missoulahousing.org—MHA’s website with information about our properties and programs.
- Missoula Aging Services (<https://missoulaagingservices.org/our-services/resource-center/housing-and-supportive-services>) - housing list with information about senior housing and ADA accessible housing.
- MHA binder in our front lobby—updated weekly with rental listings from various property management companies and landlords. (During Covid, or lobby remains closed.)

If you find a landlord not currently working with us that would like to, please have them contact our office for information on participating. They may also visit our website at [www.missoulahousing.org/landlords](http://www.missoulahousing.org/landlords).

*Can you rent the unit you currently live it? Yes, if it meets approval.*



## Portability

One of the most popular features of the Housing Choice Voucher program is its “portability.” That means you can move anywhere in the United States that accepts section 8 and take your assistance with you.

Moving outside our jurisdiction is called Porting. This provides flexibility for those who need to relocate with assistance to follow job opportunities in a new location, select the best school districts, or be near family members or child care providers. In this way, portability allows a family with housing subsidies the same choices available to others in the community. It is important to keep in mind the possible difficulties you could encounter in moving to a new location. A family moving to a distant location, who has vacated one unit before locating a new one, could find a tight housing market with few available units and end up with no assistance if the term of the portable voucher expires before the family locates a new home.

Families should also be aware that the portability procedures and the amount of housing assistance they can receive based off local payment standards from the new PHA are likely to be different from those at Missoula Housing Authority. It will be important to seek information and pay close attention to portability requirements at both PHAs.

### *Neighboring Public Housing Authorities*

#### **Montana Department of Commerce (MDOC)**

statewide program  
301 South Park Ave.  
Helena, MT 59620  
Phone: (406)841-2830  
<http://housing.mt.gov/>

#### **Public Housing Authority of Butte**

220 Curtis Street  
Butte, MT 59701  
Phone: (406)782-6461  
<http://www.buttehousing.org/>

#### **Helena Housing Authority**

812 Abbey Street  
Helena, MT 59601  
Phone: (406)442-7970  
<https://hhamt.org/>

#### **Housing Authority of Billings**

2415 1<sup>st</sup> Avenue N.  
Billings, MT 59101  
Phone: (406)245-6391  
<http://www.billingsha.org/>

#### **Great Falls Housing Authority**

1500 Chowen Springs Loop  
Great Falls, MT 59405  
Phone: (406)453-4311  
<http://www.gfhousing.org/>

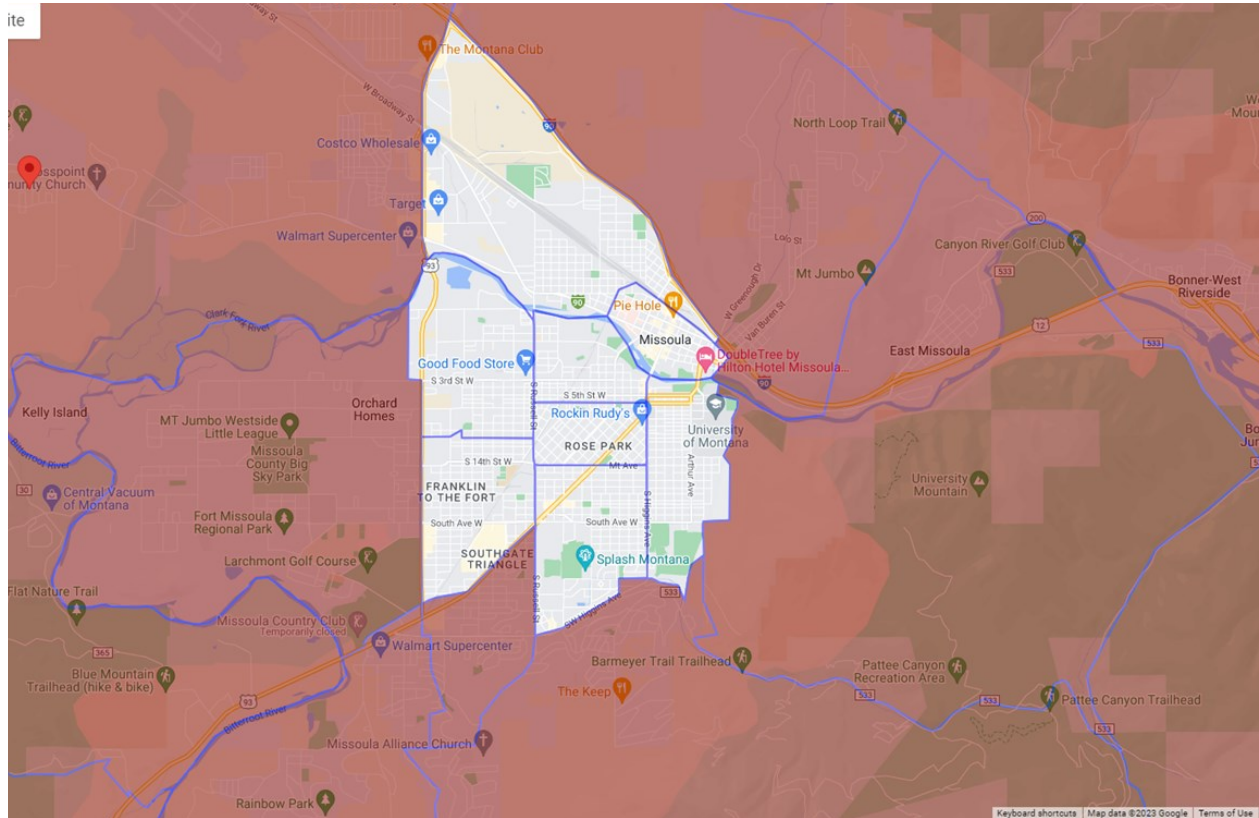
#### **Lake County Community Housing**

111 2<sup>nd</sup> Ave SW  
Ronan, MT 59864  
Phone: (406)676-5900  
<http://www.lakecountyhousing.org/>



## Poverty Census Map

MHA encourages you to look in areas that are not concentrations of low-income households.



*The census tracts in the middle are census tracts with poverty rates greater than 20%. All of the red area outside of the core are census tracts with poverty rates less than or equal to 20%.*

# Getting the unit approved by MHA: Request for Tenancy Approval (RFT)

When you find a unit you are interested in, contact the landlord and follow his application process. Once approved, give the landlord the document called Request for Tenancy Approval (or RFT). They will fill out the unit information, such as number of bedrooms, type of unit, rent, when it's available and so on. Our packet also asks the landlord to provide other information, such as about lead based paint.

When we receive your RFT, your program specialist will review it to see if it meets your affordability. If it is close but a little too high, we will negotiate with the landlord to try to lower it to make it work. Your program specialist will then give it to our inspector. We try to complete the inspection within two business days—often even more quickly. When we receive an RFT, the clock on your voucher stops until we either approve or deny that unit.

We will give a family only one RFT at a time. Landlords working with us know that policy and are usually willing to hold a unit while we approve it because they know you are not looking at other landlords. If the unit doesn't work out, contact your program specialist to get another RFT.

Each unit must pass the Housing Quality Standards inspection prior to your signing the lease. The unit also must be inspected at least once every two years.

**Request for Tenancy Approval**  
**Housing Choice Voucher Program**

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0169  
(exp. 4/30/2014)

Public reporting burden for this collection of information is estimated to average 308 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) \_\_\_\_\_ 2. Address of Unit (street address, apartment number, city, State & zip code) \_\_\_\_\_

**Missoula Housing Authority**

3. Requested Beginning Date of Lease \_\_\_\_\_ 4. Number of Bedrooms \_\_\_\_\_ 5. Year Constructed \_\_\_\_\_ 6. Proposed Rent \_\_\_\_\_ 7. Security Deposit Amt. \_\_\_\_\_ 8. Date Unit Available for Inspection \_\_\_\_\_

9. Type of House/Apartment  
 Single Family Detached  Semi-Detached / Row House  Manufactured Home  Garden / Walkup  Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:  
 Section 202  Section 221(d)(3)(B)MIR  Section 236 (insured or noninsured)  Section 515 Rural Development  
 Home  Tax Credit  
 Other (Describe Other Subsidy, including Any State or Local Subsidy) \_\_\_\_\_

11. Utilities and Appliances  
The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil <input type="checkbox"/> Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Hotwater			
Other (specify)			

Previous editions are obsolete Page 1 of 2 form HUD-62517 (06/2003) ref. Handbook 7420.8

## Housing Quality Standards (HQS) Inspection

**Section 8 Assistance cannot start until a rental unit passes a Housing Quality Standards inspection. This is not a complete list of HQS requirements, but does contain the most common reasons that units fail the inspection. (See also “A Good Place To Live” booklet.)**

### Fire Prevention / Safety & Sanitary Conditions

1. Unit must have a working **smoke detector and carbon monoxide detector on every level**. Detectors must be located **within 4 feet of sleeping areas** on levels where there are bedrooms.
2. Unit must have no more than minor amounts of **mold or mildew**.
3. Units that use a **well or septic system** must have been approved by the local regulating authority and meet their health and safety standards.

### Electrical

1. All **outlets and light switches** must have covers that are free of cracks.
2. **Bedrooms** must have at least **one outlet and overhead light**, or two working outlets.
3. All **electrical conduit** must be secured to the wall or ceiling.
4. All **electrical splices** must be in a covered electrical box.
5. In new construction or newly remodeled units, all outlets near a water source must have a Ground-Fault Circuit Interrupter (**GFI**).

### Appliances

1. **Kitchen stoves** must be in good working order, and, if gas, pilot must be working.
2. Kitchen stoves must have all **burner and oven knobs**.
3. **Refrigerators** must work properly, and be large enough for the family size.

### Plumbing & Heating

1. **Hot water heaters** must have a pressure/temperature relief valve and a discharge pipe no more than four inches off the floor.
2. **Heating system** must be in safe operating condition, and produce enough heat to service the living areas of the dwelling unit.
3. All **plumbing** fixtures and pipes must be leak-free.

### Windows & Doors

1. All bedroom and bathroom **windows that are designed to open, must open**.
2. Each bedroom/sleeping area must have two forms of egress: an interior escape, plus an exterior door or an **egress window**.
2. **Windows cannot be cracked or broken** so as to present a cutting hazard or allowing drafts or water to come into the home.
4. **Bathrooms** must have a window that opens for **ventilation**, or an exhaust/vent system.
5. All **exterior doors and windows must lock**, except for screen doors, and must provide a reasonable seal against air infiltration and heat loss.

### Structural

1. Any **trip hazard** from floor coverings, porches/stairs or walkways must be repaired.
2. **Paint cannot be chipping or peeling** - interior or exterior - if the unit was built before 1978 and there is a child under age 6 in the household.
3. Four or more steps, or a porch or landing 30" high, must have a **handrail/railing**.
4. The **foundation and roof** must be structurally sound and watertight.

## Lease Up Process



Once the unit passes inspection, we will call and let you know you can sign a lease. The minimum initial lease term is 6 months.

The landlord must send MHA a copy of the signed lease. MHA cannot pay for rent, security deposit, or any other cost until a contract has been executed between the landlord and MHA. Your program specialist will send you documents that explain your exact rent share and how MHA will pay.

Most landlords require a security deposit before moving in. While Montana state law does not limit deposits, a rule of thumb is to expect about one month's rent. Many landlords now charge two months rent. The Section 8 program does not pay for security deposits. However, MHA secured a grant to provide limited help with barriers to leasing, which we call the Essential Access Program.



### ESSENTIAL ACCESS PROGRAM (EAP)

This program is designed to help you with barriers that may prevent you from finding affordable housing and using your Section 8 Voucher. We may be able to assist you with an application fee and a portion of your security deposit.

MHA's ability to assist your household will depend upon EAP committee approval and the availability of funds.

#### **Most landlords require:**

**Rental application fees:** MHA can reimburse you for an application fee paid. A receipt of the fee paid is required if this type of request is made. Due to limited funds, *MHA must limit this assistance to one application fee for each adult household member (one time assistance).*

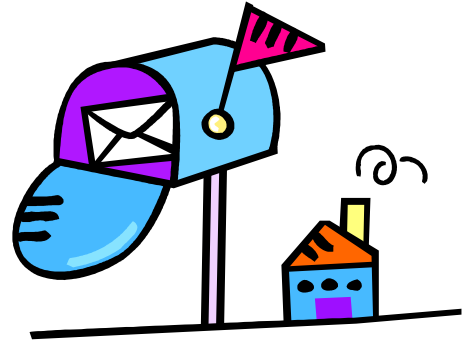
**Security deposit or utility deposit:** MHA may be able to loan your household a portion of the security deposit or a deposit required by the power company. This assistance is available for new voucher holders and for existing voucher holders that are forced to move because of circumstances beyond their control. Repayment of a deposit loan must be made within six months to the MHA. Please note that your failure to repay MHA for the deposit loan may be grounds for your rental assistance to be terminated.

Check with MHA staff for an application and for information on additional assistance programs that may be available to you.



## Continued Occupancy

After your initial lease begins, you are officially admitted to the program. You will continue to have rental assistance as long as you maintain your household in good standing. To do that, you must fulfill several ongoing obligations.



### Reporting Requirements

The Missoula Housing Authority (MHA) and the Department of Housing and Urban Development (HUD) require that you be re-certified at least once per year. At this **Annual Recertification**, you will be asked to update all income and expense information (providing the relevant documentation) as well as provide information on any changes to your household. While this recertification will only occur once per year, you may be eligible for or require an **Interim Recertification** prior to the due date of your annual recertification.

In addition to the **Annual Recertification** requirements, MHA requires that **ALL** changes in income, expenses, and household composition must be reported to the Missoula Housing Authority within 10 days of knowing about the change. A **Notice of Change Form**, (available at MHA's front desk) must be completed and submitted to the MHA with the written verification (documentation) of the change. Your program specialist will mail the recertification papers to you for your signature.

If you have a change in income that will result in a *decrease* in your rental obligation, you will need to report this change **prior to the 15<sup>th</sup> of the month** to effect a rent change on the first (1st) of the next month. If your income *increases*, in most cases the changes will be applied at your next annual recertification.

**NOTICE OF CHANGE TO MISSOULA HOUSING AUTHORITY**  
ALL CHANGES MUST BE REPORTED WITHIN 10 DAYS OF KNOWING ABOUT THE CHANGE AND BY THE 15<sup>th</sup> OF THE MONTH TO EFFECT A RENT CHANGE FOR THE NEXT MONTH

Name of Head of Household \_\_\_\_\_ / Phone Number \_\_\_\_\_ / Alt: \_\_\_\_\_  
Name of Program Specialist

Mailing Address: \_\_\_\_\_

Change effective date: \_\_\_\_\_

I am reporting a change in:

**Family Composition** - Please describe change & give name of person who has moved:  
\*\*\* Reminder: For a request to add a member, the person must be approved in ADVANCE in writing by MHA & your landlord before they can move in. Complete an Add a Member request packet to add a person. Please be aware that it may take 45-60 days for your request to be processed.

\_\_\_\_\_

**Income** - Please describe change & provide all relevant details and requested information, including which household member has the change in income:  
\*\*\* If new employment or change in current employment please provide the following:

Name of Employer \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Address \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Start/End Date of employment: \_\_\_\_\_ # Hours/week \_\_\_\_\_ Rate of pay \$ \_\_\_\_\_

**Expenses** - Please describe change & provide household member's name:  
\*\*\* Eligible expenses are childcare if 12 years & younger OR medical if elderly or disabled.

\_\_\_\_\_

I certify that the information provided above is true to the best of my knowledge. I understand that providing false, incomplete or misleading information could result in termination of my housing assistance.

Please print name of person reporting change \_\_\_\_\_ Signature \_\_\_\_\_ / Date \_\_\_\_\_

Z:\OFFICE\Std\StdS-CF\Form\Notice of Change - Rev 02 16

**FAMILY OBLIGATIONS FOR SECTION 8 HOUSING PROGRAM**

Included But Not Limited to The Following

1. The family must supply any information that the Missoula Housing Authority (MHA) or Housing & Urban Development (HUD) determines is necessary for the administration of the program. The family must sign and submit consent forms for obtaining this information.
2. The family must supply any information requested by the MHA or HUD for use in a regularly scheduled examination (annual recert) or interim examination (interim recert) of family income and composition.
3. The family must disclose and verify social security numbers.
4. Any information supplied by the family must be true and complete.
5. The family is responsible for an (HQS) Housing Quality Standards breach caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances (stove & refrigerator) that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or guest damages the dwelling unit or premises (damages beyond normal wear and tear).

If a family caused HQS breach is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or within any MHA approved extension). If the family has caused a breach of HQS, the MHA must take prompt action to enforce the family obligation. Such enforcement may include termination of assistance.

6. The family must allow the MHA to inspect the unit at reasonable times after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the MHA and the owner before the family moves out of the unit or terminates the lease on written notice to the owner.
9. The family must give the MHA a copy of any owner lease termination notice within ten days of receipt of the notice.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. **All families must report any change in income or household composition within 10 days of knowing about the change.** Income changes must be reported to the MHA before the 15th of the month to effect a rent change on the first (1st) of the next month.

12. The family must give written notification to the MHA of the birth, adoption or court awarded custody of a child within 10 days.
13. The family must request MHA approval to add any other family member as an occupant of the unit. **No person may move into the unit without the prior, written approval of your landlord & MHA.** Guests can only stay at your unit for a total of 30 nights per year.
14. The family must give written notification to the MHA within 10 days of the change if any family member moves out the unit.
15. If MHA has given approval, a foster child or live-in-aide may reside in the unit. MHA has the discretion to adopt reasonable policies for denial of these persons.
16. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family and are permitted under the lease.
17. The family must not sublease or let the unit.
18. The family must not assign the lease or transfer the unit.
19. The family must supply any information or certification requested by the MHA to verify that the family is living in the unit.
20. The family must not own or have any interest in the rental property, with the exception of owner-occupied manufactured homes where the rent and utilities are greater than 50% of the family's gross monthly income or are a participant in the Homeownership Program.
21. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
22. **The members of the family may not engage in drug-related criminal activity, or violent criminal activity or any activity that threatens the health, safety, or right to peaceful enjoyment of the other persons residing in the immediate vicinity of the premises.**
23. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
24. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.
25. The family must notify the MHA in writing of any extended absence of 7 or more days. Written notice must be provided no later than the first day of the absence. The family cannot be absent for more than 90 days.

## **GROUNDS FOR TERMINATION OF ASSISTANCE**

IF YOU OR A MEMBER OF YOUR HOUSEHOLD...

1. Violate a Family Obligation of the Section 8 Housing Voucher Program (see Family Obligations for Section 8 Housing Program).
2. Commit fraud (including failure to report income and/or allowing unauthorized persons to reside in the rental), bribery, or any corrupt act in connection with any Federal Housing Program.
3. Commit drug-related criminal activity or violent criminal activity, interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. Breach a repayment agreement or fail to pay outstanding debts to any Housing Authority for amounts paid to an owner under a HAP contract for rent, damage to the unit, security deposits or any other amounts owed by the family.
5. Have engaged in or threatened abusive or violent behavior toward any Missoula Housing Authority personnel.
6. Fail to sign and submit consent forms for obtaining continuing eligibility factor verifications.
7. Have abandoned your unit for more than 7 days without informing us of your absence.
8. Have informed us of your absence, but have been gone for over 90 days without a verified health reason.
9. Have informed us of your absence for a verified health reason related to you or a household member under assistance, but you have been absent for over 180 days.
10. Have been evicted while participating in the Section 8 or other assisted housing program.
11. Have missed two scheduled appointments or one mandatory appointment with MHA without good cause.
12. Have failed to respond to correspondence or requests from MHA.
13. Have failed to provide MHA with a copy of your 30 day notice of intent to move.

**EVICTION CAN RESULT IN DENIAL OF FUTURE ASSISTANCE FROM ANY AND ALL FEDERALLY ASSISTED HOUSING PROGRAMS!**

# INFORMAL HEARING

*What is an informal hearing?*

**An informal hearing is a meeting to determine whether the MHA has made decisions about your family's participation in the Section 8 Voucher program that follow the law, HUD regulations and MHA policies**



You may request a hearing if you disagree with a decision made by the MHA. For example:

- Annual income/Adjusted income
- Denial of Assistance
- Denial of a Request for Reasonable Accommodation
- Termination of assistance
- Family unit size determination

**You *may not* request a hearing for an expired voucher.**

*Who will attend the hearing? Will I be able to prepare evidence?*

- The MHA will choose a hearing officer not related to the decision or determination in question. The Hearing Officer may be a MHA staff member.
- You may have a lawyer or any other type of representation at the hearing.
- You may examine all relevant MHA documents and pay to have copies made of these documents. The MHA must *also* be able to examine any evidence to be brought forward by you before the hearing.

**ALL REQUESTS AND NOTIFICATIONS MUST BE MADE IN WRITING**



## **TIME LIMITS**

1. You have 10 business days from the date you are notified of an action with which you disagree to request a hearing in writing.
2. The MHA has 10 business days to schedule a hearing.
3. The Hearing Officer has 10 business days to make a decision and inform the MHA.
4. The MHA has 5 business days from the decision date to inform you of the decision in writing.

## **Notice of the Right to a Reasonable Accommodation**

If you or a member of your household has a disability and as a result of that disability you need . . .

- A change in our rules or policies that would give you an equal opportunity to participate in one of our housing assistance programs, or
- a change or repair in your unit or a special type of unit that would give you an equal chance to participate in one of our programs, or
- a change in the way we communicate with you or give you information,

...you may ask for a **REASONABLE ACCOMMODATION**.

If you or a member of your household has a disability, and if your request is reasonable we will try to make the changes you request. “Reasonable” means that it would not cause the housing authority an undue financial burden (it’s not too expensive) or administrative burden. You must have a knowledgeable professional verify that there is a disability and that the accommodation is needed as a result of the disability. Examples of reasonable accommodations include:

- Negotiating with your landlord to build a ramp so a person in a wheelchair can access the unit,
- Making large-type documents or a reader available to a visually-impaired person,
- Permitting an outside agency to assist a disabled person in meeting the terms of the lease.

A disabled person must still be able to meet the obligations of tenancy. They must be able to pay rent, to care for the apartment, to report required information to the housing authority, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

A reasonable accommodation request form (for you to complete) and a verification of request for reasonable accommodation form (for your knowledgeable professional to complete) are available from Missoula Housing Authority employees. If you need help filling out the reasonable accommodation request form, please ask us for assistance.

We will give you an answer within 20 business days unless there is a problem getting the information we need or unless you agree to a longer time. We will let you know if we need more information or verification from you, or if we would like to talk to you about other ways to meet your needs.

If we turn down your request, we will explain the reason in writing. You have the right to request an informal hearing if you disagree with our decision.

**NOTE: All information you provide to the Missoula Housing Authority is confidential and will only be used to offer you an equal opportunity to participate in one of our housing assistance programs.**

# **FAIR HOUSING**

## **It's your right and it's the law**

The Fair Housing Act provides, within constitutional limitations, for fair housing throughout the United States. The Act covers any housing transaction that prohibits or discourages a protected class member from securing and/or enjoying the housing of her/his choice.

### **Protected Classes Covered by The Federal Fair Housing Amendments Act & the Montana Human Rights Act include:**

Race/Color/National Origin  
Disability  
Marital Status  
Familial Status  
Age  
Religion and/or Creed  
Gender  
Sexual Orientation

Fair Housing Laws protect you against intimidation, coercion and harassment. Should you file a complaint, the Federal and State Fair Housing Laws offer protection against retaliation. A copy of the Housing Discrimination Complaint form is included in this packet.

If you believe you have been a victim of discrimination in housing and/or you have questions about the federal and state Fair Housing laws you can contact a representative from Montana Fair Housing by calling 406-782-2573 or Toll Free: 1-800-929-2611.

## **Violence Against Women Act (VAWA)**

If you are a victim or threatened victim of domestic violence, dating violence, or stalking, you have certain protections under the Violence Against Women Act (VAWA). To find out more about your options or to talk to an advocate, call the YWCA Missoula's 24-hour crisis line: (406) 542-1944 or (800) 483-7858.



## Moving with Continued Assistance

One of the most popular features of the Housing Choice Voucher program is its “portability.” That means you can move anywhere and take your assistance with you. You can move within MHA’s jurisdiction. You can even move somewhere else in Montana or around the country. Moving outside our jurisdiction is called Porting.



The first step in any move is contacting your program specialist. The move process may take 4-6 weeks, so think ahead. To be eligible to move with continued assistance, you need to meet certain requirements.

- You need to be completing the term of your lease and you will need to give proper notice to your landlord. **You cannot break your lease!** You cannot move more often than every six months.
- We will update your income and household composition if needed.
- We will get a reference from your landlord. You must be in good standing with the landlord and with MHA.
- **If you owe money to MHA you will not be allowed to move.**

Once you are approved to move, we will issue you a voucher and give you the RFT materials to take to your landlord. The voucher will expire in 60 days.

If you are porting to another agency, we will send your housing documents to that agency. You will need to contact them and they will issue you a voucher good in their jurisdiction. You will need to follow the payment standards and other rules for that agency.

### **PRIVACY POLICY**

The MHA’s policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

#### **Policy on the Release of Information to Prospective Landlords**

In accordance with HUD requirements, it is the policy of the Missoula Housing Authority to furnish to prospective landlords the family’s current address as shown in the MHA’s records, and if known, the name and address of the landlord at the family’s current and prior addresses.

MHA may also furnish prospective landlords with information, based on documents in its possession, about the family’s rental history, or any history of drug trafficking.

The MHA will give the same types of information to all families and all landlords.

MHA will also provide information to prospective landlords about program regulations, rules, requirements, and a statement of the responsibilities of all participants in the program.



## FSS

One unique benefit available to Housing Choice Voucher participants is the opportunity to participate in the Family Self Sufficiency (FSS) program. If you join FSS, the FSS coordinator will help you set goals and work toward financial self-sufficiency. Then, when you begin earning wages, and your share of rent increases accordingly, a comparable amount will go into an escrow account set aside for your use.

You can use it while in the program for certain things that further your goals, such as car repairs to help you get to work. And upon graduating from the five-year program, the entire balance is yours. One common goal for the escrow is to build up a down-payment for buying a house.

If you are interested, contact the FSS coordinators.



## Homeownership

MHA has another special program, the Homeownership voucher. If eligible, a Section 8 participant can use the housing assistance currently helping pay rent to help pay their mortgage on a house.

You have to be in the program at least one year and work at least 30 hours a week, unless disabled.



## **POINTS TO REMEMBER**

**JURISDICTION**—Missoula Housing Authority’s jurisdiction is the Missoula city limits plus ten miles. If you need to live outside MHA’s jurisdiction, you may request your voucher be ported to the agency that has jurisdiction where you want to live.

**FRAUD**—You must provide MHA with accurate and complete information regarding your household. If you submit fraudulent information or fail to report changes, you will be required to repay the amount of assistance overpaid. In addition, you may lose your voucher and be prosecuted for violating a federal law.

**NO DROP IN APPOINTMENTS**—Please be considerate of your program specialist and call them if you need to speak with them. Due to the volume of clients, if you drop in and ask to speak with your program specialist, you will be asked to call them. (MHA is currently closed to the public. Please use our drop box.)

**ANNUAL RECERTIFICATIONS/INSPECTIONS**—A recertification of your household information and an inspection of your home must be performed at least once a year. You will receive a notice in the mail of these appointments. Failure to comply with this HUD requirement is grounds for termination from the Section 8 program.

**ADDING A HOUSEHOLD MEMBER**—Prior to allowing anyone to move into your household, you must complete the MHA application process for that person. Please request this application from your program specialist. Remember: No one is authorized to move in to your home until approved by MHA *and* your landlord.

**MINIMUM RENT**—MHA has a minimum rent policy of \$50.00 per month. However, MHA recognizes that in some circumstances even the minimum can be a hardship for the family. You may request an exception to this policy by requesting a hardship exception. This request must be made in writing and submitted to your program specialist for processing.

**CHILD/MINOR TURNING 18**—When a household’s child/minor turns the age of 18, per HUD regulations, the status of this household member changes. You will be required to provide information regarding the educational status and/or employment status of the child/minor turning 18 at your next annual recertification.

**MOVING NOTICE**—You must notify both the MHA *and* your landlord 30 days prior to any move. You may hand write your notice or use a form provided by your landlord, but please make sure you provide a copy to your program specialist. If you fail to notify your landlord or program specialist your voucher assistance may be discontinued. MHA limits you to requesting a move no more frequently than six months apart.

**MISSED INSPECTION FEE**—A fee of \$20.00 will be charged to your household if you fail to meet the inspector or provide access to your home for any regularly scheduled Housing Quality Standards Inspection (HQS). Failure to pay the fee for a missed inspection may be cause for termination from the Section 8 Voucher program.

**ADDITIONAL RENT TO OWNER**—You **may not** enter into a side agreement with any landlord for additional rent over and above the amount approved by MHA. Additional rent to owner may include: Common Area Maintenance (CAM) fees, pet rent or additional contract rent *not* reported to MHA. These amounts must be included in your affordability calculation from your worksheet.

**The Program Specialists at Missoula Housing Authority are required by law to enforce the Housing Choice Voucher program regulations created by the United States Congress.**

**Following these program regulations and your lease terms will enable you to maintain a successful relationship with all parties.**

## Resource List

<b>First Call for Help</b>	<b>801 S Higgins Ave</b>	<b>(406) 549-5555 or 211</b>
A telephone information and referral line. Maintains a comprehensive, up-to-date listing of social service resources in the Missoula and Ravalli counties. The telephone line is active 12:00pm to 5:00pm Monday through Friday.		
<b>Human Resource Council</b>	<b>1801 S Higgins</b>	<b>(406) 728-3710</b>
Low Income Energy Assistance Program (LIEAP) helps low and very low income families offset the high cost of winter heating. Program runs from October 1 <sup>st</sup> through March.		
<b>Office of Public Assistance</b>	<b>2677 Palmer, Ste 100</b>	<b>(406) 329-1200</b>
Medicaid, SNAP, and TANF assistance.		
<b>Summit Independent Living</b>	<b>700 SW Higgins Ave #101</b>	<b>(406) 728-1630</b>
<b>Missoula Aging Services</b>	<b>337 Stephens Ave</b>	<b>(406) 728-7682</b>
<b>Opportunity Resources</b>	<b>2821 S. Russell</b>	<b>(406) 721-2930</b>
<b>3 Rivers Mental Health Solutions</b>	<b>715 Kensington Ave #24b</b>	<b>(406) 830-3294</b>
<b>Western Montana Mental Health</b>	<b>1315 Wyoming</b>	<b>(406) 532-9700</b>
<b>Winds of Change</b>	<b>1120 Cedar Street</b>	<b>(406) 541-4673</b>
<b>AWARE</b>	<b>1055 W Sussex Ave</b>	<b>(406) 543-2202</b>
<b>Child Care Resources</b>	<b>127 E Main, Ste 314</b>	<b>(406) 728-6446</b>
<b>Salvation Army</b>	<b>355 S. Russell</b>	<b>(406) 549-0710</b>
<b>YWCA</b>	<b>1130 W Broadway</b>	<b>(406) 543-6691</b>
<b>Montana Legal Services</b>	<b>211 N Higgins Ave # 401</b>	<b>(406) 543-8343</b>
<b>Rural Dynamics</b>		<b>(877) 275-2227</b>
Consumer Credit Counseling Service and Financial Education		
<b>Homeward</b>	<b>1535 Liberty Lane</b>	<b>(406) 532-4663</b>
Financial fitness, renter's education, and homebuyer education		

## Glossary of Section 8 Housing Terms

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABLED PERSON.** A person who is any of the following: A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423). A person who has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that ability to live independently could be improved by more suitable housing conditions. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISPLACED PERSON/FAMILY.** A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**DRUG-RELATED CRIMINAL ACTIVITY.** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of: A payment to the owner for rent to owner under the family's lease. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who: Is determined to be essential to the care and well-being of the person. Is not obligated for the support of the person. Would not be living in the unit except to provide necessary supportive services.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's certificate program or voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The maximum subsidy payment for a family (before deducting the family contribution). The PHA sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**SECURITY DEPOSIT.** A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TENANCY ADDENDUM.** In the lease between the tenant and the owner, the lease language required by HUD.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing).

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNIT.** Residential space for the private use of a family.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

**Department of Housing and Urban  
Development  
Housing Choice Voucher Program  
Administered by:**

**Missoula Housing Authority  
1235 34th Street  
Missoula, MT 59801  
(406) 549-4113**



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