

Section 8
Project Based Voucher
Program

FAMILY
HANDBOOK



Missoula
Housing
AUTHORITY

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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 Project Based Voucher Program**.

The Project Based Voucher Program helps you pay rent to your landlord. The voucher is part of MHA's pool of Housing Choice Vouchers, except that it is attached to this unit only. The MHA has a contract on your behalf with the landlord, where you will be expected to pay 30% 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.

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
Total Annual Income:	\$21,500	Day Care expenses	-- <u>\$1,800</u>
		Annual Adjusted Income	\$18,740

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>
Total Annual Income:	\$7,560	Subtotal:	\$1,199.40
Medical Threshold (3% of income):	\$227	Subtract Threshold:	— \$227.00
		Add Disability deduction:	\$400.00
		Total Deductions:	\$1,372.40
Annual Income:	\$7,560		
Deductions:	- <u>\$1,372</u>		
Annual Adjusted Income	\$6,187		

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>		
Total Annual Income:	\$14,434	Annual Adjusted Income:	\$14,434

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 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 10/01/2019)	
SECTION 8 VOUCHER	
0/Studio	\$753.00
1 Bedroom	\$849.00
2 Bedroom	\$1077.00
3 Bedroom	\$1541.00
4 Bedroom	\$1865.00
5 Bedroom	\$2144.00
6 Bedroom	\$2424.00

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.

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

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, you've been approved as an applicant by MHA, and you've approved as a tenant by the landlord, we will let you know you can sign a lease. The minimum initial lease term is 12 months.

You must meet with your program specialist before you sign the lease to complete the process of getting assistance for that unit.

MHA cannot pay for rent, security deposit, or any other cost until a contract has been executed between the landlord and MHA.

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. 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:

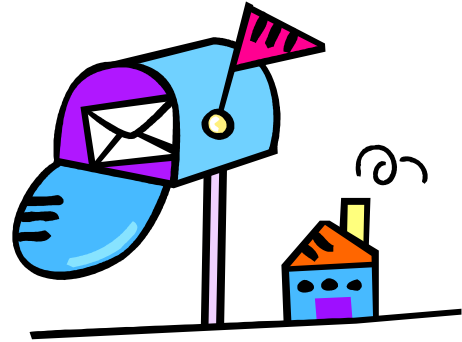
Rental application fees: MHA can reimburse you for an application fee paid. A receipt of the fee paid is required if this type of request is made. Due to limited funds, *MHA must limit this assistance to one application fee for each adult household member (one time assistance).*

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 15th 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 15TH 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 PROJECT-BASED VOUCHER PROGRAM

Included But Not Limited to The Following

- (A) Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.
- (B) Each family member must:
1. Supply any information that the PHA or HUD determines to be necessary for administration of the program, including submission of required evidence of citizenship or eligible immigration status.
 2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
 4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
 5. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
 6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.
 8. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.
 9. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.
 10. Request PHA written approval to add any other family member as an occupant of the unit.
 11. Promptly notify the PHA in writing if any family member no longer lives in the unit.
 12. Give the PHA a copy of any owner eviction notice.
 13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

- (C) The family (including each family member) must not:
1. Own or have any interest in the unit.
 2. Commit any serious or repeated violation of the lease.
 3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
 5. Sublease or let the unit or assign the lease or transfer the unit.
 6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.
 7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
 8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 9. Engage in abuse of alcohol in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

GROUNDS FOR TERMINATION OF ASSISTANCE

IF YOU OR A MEMBER OF YOUR HOUSEHOLD...

1. Violate a Family Obligation of the Project-Based Voucher Program (see Family Obligations for Project-Based Voucher 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.



Transitioning from Project Based to tenant-based (Housing Choice) voucher: Moving with continued assistance

Your assistance in the current unit is attached to that unit only. That means you if you move out, you lose that assistance. However, after one year in the program, if you wish to move and if you otherwise qualify for a **move with continued assistance** you will be eligible for the **next available voucher** (MHA may not have vouchers available at the time you wish to move).

If you wish to stay, and your landlord agrees, you do not need to move.

Step 1: Contact your program specialist at MHA for a move packet. The move process may take 4-6 weeks, so think ahead. You must request a move and be approved before you can receive a voucher. 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!**
- 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.**

Step 2: After you have been approved, you will be invited to a briefing where your voucher will be issued. At that meeting, MHA staff will give information about how to search for a unit and how it is approved by MHA.

You may use your voucher to move anywhere in MHA's jurisdiction or anywhere in the country that has Housing Choice Vouchers. If you wish to move outside of our jurisdiction, that process is called "Porting." 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.



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.

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

First Call for Help	801 S Higgins Ave	(406) 549-5555 or 211
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.		
Human Resource Council	1801 S Higgins	(406) 728-3710
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 st through March.		
Office of Public Assistance	2677 Palmer, Ste 100	(406) 329-1200
Medicaid, SNAP, and TANF assistance.		
Summit Independent Living	700 SW Higgins Ave #101	(406) 728-1630
Missoula Aging Services	337 Stephens Ave	(406) 728-7682
Opportunity Resources	2821 S. Russell	(406) 721-2930
3 Rivers Mental Health Solutions	715 Kensington Ave #24b	(406) 830-3294
Western Montana Mental Health	1315 Wyoming	(406) 532-9700
Winds of Change	1120 Cedar Street	(406) 541-4673
AWARE	1055 W Sussex Ave	(406) 543-2202
WORD	2405 McIntosh Loop	(406)543-3550
Child Care Resources	127 E Main, Ste 314	(406) 728-6446
Salvation Army	355 S. Russell	(406) 549-0710
YWCA	1130 W Broadway	(406) 543-6691
Montana Legal Services	211 N Higgins Ave # 401	(406) 543-8343
Rural Dynamics	1515 Fairview Ave, Ste 205	(877) 275-2227
Consumer Credit Counseling Service and Financial Education		
Homeward	1535 Liberty Lane	(406) 532-4663
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
Project Based Voucher Program
Administered by:**

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



The Missoula
Authority complies
Housing Act and

provides reasonable accommodations
to persons with disabilities.

Housing Au-
with the Fair