

Shelter Plus Care
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 Shelter Plus Care Voucher Program**.

The Shelter Plus Care 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% of your income to the landlord and the MHA pays the rest of your rent.

You also will work with your Case Manager to access other services tailored to your needs. You must maintain active case management throughout your participation.

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 4-bedroom unit or larger.
- As a reasonable accommodation for a disability.

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
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

Fair Market Rent Standards

MHA must base its rental assistance on Fair Market Rent Standards determined each year by HUD. This year’s fair market rent standards are:

FAIR MARKET RENT STANDARDS PER BEDROOM/UNIT SIZE	
Fiscal Year 2017 (effective 10/01/2016)	
SHELTER PLUS CARE VOUCHER	
Mobile Home Lot	N/A
0/Studio	\$629.00
1 Bedroom	\$722.00
2 Bedroom	\$918.00
3 Bedroom	\$1324.00
4 Bedroom	N/A
5 Bedroom	N/A
6 Bedroom	N/A

Your housing cost includes an allowance for any utilities you must pay (rather than provided for by the landlord). HUD issues a schedule based on the type of utility and type and size of unit – see chart on next page. These are necessary utilities like heat and water, not phone or cable.

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.

You must lease in an appropriate sized unit based on your Voucher size.

Note: Shelter Plus care is designed to serve individuals and small families. We do not fund large bedroom vouchers.

More on UAs

Shelter Plus Care 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.



Montana Department of Commerce for Section 8 Programs

11-1-2015 through 10-31-2016

Region 17: City of Missoula

# of Bedrooms _____ Payment Standard _____ Name of Family _____	Field Agent _____ Revised _____
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SINGLE-FAMILY (HOUSE)					
HEATING	1BR	2BR	3BR	4BR	5BR
Natural Gas	36	47	60	75	87
Bottle Gas	101	140	186	239	280
Oil	66	92	122	157	184
Electric	65	90	119	153	179
COOKING					
Natural Gas	3	4	5	7	8
Electric	5	7	9	11	13
Bottle Gas	10	14	18	24	28
Oil	0	0	0	0	0
WATER HEATING					
Natural Gas	10	13	18	23	27
Electric	21	30	39	51	59
Bottle Gas	28	38	51	65	77
Oil	0	0	0	0	0
Other Electric	31	37	44	51	57
Water	45	48	55	60	65
Sewer	23	23	23	23	23
Trash Collection	24	24	24	24	24
Air Conditioning	3	4	5	6	7

MULTI-FAMILY (APARTMENT)					
HEATING	1BR	2BR	3BR	4BR	5BR
Natural Gas	29	35	48	56	59
Bottle Gas	78	101	146	176	186
Oil	49	64	92	111	117
Electric	53	68	98	119	125
COOKING					
Natural Gas	4	6	8	10	10
Electric	5	7	10	12	13
Bottle Gas	12	15	22	26	28
Oil	0	0	0	0	0
WATER HEATING					
Natural Gas	8	10	14	17	18
Electric	19	25	36	43	45
Bottle Gas	22	28	40	49	51
Oil	0	0	0	0	0
Other Electric	30	34	42	47	49
Water	42	47	54	59	60
Sewer	23	23	23	23	23
Trash Collection	24	24	24	24	24
Air Conditioning	2	2	3	4	4

MOBILE HOME					
HEATING	1BR	2BR	3BR	4BR	5BR
Natural Gas	30	39	51	65	72
Bottle Gas	80	112	152	202	224
Oil	53	75	102	135	150
Electric	58	81	110	147	163
COOKING					
Natural Gas	4	5	7	10	11
Electric	5	7	9	12	13
Bottle Gas	10	14	19	26	29
Oil	0	0	0	0	0
WATER HEATING					
Natural Gas	7	10	14	19	21
Electric	20	29	39	52	57
Bottle Gas	29	41	56	74	83
Oil	0	0	0	0	0
Other Electric	28	32	37	44	47
Water	45	49	58	66	70
Sewer	23	23	23	23	23
Trash Collection	24	24	24	24	24
Air Conditioning	2	3	4	5	6

USE UTILITY ALLOWANCE FOR ACTUAL NUMBER OF BEDROOMS	
UTILITY	\$ ALLOWANCE
Heating	\$ _____
Cooking	\$ _____
Water Heating	\$ _____
Other Electric	\$ _____
Water	\$ _____
Sewer	\$ _____
Garbage	\$ _____
Air Conditioning	\$ _____
Other (Specify)	\$ _____
Total	\$ _____
Utility Allowance	\$ _____
Rent	\$ _____ +
Gross Rent	\$ _____ =

Is this amount below fair market?
 Rent for a _____ bedroom unit?
 Which is \$ _____

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.

MHA maintains a binder of current listings of units available for Shelter Plus Care in our lobby, along with a free telephone. Most of the large property management companies work with our program, as well as many small landlords. In your packet are a list of specialized housing, such as for seniors, and a list of our largest landlords.

We also have a link on our website www.missoulahousing.org that connects to several internet rental listings. If you find a landlord not currently working with us that would like to, please have them contact our office for information on participating.

The State of Montana also has a website: www.mthousingsearch.com.

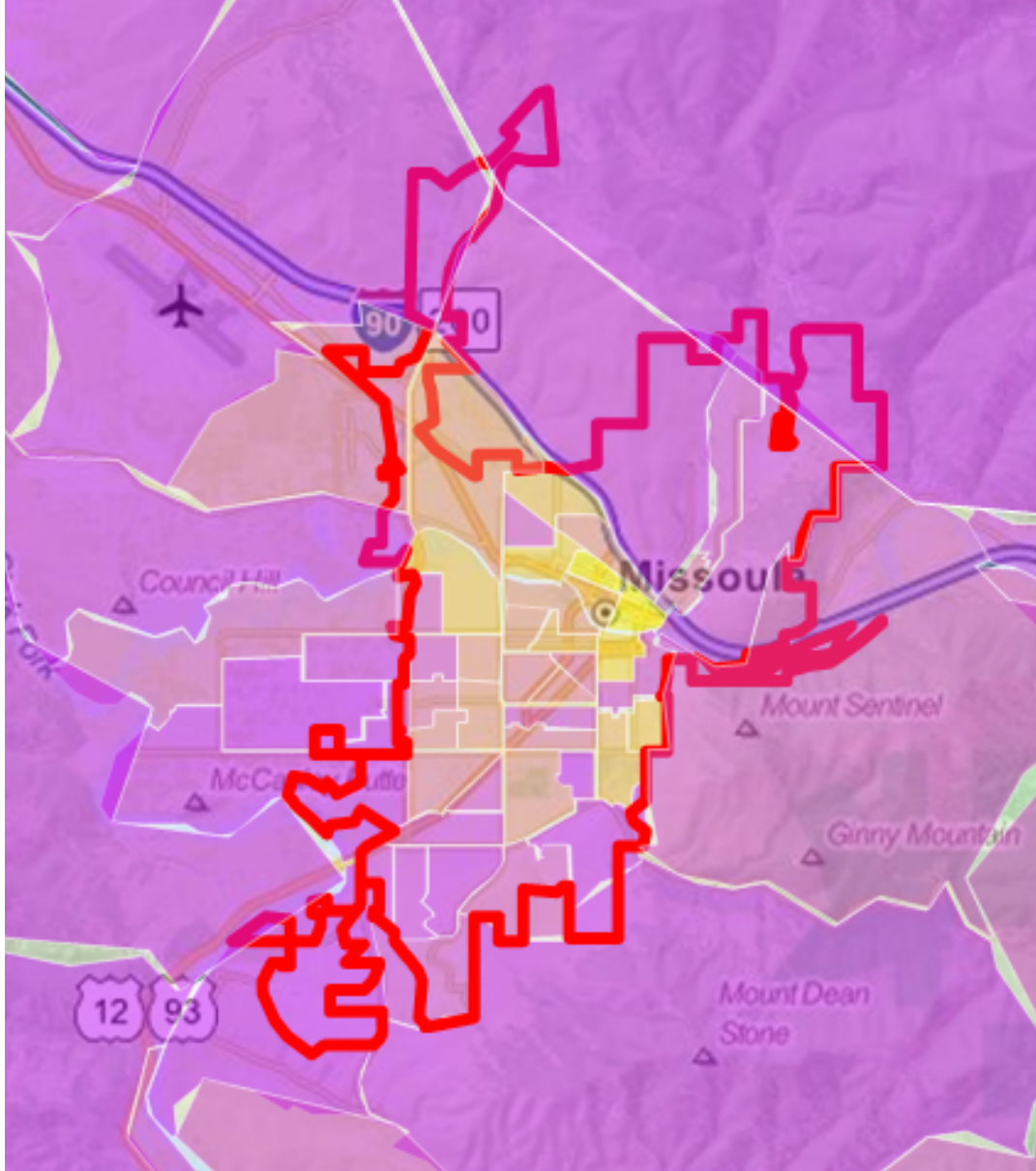
“Can I rent a unit that costs more than the payment standard if I pay the extra?”

No. HUD requires you to pay 30% and MHA the rest. But if the unit is a little more than the fair market rent, have the landlord submit the Request for Tenancy and MHA staff will review it. We must compare it to other units in the community to make sure its reasonable rent, and we can negotiate on your behalf with the landlord.



Poverty Census Map

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



Yellow areas are high poverty and Purple areas low poverty

low as are

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 a year.

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 .08 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 it 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)(BMIR) 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			
Rangeflow/hardware			
Other (specify)			

Previous editions are obsolete Page 1 of 2 form HUD-52517 (06/2003) ref. Handbook 7420.8

Housing Quality Standards (HQS) Inspection

Shelter Plus Care 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 12 months.

You will then need an appointment with your case manager program specialist 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 Shelter Plus Care program can pay for a security deposit one time. Also, MHA secured a grant to provide limited help with barriers to leasing, which we call the Essential Access Program (EAP).



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:

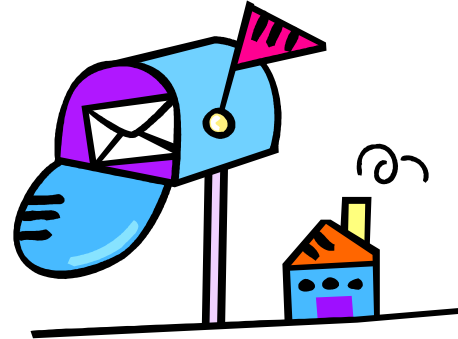
Rental application fees: MHA can reimburse you for an application fee paid. A receipt of the fee paid is required if this type of request is made. Due to limited funds, *MHA must limit this assistance to one application fee for each adult household member (one time assistance).*

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.

Case Management

As part of the Shelter Plus Care program, all participants must maintain active case management. Your case manager must attend all meetings with the MHA and will receive copies of all correspondence from MHA. If you have a change in case management, you must notify MHA within 10 days of knowing about the change.

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\Seata\SS-CF\form\Notice of Change - Rev 02 16

FAMILY OBLIGATIONS FOR SHELTER PLUS CARE 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.
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 Shelter Plus Care 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 30 days.

GROUNDS FOR TERMINATION OF ASSISTANCE

IF YOU OR A MEMBER OF YOUR HOUSEHOLD...

1. Violate a Family Obligation of the Shelter Plus Care Program (see Family Obligations for Shelter Plus Care 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. Discontinue active case management services.
6. Have engaged in or threatened abusive or violent behavior toward any Missoula Housing Authority personnel.
7. Fail to sign and submit consent forms for obtaining continuing eligibility factor verifications.
8. Have abandoned your unit for more than 7 days without informing us of your absence.
9. Have informed us of your absence, but you have been gone for over 30 days, unless in an institution.
10. Have informed us of your absence for being in an institution, but you have been absent for over 90 days.
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

In the Shelter Plus Care program you can move and take your assistance with you anywhere within MHA's jurisdiction. You cannot transfer your voucher outside our jurisdiction.



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!**
- 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.

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.

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.

For further information please contact your program specialist.



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.

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 2C	(406) 830-3294
Western Montana Mental Health	1315 Wyoming	(406) 532-9700
Winds of Change	2685 Palmer St Ste C	(406) 721-2038
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

Glossary of Shelter Plus Care 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*.

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.

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).

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.

**Department of Housing and Urban
Development
Shelter Plus Care Program
Administered by:**

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



The Missoula
thority complies

**EQUAL HOUSING
OPPORTUNITY**

Housing Au-
with the Fair

Housing Act and
provides reasonable accommodations
to persons with disabilities.