

Edited Chapters	CURRENT LANGUAGE	PROPOSED CHANGES
All	N/A	All chapters were reviewed and edited for grammar, sentence structure and punctuation and margin errors.
All	SFHA	All reference to SFHA changed to the Housing Authority of the City and County of San Francisco in the first instance within a Chapter and Part and thereafter changed to the Authority.
All	EXECUTIVE DIRECTOR (ED)	All reference to the Executive Director (ED) changed to Chief Executive Officer (CEO)
HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN	Effective: February 1, 2025	Effective: October 1, 2025
CHAPTER 1: Introduction	The Authority is not a federal department or agency.	The Authority is not a federal department or agency or a vital records agency.
CHAPTER 1: Introduction	It also contains information about the purpose, intent and use of the plan and guide.	REMOVED
CHAPTER 1: Introduction	Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.	Part III: The HCV Administrative Plan. This part discusses the purpose and revision requirements of the plan.
CHAPTER 1-I.A	The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the Housing Authority of the City and County of San Francisco (a.k.a. “Authority” or “SFHA”) for the jurisdiction of the City and County of San Francisco. The officials of the Authority are known as commissioners or, collectively, as the Board of Commissioners.	The Housing Authority of the City and County of San Francisco (hereinafter, “the Authority”), is a public entity established by the Board of Supervisors in 1938 to provide federally subsidized housing and housing assistance to low-income families within the City and County of San Francisco. The officials of the Authority are known as commissioners, or collectively as the Board of Commissioners.
CHAPTER 1-I.C	The Authority’s Administrative Plan is applicable to the operation of the Housing Choice Voucher Program and Emergency Housing Voucher Program.	The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by HUD and administered by the Authority for the jurisdiction of the City and County of San Francisco. The Authority administers the following federal programs, which are subject to the policies outlined within this Administrative Plan: •The Housing Choice Voucher (HCV) tenant-based voucher program •The Project-based voucher (PBV) program •The Emergency Housing Voucher Program
CHAPTER 1-III.C	1-III.C. ORGANIZATION OF THE PLAN The plan is organized to provide information to users in particular areas of operation.	REMOVED
CHAPTER 2: Introduction	Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the Federal Register.	Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the Authority to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the Federal Register.
CHAPTER 2: Introduction	NA	Part IV: Policies Related to the Violence against Women Act (VAWA). This part contains key terms used in VAWA and describes the VAWA protections, requirements for qualifying for protections and remedies under VAWA, notifying families and owners about their rights and responsibilities under VAWA, requesting documentation from survivors of VAWA violence/abuse and maintaining the confidentiality of information obtained from survivors of VAWA violence/abuse, and qualifying for and receiving VAWA emergency transfers.
Chapter 2-I.A	NA	•The Fair Housing Act
Chapter 2-I.A	•Violence Against Women Reauthorization Act of 2013 (VAWA); and	•Violence Against Women Reauthorization Act of 2022 (VAWA); and
Chapter 2-I.B	Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination based on other factors. The PHA shall not discriminate because of ancestry, source of income, race, color, sex, religion, national or ethnic origin, familial status, or disability to be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the PHA housing programs (called “protected classes”). Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18. The PHA will not discriminate on the basis of an individual’s status as a victim of domestic violence, dating violence, sexual assault or stalking.	The PHA’s housing programs shall not exclude from participation, deny the benefits of, or otherwise discriminate against any applicant or participant because of ancestry, source of income, race, color, sex, religion, national or ethnic origin, familial status, or disability (called “protected classes”). Additionally, applicants and participants shall be provided equal access to housing regardless of marital status, gender identity or sexual orientation. Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18. The PHA will not discriminate on the basis of an individual’s status as a survivor of domestic violence, dating violence, sexual assault or stalking.
Chapter 2-II.C	There must be an identifiable connection or nexus between the required accommodation and the individual’s disability.	REMOVED (This is a duplicate statement already found in policy)
Chapter 2-II.C	The Authority will not review Reasonable Accommodations submitted more than 30 calendar days after a voucher has been terminated.	REMOVED
Chapter 2-III.A	NA	Policy Number 3: Approved June X, 2025; Effective October 1, 2025
Chapter 2-III.A.3.1	A determination as to whether five (5) percent of the Authority’s clientele speaks a specific language will trigger consideration of vital document translation.	When five (5) percent of the Authority’s clientele vital document translation will be required.

Chapter 2-III.A.3.1.4	Authority staff members who agree to serve as oral interpreters will receive additional compensation for demonstrating proficiency in multiple languages, participating in interpreter/cultural competency training, and serving as oral interpreters.	REMOVED
Chapter 2-III.A.3.1.4	Additionally, the Authority will establish partnerships with City departments/agencies and community organizations to provide volunteer interpreter services for our clients, as alternative when professional interpreters (procured vendors and Authority staff members) are unavailable.	Additionally, the Authority will establish partnerships with City departments/agencies and community organizations to provide volunteer interpreter services for our clients, as available.
Chapter 2-III.A.3.2	Based on the Four-Factor analysis, the Authority translates vital documents to Chinese (Cantonese), Russian, Spanish, and Vietnamese.	Based on the Four-Factor analysis, the Authority translates vital documents to Chinese (Cantonese), Spanish, and Vietnamese.
Chapter 2-III.A.3.2	6.0Interested Interpreters: Residents who are interested in interpreting or providing translation services are invited to call 415-715-5200 and provide their contact information. The Authority will create a list of resident interpreters that may be contacted when their services are needed. The list will be maintained by the Authority and is not accessible to the public. Resident interpreters will not be used for individual client matters to protect their privacy. A stipend, to be determined by the Authority, will be provided when the services are utilized.	REMOVED
Chapter 2 Part IV.A	NA	2-IV.A. OVERVIEW All programs subject to this Administrative Plan (see 1-I.C) are administered in accordance with the Violence Against Women Act (“VAWA”) 34 U.S.C. 12491 et seq. and its implementing regulations 24 CFR Part 5, Subpart L, as well as any program specific implementing regulations and HUD guidance. The Violence Against Women Reauthorization Act of 2022 (VAWA 2022; P.L. 117-103) reauthorized preexisting VAWA programs and created new programs and expansions of VAWA enforcement. The actions addressed under VAWA are domestic violence, dating violence, sexual assault, and stalking (referred to herein as “VAWA violence/abuse”). The statute and implementing regulations refer to individuals as “victims of domestic violence, dating violence, sexual assault, and stalking”, however, the VAWA policies described in this Administrative Plan will address individuals entitled to VAWA protections and remedies as “survivors of VAWA violence/abuse”, “VAWA survivors”, or “survivor(s)” as applicable. Section 2-IV of this Administrative Plan addresses the special housing protections and remedies for survivors of VAWA violence/abuse who are applying for, or are the beneficiaries of, federally assisted housing under the Authority’s jurisdiction.
Chapter 2 Part IV.B	N/A	2-IV.B. APPLICABILITY [24 CFR 5.2001] Notwithstanding the title of the statute, VAWA protections are not limited to women, but apply to a survivor regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements at 24 CFR 5.105 (a), survivors of VAWA violence/abuse shall not be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age, and VAWA protections must be applied consistent with all non-discrimination and fair housing requirements. The policies described herein are applicable to Authority staff, contractors and agents, as well as private owners and property managers (collectively and individually referred to herein as “landlords”), and other housing providers accepting federal funds from the Authority to house individuals under the programs subject to this Administrative Plan.

Chapter 2 Part IV.C	N/A	<p>2-IV.C. DEFINITIONS [34 U.S.C.12291; 24 CFR 5.2003; Notice PIH-2017-08]</p> <p>As used in VAWA:</p> <p>Actual and imminent threat refers to a physical danger that is: (1) real, (2) would occur within an immediate time frame, and (3) could result in death or serious bodily harm.</p> <p>In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:</p> <ul style="list-style-type: none">•The duration of the risk;•the nature and severity of the potential harm;•the likelihood that the potential harm will occur; and•the length of time before the potential harm would occur. <p>Affiliated Individual with respect to an individual, means:</p> <p>1.A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or</p> <p>2.Any other individual, tenant, or lawful occupant living in the household of that individual.</p> <p>Bifurcate means to divide a lease as a matter of law, such that certain tenants or lawful occupants can be evicted or removed while the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.</p> <p>Covered housing providers refer to the individual or entity that has responsibility for the administration and/or oversight of VAWA protections and include PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity.</p> <p>Dating violence means violence committed by a person:</p> <p>(1)Who is or has been in a social relationship of a romantic or intimate nature with the VAWA survivor; and</p> <p>(2)Where the existence of such a relationship shall be determined based on consideration of the following factors:</p> <ul style="list-style-type: none">oThe length of the relationship;oThe type of relationship; andoThe frequency of interaction between the persons involved in the relationship. <p>Domestic Violence includes felony or misdemeanor crimes of violence committed by:</p> <p>(1)A current or former spouse or intimate partner of the VAWA survivor (The term “spouse” or “intimate partner of the VAWA survivor” includes a person who is or has been in a social relationship of a romantic or intimate nature with the VAWA survivor, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship).</p> <p>(2)A person with whom the VAWA survivor shares a child in common;</p> <p>(3)A person who is cohabitating with or has cohabitated with the VAWA survivor as a spouse or intimate partner;</p>
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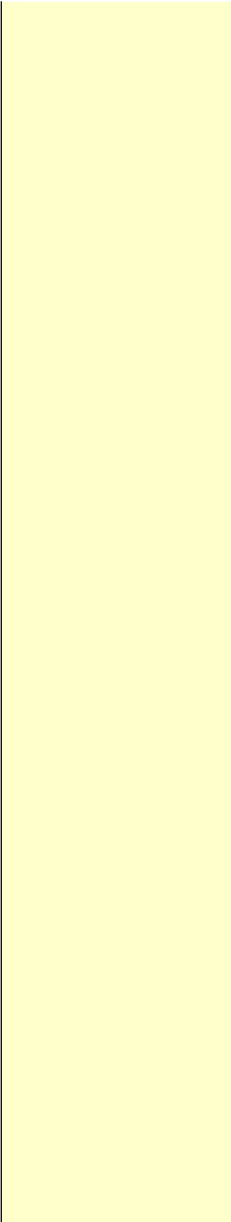
		<p>(4)A person similarly situated to a spouse of the VAWA survivor under the domestic or family violence laws of the Authority's jurisdiction; or</p> <p>(5)Any other person against an adult or youth VAWA survivor who is protected from that person's acts under the domestic or family violence laws of the Authority's jurisdiction.</p> <p>Sexual Assault means any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.</p> <p>Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:</p> <ul style="list-style-type: none">•Fear for their safety or the safety of others; or•Suffer substantial emotional distress.
Chapter 2 Part IV.D	N/A	<p>2-IV.D. NOTIFICATION OF OCCUPANCY RIGHTS UNDER VAWA [24 CFR 5.2005; Notice PIH 2-017-08]</p> <p>The PHA must provide to each of its applicants and participants both the “Notice of Occupancy Rights Under the Violence Against Women Act” (Form HUD-5380; see Exhibit 2-2) and the “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” (Form HUD-5382; see Exhibit 2-3). The Notice explains the VAWA protections, including the right to confidentiality and any limitation on those protections. The Certification, to be completed by or on behalf of the survivor, documents an incident of VAWA violence/abuse and states that the applicant or participant is a survivor of VAWA violence/abuse, states incident of VAWA violence/abuse that forms the basis for the request for protection under VAWA, and includes the name of the perpetrator if known and safe to provide. This form certifies the truth and accuracy of the information provided. Providing false information to fraudulently claim protections under VAWA may result in denial of admission, termination of assistance, or eviction.</p> <p>The notice and certification forms must be made available in multiple languages and must be provided to an applicant or participant not later than each of the following times:</p> <ol style="list-style-type: none">1.At the time the applicant is denied assistance or admission under a covered housing program;2.At the time the individual is provided assistance or admission under the covered housing program;3.With any notification of eviction or notification of termination of assistance; and4.During the annual recertification or lease renewal process, whichever is applicable <p>A description of specific protections afforded to survivors of VAWA violence/abuse must be included in the lease addendum or tenancy addendum, as applicable.</p> <p>Authority Policy</p> <p>The Authority adopts the following policy to ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.</p> <p>Notification to Public</p> <p>The following information is posted in the lobby of the Authority office located at 1815 Egbert Ave, San Francisco, CA 94124 and on its website, and is readily available in alternate languages in accordance with the Authority's LEP policy upon request:</p> <ul style="list-style-type: none">•The Notice of Occupancy Rights Under the Violence Against Women Act•The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

	<ul style="list-style-type: none">•A copy of the Authority's VAWA Emergency Transfer Process Quick Sheet (see Exhibit 2-4)•The National Domestic Violence Hotline: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 2-2 and 2-3).•Contact information for local victim advocacy groups or service providers. <p>Notification to Applicants</p> <p>All applicants applying for federal assistance to the public housing, Housing Choice Voucher tenant-based voucher and project-based voucher programs as well as any other covered programs administered by the Authority will be provided Forms HUD-5380 and 5382 and the Emergency Transfer Process Quick Sheet:</p> <ul style="list-style-type: none">•At the time the applicant requests an application for housing assistance•Along with any notification sent to the applicant informing them their application for assistance has been denied. (See section 3-III.F for notice of eligibility or denial).•Along with the briefing packet documents at the time the family is provided assistance or admission under the covered housing program. (See Chapter 5). <p>Notification to Participants</p> <p>All participants receiving federal assistance to any covered programs administered by the Authority will be provided Forms HUD-5380 and 5382 and the Emergency Transfer Process Quick Sheet:</p> <ul style="list-style-type: none">•Along with any notification of termination of assistance (See Chapter 12);•Along with the annual recertification documentation sent to the family to stay in compliance with the program. (See Chapter 11);•Along with any notice of eviction (See Chapter 12 and 13). <p>Notification to Owners and Managers</p> <p>The Authority will provide owners and managers with information about their rights and obligations under VAWA when they begin their appropriate participation in the HCV program and at least annually thereafter.</p> <p>The VAWA information provided to owners will consist of the Notice to Owner/Manager (see Exhibit 2-7), a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation (Exhibit 2-3), Emergency transfer request form HUD-5383 (Exhibit 2-6), and a copy of the Authority's emergency transfer plan (Exhibit 2-5) and quick sheet (Exhibit 2-4).</p> <p>A description of the specific protections afforded to VAWA survivors must also be included in the tenancy addendum.</p>
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Chapter 2 Part IV.E	N/A	<p>2-IV.E. CONFIDENTIALITY [24 CFR 5.2007(c)]</p> <p>Given the significant safety issues faced by survivors of VAWA violence/abuse, any information provided to the PHA or Owner regarding incidents of VAWA violence/abuse, including the fact that an individual is a survivor of VAWA violence/abuse, must be retained in strict confidence.</p> <p>This means the PHA must not:</p> <ol style="list-style-type: none">1. Enter VAWA information into any shared database.2. Allow employees or others to access the information unless specifically authorized by the Authority for reasons that specifically call for these individuals to have access to the VAWA information under applicable Federal, State, or local law.3. provide information to any other entity or individual except to the extent that the disclosure is: (a) requested or consented to by the survivor of VAWA violence/abuse through a written time-limited release, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law. <p>Disclosure may be used in an eviction proceeding if it is related to whether the incident(s) in question qualifies as serious or repeated violation of the lease, good cause to terminate assistance or tenancy or criminal activity directly relating to VAWA violence/abuse.</p> <p>Authority Policy</p> <p>If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the Authority will inform the survivor before disclosure occurs so that safety risks can be identified and addressed.</p> <p>Communicating with survivors of VAWA violence/abuse</p> <p>To ensure confidentiality and the safety of the survivor, the PHA and Owner must take precautions when communicating with applicants and participants who have requested VAWA protections to avoid inadvertent disclosure of confidential information to another individual or entity. Detailed messages containing confidential VAWA information, messages referencing VAWA violence/abuse, VAWA protections, the form number of HUD VAWA notices and certifications, etc. shall not be left on a survivor's voicemail system, or with other individuals (including other members of the household) nor shall such information be mailed to the survivor's address if the perpetrator may have access to the survivor's mail, is the co-head of the household, or the perpetrator is employed at the residence of the survivor.</p> <p>Authority Policy</p> <p>VAWA intake sessions initiated by the survivor with the Authority will be conducted in person at the Authority office located at 1815 Egbert Ave, San Francisco, CA 94124. Applicants and participants seeking to exercise their rights under VAWA should request an appointment with the Department of Housing Operations.</p>
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Chapter 2 Part IV.F	N/A	<p>2-IV.F. DOCUMENTING THE OCCURRENCE OF VAWA VIOLENCE/ABUSE [24 CFR 5.2007; Notice PIH-2017-08]</p> <p>Request for documentation</p> <p>A PHA presented with a claim for initial or continued assistance based on status as a survivor of VAWA violence/abuse, or criminal activity related to any of these forms of abuse may request that the individual making the claim document the abuse. Any request for documentation must be made in writing, and the individual must be allowed at least fourteen (14) business days after receiving the request to submit the documentation. This time may be extended at the discretion of the PHA. Requests for an extension of the deadline must be submitted to the PHA prior to the end of the original deadline to provide documentation.</p> <p>Authority Policy</p> <p>Any request for documentation of VAWA violence/abuse will be made in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.</p> <p>The Authority may, in its discretion, extend the deadline for fifteen (15) additional calendar days. Any extensions granted by the Authority will be made in writing. When deciding whether to grant an extension, the Authority will consider factors such as: cognitive limitations, disabilities, limited English proficiency, absence from the unit due to hospitalization or time in an emergency shelter, administrative delays in obtaining police or court reports, the danger of further violence, and the survivor’s need to address health or safety issues.</p> <p>No adverse actions (i.e., eviction, grievance hearing, informal review, or informal hearing) may be scheduled or taken against the individual requesting VAWA protection during the documentation deadline, plus any extensions granted.</p> <p>Permissible documentation and submission requirements</p> <p>The applicant or participant may satisfy a written request for documentation by providing any one of the three forms of documentation below. It is at the discretion of the applicant or participant which one of the following forms of documentation to submit:</p> <p>1.Certification form HUD-5382 (See Exhibit 2-3).</p> <p>2.A record of a federal, state, tribal, territorial, or local law enforcement agency, court, or administrative agency.</p> <p>3.A document from a professional (i.e., an employee, agent, or volunteer of a victim service provider, an attorney, or a medical or mental health professional) from whom the survivor of VAWA violence/abuse has sought assistance relating to the VAWA violence/abuse or the effects of the abuse. The document must be signed by the professional and the survivor and must state under penalty of perjury that the professional believes in the occurrence of the incident of VAWA violence/abuse and that the incident meets the applicable definition if VAWA violence/abuse as stated in the regulations</p> <p>The PHA or owner may not require third-party documentation (options 2 and 3 above) in addition to certification (option 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation.</p> <p>Discretion to require no formal documentation</p> <p>The PHA has the discretion to provide benefits to an applicant or participant solely on their statement or other corroborating evidence.</p> <p>Authority Policy</p> <p>If the Authority accepts an individual’s statement or other corroborating evidence of VAWA violence/abuse, the Authority will document acceptance of the statement or evidence in the individual’s confidential VAWA file.</p> <p>Conflicting Documentation</p> <p>In cases where the PHA receives conflicting certification documentation from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, each petitioner for VAWA protections will receive written requests to submit</p>
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		<p>acceptable third party documentation, as described above, within 30 calendar days of the date of the request for third party documentation. The PHA must honor any court orders to protect the victim or to address the distribution of property.</p> <p>Authority Policy</p> <p>If presented with conflicting certification documents (two or more forms HUD-5382) from members of the same household, the Authority will attempt to determine which is the true victim by requiring each to provide third-party documentation and following HUD guidance on how such determinations should be made. The family will have 60 calendar days from the date of request by the Authority to provide this documentation.</p> <p>Failure to Provide Documentation</p> <p>In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of VAWA violence/abuse. If the individual fails to provide the requested documentation within the deadline (plus extension if applicable) the PHA may deny relief for protection under VAWA. A denial of VAWA protection may result in denied admission, denied assistance, termination from the program, or eviction.</p> <p>An individual's failure to timely provide documentation of VAWA violence/abuse does not waive the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual from raising an incident of VAWA violence/abuse at eviction or termination proceedings.</p>
Chapter 2 Part IV.G	N/A	<p>2-IV.G. VAWA PROHIBITIONS/PROTECTIONS [24 CFR 5.2005; Notice PIH-2017-08]</p> <p>The Authority has an affirmative duty not to discriminate on the basis of or as a direct result of the fact that an applicant or participant is or has been a survivor of VAWA violence/abuse. Additionally, the Authority does not retaliate against any person because that person made a complaint, testified, assisted, or participated in any manner in a VAWA proceeding.</p> <p>2-IV.G.1. Prohibition against denial, termination, or eviction based on adverse factors that are the direct result of VAWA violence/abuse</p> <p>Applicants and participant families are eligible for VAWA protections if they are:</p> <ul style="list-style-type: none">•Denied admission to a covered housing program•Denied assistance under a covered housing program•Terminated from participation in a covered housing program, or•Evicted from housing under a covered housing program <p>If any of the above actions are taken against an applicant or participant family on the basis of or as a direct result of the fact that the applicant or participant is or has been a survivor of VAWA violence/abuse and if not for adverse factors directly resulting from such abuse or violence, the applicant or participant would qualify for admission, assistance, participation, or occupancy, such applicant or participant is eligible to request relief under VAWA.</p> <p>Eligibility is not limited to the adult members of an applicant or participant family but may include youth under the age of 18 (referred to as “minors” in the Plan) for whom an applicant or participant family may need to exercise VAWA protections to protect the youth survivor.</p> <p>Adverse factors for purposes of VAWA protections refer to any factor that can be used as a basis for denying or terminating assistance or evicting an individual. However, if denial or termination of assistance or eviction is required by federal statute, based on a particular adverse factor (i.e., federal requirement to deny or terminate assistance or evict an individual subject to a lifetime registration under a State sex offender registration program), the PHA</p>



requirement to deny or terminate assistance or evict an individual subject to a lifetime registration under a state sex offender registration program), the PHA must comply with that statute, even if the adverse factor is a direct result of VAWA violence/abuse.

Examples when Adverse Factors might be direct results of VAWA violence/abuse
On the surface, adverse factors may appear unrelated to VAWA violence/abuse and may present legitimate reasons for denial, termination, or eviction. However, the presence of an adverse factor may be due to an underlying experience of VAWA violence/abuse. An adverse factor may be present during much of an abusive relationship, or it may present itself only when a survivor is attempting to leave, or has left, the abusive relationship. The following examples are provided to give PHAs and owners a sense of the many instances in which adverse factors might be the “direct result” of VAWA violence/abuse. Please note that this list is neither exhaustive nor definitive.

Poor credit history. Depending on the circumstances, poor credit history may be a direct result of VAWA violence/abuse when the violence/abuse results in, for example:

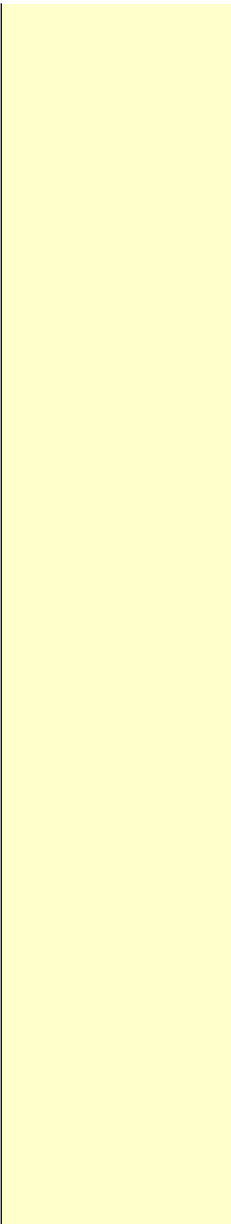
- Forcing a survivor to obtain credit, including credit cards for the perpetrator’s use.
- Using a survivor’s credit or debit card without permission or forcing them to do so.
- Selling survivors’ personal identifying information to identity thieves.
- Running up debt on joint accounts.
- Obtaining loans/mortgages in a survivor’s name.
- Preventing a survivor from obtaining and/or maintaining employment.
- Sabotaging work or employment opportunities by stalking or harassing a survivor at the workplace or causing them to lose their job by physically battering the survivor prior to important meetings or interviews.
- Placing utilities or other bills in a survivor’s name and then refusing to pay.
- Forcing a survivor to work without pay in a family business or forcing them to turn their earnings over to the abuser.
- Job loss or employment discrimination due to status as a survivor of VAWA violence/abuse.
- Job loss or lost wages due to missed work to attend court hearings, seek counseling or medical care, or deal with other consequences of the crime.
- Hospitalization and medical bills the survivor cannot pay or cannot pay along with other bills.

Poor rental history. Depending on the circumstances, poor rental history may be a direct result of VAWA violence/abuse when the violence/abuse results in, for example:

- Property damage;
- Noise complaints;
- Harassment;
- Trespassing;
- Threats;
- Criminal activity;
- Missed or late utility payments(s);
- Missed or late rental payment(s);
- Writing bad checks to the landlord; or
- Early lease termination and/or short lease terms.

Criminal record. Depending on the circumstances, a criminal record may be a direct result of VAWA violence/abuse when the violence/abuse results in, for example:

- Forcing a survivor to write bad checks, misuse credit, or file fraudulent tax returns;
- Property damage;
- Theft;
- Disorderly conduct;
- Threats;
- Trespassing;
- Noise complaints;



<div><div>these companies;</div><div><div>•Family disturbance/trouble;</div><div>•911 abuse;</div><div>•Public drunkenness;</div><div>•Drug activity (drug use and the selling of drugs);</div><div>•Crimes related to sex work;</div><div>•“Failure to protect” a child from a batterer’s violence and/or abuse;</div><div>•Crimes committed by a survivor to defend themselves or in defense of third parties from VAWA violence/abuse; or</div><div>•Human trafficking.</div></div></div>
<div><div>Failure to pay rent. Depending on the circumstances, temporary failure to pay rent may be a direct result of VAWA violence/abuse, when violence/abuse results in, for example:</div><div><div>•The survivor’s injury or temporary incapacitation;</div><div>•The arrest of the only wage-earning member of the household;</div><div>•Preventing the survivor from obtaining and/or maintaining employment;</div><div>•Sabotaging work or employment opportunities by stalking or harassing the survivor at the workplace;</div><div>•Causing the survivor to lose their job by physically battering them prior to important meetings or interviews;</div><div>•Placing utilities or other bills in the survivor’s name and then refusing to pay;</div><div>•Forcing the survivor to turn their earnings over to the abuser;</div><div>•Forcing the survivor to work without pay in a family business;</div><div>•Job loss or employment discrimination due to status as a survivor of VAWA violence/abuse;</div><div>•Losing wages or a job due to missing work to attend court hearings, seek counseling or medical care, or deal with other consequences of the crime can result in loss wages and unemployment; or</div><div>•Inability to pay bills after significant medical expenses resulting from the survivor’s hospitalization.</div></div></div>
<div><div>Determining whether an Adverse Factor is a “direct result” of the applicant or participant’s status as a survivor of VAWA violence/abuse</div><div>A PHA or Owner is not independently required to identify whether adverse factors are the direct result of VAWA violence/abuse. The PHA or Owner shall include the Notice of Occupancy Rights under VAWA and the Certification form whenever it issues a denial or termination of assistance or notice of eviction. It is thereafter the responsibility of the applicant or participant to exercise their rights to protection under VAWA and inform the PHA or Owner that they are a survivor of VAWA violence/abuse and to provide enough information to show the connection between the VAWA violence/abuse and the adverse factor that led to the denial or termination of assistance or eviction.</div></div>
<div><div>Once the PHA or Owner receives this information, they should consider the individual’s statement and any other documentation that has been provided in support of the requested relief under VAWA. If the PHA or Owner believes any information is unclear, they should speak with the Survivor to clarify information, keeping in mind the need for confidentiality. The PHA or Owner must make an objectively reasonable determination based, on all circumstances, whether the adverse action is a direct result of the fact that the applicant or participant is a survivor of VAWA violence/abuse. If it is determined that adverse action is a direct result of VAWA violence/abuse, the decision to deny or terminate assistance or eviction will be reversed.</div></div>
<div><div>Notifying applicants and participants of denial of VAWA protection</div><div>If the PHA or Owner determines that an adverse action is not a direct result of VAWA violence/abuse, they must notify the applicant or participant that the denial, termination, or eviction was not on the basis or as a “direct result” of being a survivor of VAWA violence/abuse and the applicant or participant’s request for relief under VAWA is denied. An applicant or participant that disagrees with the finding should use the program’s applicable appeal procedures (see Chapter 16).</div></div>
<div><div>2-IV.G.2. Prohibition of termination on the basis of Criminal Activity</div></div>
<div><div>VAWA provides that “criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a</div></div>

	<p>domestic violence, sexual assault, dating violence, or stalking, or engaged in by a member of a participant's household or any guest or other person under the participant's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the participant or an affiliated individual of the participant is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking."</p> <p>The Authority may "terminate assistance to any individual who is a participant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the survivor of such violence who is also a participant or lawful occupant."</p> <p>The Authority may terminate the assistance of any participant if the Authority "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that participant is not evicted or terminated from assistance." However, situations where this might be relevant are extremely rare.</p> <p>Eviction or termination of assistance of a survivor of VAWA violence/abuse for actual and imminent threat to others should be taken as a last resort. Action must first be taken to reduce or eliminate the threat, including, but not limited to:</p> <ul style="list-style-type: none">•Transferring the survivor of VAWA violence/abuse to a different unit•Barring the perpetrator from the property•Contacting law enforcement to increase police presence or developing other site safety plans•Seeking other legal remedies to prevent the perpetrator from acting on a threat <p>Authority Policy</p> <p>In determining whether a participant who is a victim of domestic violence, dating violence, sexual assault, or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the Authority will consider the following, and any other relevant, factors:</p> <ul style="list-style-type: none">•Whether the threat is toward an employee or tenant other than the survivor of VAWA violence/abuse•Whether the threat is a physical danger beyond a speculative threat;•Whether the threat is likely to happen within a short period of time;•Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location. <p>If the participant wishes to contest the Authority's determination that they are an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.</p> <p>Victim Documentation</p> <p>Authority Policy</p> <p>When a participant family is facing termination of assistance because of the criminal actions of a participant, household member, guest, or other person under the participant's control and a participant or affiliated family member of the participant's family claims that they are the victim of such actions and that the actions are related to VAWA violence/abuse, the Authority will request in writing that the individual submit documentation affirming that claim. The written request will include explicit instructions on where, when, and to whom the documentation must be submitted. It will also state the consequences for failure to submit the documentation by the deadline.</p> <p>The documentation may consist of one of the permissible types of documents as listed in section 2-IV.F of this chapter.</p> <p>The individual claiming victim status must submit the requested documentation within 14 business days after receipt of the Authority's written request or must request an extension within that time frame. The Authority may, at its discretion, extend the deadline for a reasonable period of time based on the circumstances of the family.</p> <p>If the individual provides the requested documentation within 14 business days, or any Authority-approved extension, the Authority will reconsider its termination decision in light of the documentation.</p>
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If the individual does not provide the requested documentation within 14 business days, or any Authority-approved extension, the Authority will proceed with termination of the family's assistance in accordance with applicable law, program regulations, and the policies in this plan.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides assistance termination protection for survivors of VAWA violence/abuse, it does not provide protection for perpetrators. The Authority may "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member.

Further, this authority supersedes any local, state, or other federal law to the contrary. However, if the Authority chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271]. This means that the Authority must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [3/16/07 Federal Register notice on the applicability of VAWA to HUD programs].

Authority Policy

The Authority will terminate assistance to a family member if the Authority determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, the Authority will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the Authority by the victim in accordance with VAWA documentation requirements, found in section 2-IV.F. of this Plan. The Authority will also consider the termination factors in section 12-II.D. Upon such consideration, the Authority may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If the Authority does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

2-IV.G.3. Prohibition against Construction of lease terms and terms of assistance

An incident of actual or threatened VAWA violence/abuse shall not be construed as:

- A serious or repeated violation of a lease by the victim or threatened victim of such incident; or
- Good cause for terminating the assistance, tenancy, or occupancy rights of the victim or threatened victim of such an incident.

Additionally, the Authority may not terminate assistance if the family, with or without prior notification to the Authority, moves out of a unit in violation of the lease, if such move occurs to protect the health or safety of a family member who is or has been the survivor of VAWA violence/abuse, or any family member who has been the survivor of a sexual assault that occurred on the premises during the 90 calendar day period preceding the family's move.

Chapter 2 Part IV.H	N/A	<div>2-IV.H. LEASE BIFURCATION</div> <div>Family Break Up The occurrence of VAWA violence/abuse may often lead to the break-up of the assisted family. Determining which family members retains the assistance in instances of family break ups are made at the discretion of the Authority; however, in instances of VAWA violence/abuse, a family break up would involve terminating the assistance of the perpetrator, while continuing the assistance of the survivor, ensuring the survivor understands their rights, documenting the abuse, maintaining the survivor’s confidentiality and ensuring the safety of the survivor.</div> <div>Authority Policy The Authority follows the following steps when an applicant or participant family informs the Authority of VAWA violence/abuse: Step 1: Provide the applicant or participant with BOTH Form HUD-5380, Notification of VAWA rights and Form HUD-5383, Certification form for the applicant or participant to self-certify the abuse. Step 2: The Authority will assign the applicant or participant to a VAWA case worker to complete processing information related to the VAWA violence/abuse leading to the breakup of the family. All VAWA related information will be gathered and stored securely by the VAWA case worker in a secure location separate from the applicant or participant’s standard housing file. Access to this VAWA file is highly confidential and restricted. Step 3: The Authority will accept self-certification without the need for additional documentation in specific circumstances. If the Authority requires additional documentation, it will do so in writing specifying what documentation is required (additional documentation required for eviction of the perpetrator). Step 4a: FOR APPLICANTS ONLY-After reviewing documentation provided, the Authority will remove the perpetrator of VAWA violence/abuse from the waitlist application, allowing all other family members to remain and retain their position on the waitlist. The remaining members will need to be able to establish eligibility. This concludes the process for applicants. The remaining steps apply to participants only. Step 4b:The VAWA case worker will determine whether the VAWA survivor wants to move out of the unit (Emergency Transfer) or stay in the unit (Lease Bifurcation) and will follow the steps for Emergency transfers or lease bifurcation. Step 5: The Authority will notify the participant VAWA survivor of the upcoming notification of denial of admission, or termination/eviction of the perpetrator. The VAWA case worker will coordinate with the participant in preparation of a safety plan that will ensure the VAWA survivor is safe while the Authority completes the process of termination of the perpetrator from the program. Step 6: The perpetrator will be given no more than 30 days’ notice of termination and will expedite any grievance procedures requested by the perpetrator. While the PHA has the authority to terminate assistance to the perpetrator, in the case of HCV programs, it is at the discretion of the apartment owner to allow the bifurcation of a lease [24 CFR 982.53(e)]. In the event that the apartment owner agrees to bifurcate the lease, the owner must immediately notify</div>

		<p>the PHA of the change in the lease and provide a copy of all such changes to the PHA [24 CFR 982.308(g); 24 CFR 983.256(e)].</p> <p>If the family member that was evicted or to whom assistance was terminated was the eligible tenant, the remaining family members will continue to receive assistance for at least 30 calendar days from the date of bifurcation of the lease to either: establish eligibility for assistance within the same covered housing program under which the evicted or terminated participant was the recipient of assistance at the time of bifurcation of the lease, establish eligibility under another VAWA covered housing program, or find alternative housing.</p> <p>If the remaining family member is ineligible due to immigration status and has not submitted documentation evidencing a satisfactory immigration status or a pending appeal of a verification determination of the family member's immigration status, assistance will be terminated after 30 days. The PHA will not stop assistance until 30 days after the owner bifurcated the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid- month [24 CFR 5.2009(a)(b); HUD Notice PIH-2017-08 (HA)].</p> <p>If the remaining family member has a satisfactory immigration status, the family member will have 90 calendar days, or until the expiration of the lease if less than 90 calendar days, to establish eligibility or find alternative housing. In these instances, the PHA has the discretion to extend this period to an additional 60 calendar days.</p> <p>Authority Policy Under no circumstances is the Authority permitted to bifurcate the subsidy. Regardless of the landlord's determination with respect to the lease, the Authority is obligated to ensure the VAWA survivor retains the right to the subsidy. In cases of project based vouchers, removal of a participant from the voucher will necessitate their removal from the lease.</p>
Chapter 2 Part IV.I	N/A	<p>2-IV.I. VAWA - VASH [PIH 2017-8]</p> <p>In HUD-Veterans Affairs Supportive Housing (HUD-VASH), when a veteran's family member is receiving protection as a survivor of VAWA violence/abuse, and the veteran is the perpetrator of such violence, the survivor must continue to be assisted.</p> <p>Upon termination of the perpetrator's HUD-VASH voucher due to the perpetrator's acts of VAWA violence/abuse, the survivor receiving protections under 24 CFR part 5, subpart L should be given a regular HCV if one is available, and the perpetrator's HUD-VASH voucher should be used to serve another eligible veteran family. If a regular HCV is not available, the perpetrator must be terminated from assistance, and the survivor will continue to utilize the HUD-VASH voucher. In the case of the survivor utilizing the HUD-VASH voucher upon termination of the perpetrator, this HUD-VASH voucher must be issued to another eligible veteran family upon the voucher's turnover.</p>

Chapter 2 Part IV.J	N/A	<p>2-IV.J. EMERGENCY TRANSFERS</p> <p>A participant that is eligible for an emergency transfer under VAWA must express their desire to move to another unit through a written request for emergency transfer. The Authority has adopted HUD’s form HUD-5383, Emergency Transfer Request for Victims of Domestic Violence, Sexual Assault, or Stalking (See Exhibit 2-6) as the document of record for making such requests.</p> <p>Participants may request external emergency transfers through the Authority or internal emergency transfers through the owner/property manager (herein collectively referred to as “landlord”) of the property in which the participant resides, or both simultaneously.</p> <p>The Authority’s Emergency transfer plan for survivors of VAWA violence/abuse can be found at Exhibit 2-5.</p>
Chapter 2 Part IV.K	N/A	<p>2-IV.K. NOTICE TO OWNERS AND MANAGERS</p> <p>Landlords are encouraged to be aware of the protections of participants under VAWA and to assist participants and the Authority in keeping participants safe through efficient, thoughtful, and confidential emergency transfer plans.</p> <p>Authority Policy</p> <p>The Authority will provide the Notice to Owners and Managers, Emergency Transfer Plan, and Certification of VAWA violence/abuse to Owners and Managers within its subsidy portfolio at least annually to ensure all housing providers are aware of their obligations to participants under VAWA.</p>
Chapter 2 Exhibit 2-2	NA	<p>NOTICE OF OCCUPANCY RIGHTS UNDER U.S. Department of Housing and Urban Development THE VIOLENCE AGAINST WOMEN ACT OMB Approval No. 2577-0286 HUD-5380: Rights for Survivors Expires 1/31/2028</p> <p>HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO</p> <p>To all Applicants and Participants</p> <p>The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking (survivors of VAWA violence/abuse). VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the Housing Authority of the City and County of San Francisco’s (the Authority) compliance with VAWA. This Notice explains your rights under VAWA. A HUD approved certification form (form HUD-5382) is attached to this Notice. You can fill out the certification form to show that you are or have been a survivor of VAWA violence/abuse, and that you wish to use your rights under VAWA.</p> <p>Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking</p> <p>When should I receive this form?</p> <p>The Authority will provide a copy of this Notice of Occupancy Rights Under the Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) as follows: For the public: Copies of this Notice Form-HUD-5380 and attached Certification Form HUD-5382 are publicly available as a handout in the lobby of the Authority’s main office located at 1815 Egbert Ave., San Francisco, CA 94124. A sample of these documents are also available as Exhibits 2-2 and 2-3 in the Authority’s Administrative Plan and the Admissions and Continued Occupancy Policy located under “resources and forms” on the Authority’s website https://sfha.org/resources-forms. Handouts are also available in alternate languages in the Authority’s lobby upon request.</p> <p>For applicants: (1) at the time you request an application for housing assistance (i.e., during waitlist opening registration periods); (2) when you are denied ac</p>

Chapter 2 Exhibit 2-3	NA	<div>U.S. Department of Housing and Urban Development</div> <div>OMB Approval No. 2577-0286</div> <div>Exp. 1/31/2028</div> <div>CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING</div> <div>Confidentiality Note: Any personal information you share in this form will be maintained by the Authority according to the confidentiality provisions below.</div> <div>Purpose of Form: If you are a participant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with the Authority's request for written documentation of your status as a "survivor". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.</div> <div>VAWA protects individuals and families regardless of a survivor's age or actual or perceived sexual orientation, gender identity, sex, or marital status. You are not expected and cannot be asked or required to claim, document, or prove survivor status or VAWA violence/abuse other than as stated in the "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.</div> <div>This form is one of your available options for responding to your covered housing provider's written request for documentation of survivor status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a survivor of VAWA violence/abuse?". The Authority must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.</div> <div>Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a survivor, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that purpose, and (3) the information is necessary to provide the requested service.</div>	NEW
Chapter 2 Exhibit 2-4	N/A	<div>Process Chart:</div>	
Chapter 2 Exhibit 2-5	NA	<div>EXHIBIT 2-5: EMERGENCY TRANSFER PLAN FOR SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING</div> <div>HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO</div> <div>VAWA EMERGENCY TRANSFER PLAN FOR SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING</div> <div>The Housing Authority of the City and County of San Francisco (herein called the "Authority") is concerned about the safety of its participants, and such concern extends to participants who are victims of domestic violence, dating violence, sexual assault, or stalking (herein called "survivors of VAWA violence/abuse"). In accordance with the Violence Against Women Act of 1994, as amended ("VAWA"), the Authority allows any participant who is or has experienced incident(s) of domestic violence, dating violence, sexual assault, or stalking (herein called "VAWA violence/abuse") to request an emergency transfer from their current assisted housing to another safe and available unit. VAWA protections are not limited to women and are available regardless of age or actual or perceived sexual orientation, gender identity, sex, or marital status. Survivors cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age.</div> <div>This plan identifies participants who are eligible for a VAWA emergency transfer, the documentation needed to request a VAWA emergency transfer, confidentiality protections, how a VAWA emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that the Authority's Housing Choice Voucher (HCV) program is in compliance with VAWA.</div> <div>Eligibility for VAWA Emergency Transfers:</div> <div>A participant is eligible for a VAWA emergency transfer if:</div> <div>1.The participant (or their household member) is a survivor of VAWA violence/abuse;</div> <div>2.The participant expressly requests the emergency transfer; AND</div> <div>3.EITHER</div> <div>a.The participant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if they or (their household member)</div>	NEW

Chapter 2 Exhibit 2-6	NA	<div>Form HUD-5383 U.S. Department of Housing and Urban Development OMB Approval No. 2577-0286</div> <div>Exp. 1/31/2028</div> <div>HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO EMERGENCY TRANSFER REQUEST FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING</div> <div>Confidentiality Note: Any personal information you share in this form will be maintained by the Authority according to the confidentiality provisions below. Purpose of Form: If you are a participant of housing assisted under the Authority’s Housing Choice Voucher program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act (“VAWA”). This form refers to domestic violence, dating violence, sexual assault, or stalking as “VAWA violence/abuse.” VAWA protects individuals and families regardless of a victim's age or actual or perceived sexual orientation, gender identity, sex, or marital status. You may request an emergency transfer when: You (or a household member) are a survivor of VAWA violence/abuse; You expressly request the emergency transfer; AND EITHER you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; or if you (or a household member) are a survivor of sexual assault, either you reasonably believe there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.</div>	NEW
Chapter 2 Exhibit 2-7	NA	<div>HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)</div> <div>VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and Project Based Voucher (PBV) applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking (hereinafter called “survivor of VAWA violence/abuse”). This notice explains your rights and obligations under VAWA. Purpose Many of VAWA’s protections to survivors of VAWA violence/abuse involve action by the Housing Authority of the City and County of San Francisco (herein called the “Authority”), but some situations involve action by owners and managers (hereinafter called “landlords”) of assisted housing. The purpose of this notice (herein called “Notice”) is to explain your rights and obligations under VAWA, as a landlord of housing assisted through the Authority’s HCV program. Each component of this Notice also provides citations to the U.S. Department of Housing and Urban Development’s (HUD) applicable regulations. Denial of Tenancy Protection for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a survivor of VAWA violence/abuse. However, the applicant must be otherwise eligible for tenancy. (See 24 CFR 982.452(b)(1)). In the HCV program administered by the Authority, the Authority makes the eligibility determination for admission into the program and the landlord makes the suitability determination for tenancy. The landlord may not deny an applicant tenancy due to adverse factors directly related to their status as a survivor of VAWA violence/abuse. Eviction Protections for HCV participants: Incidents or threats of VAWA violence/abuse will not be considered a serious or repeated lease violation by the survivor, or good cause to terminate the tenancy of the survivor (24 CFR 5.2005(c)). This protection also applies to criminal activity related directly to VAWA violence/abuse conducted by a member of a participant’s household or any guest or other person under the participant’s control, if the participant or an affiliated individual of the participant is the victim or threatened victim of such VAWA violence/abuse (24 CFR 5.2005(b)(2)). Documentation of VAWA violence/abuse If an applicant or participant requests VAWA protection based on status as a survivor of VAWA violence/abuse, you have the option to request that the</div>	NEW

3-I.B	To be eligible for assistance, an applicant must qualify as a family. Family as defined by HUD includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person who is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)); or is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together. Such group includes but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family.	To be eligible for assistance, the applicant(s) must qualify as a family. Family, as defined by HUD, includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (1) a single person, who may be (i) an elderly person, displaced person, disabled person, near-elderly person, or any other single person; (ii) an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or (2) a group of persons residing together, and such group includes but is not limited to: (i) a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family); (ii) an elderly family; (iii) a near-elderly family; (iv) a disabled family; (v) a displaced family; and (vi) the remaining member of a tenant family.
3-I.B	NA	After the family has been admitted into the program, the head of household may request additions to the household by submitting an add request form. (See Chapter 11 for more on how to add to the family's composition)
3-I.B	After the family has been admitted into the program, additions may be made in the following circumstances at the sole discretion of the Authority: 1.Birth of a child to a current family member. 2.Adoption of a child by a current family member. 3.Court-awarded custody of a child to a current family member. 4.Legal guardianship of a minor granted to a current family member. 5.As result of marriage by a current family member. 6.As result of a civil union created under any state law by a current family member. 7.As a result of a registered domestic partnership under any state law by a current family member. 8.As a result of a returning family member from active military service. 9.As a result of a returning family member who had previously been included in the same voucher or, if previously in a San Francisco public housing program that converted to HCV through RAD or the Accelerated Conversion program, on the same lease. 10.As a result of returning or placement of a parent to an existing minor in the family. 11.As a result of returning or placement of elderly parents or grandparents to be cared for by current family members as certified by a medical professional. 12.As a result of returning or placement of a foster child(ren) or foster adult(s) if their presence would not result in a violation of HQS space standards according to 24 C.F.R. § 982.401.	REMOVED and MOVED to Chpt 11 (about adding family after admission into the program)
3-I.B	Victims of domestic violence, dating violence, sexual assault, or stalking claiming to be separated from their spouse do not need to provide the above documentation if it is not safe.	REMOVED
3-I.B	Add Requests After the Death of the Sole Family Member The Authority must immediately terminate program assistance for a deceased single member family. The Authority will continue to respond to pending add requests that have been submitted to the Authority prior to or on the date of death. The pending request must be date stamped by the Authority. Any requests submitted after death or without a date stamp will receive an automatic denial.	Waitlist Update After the Death of the Sole Family Member Applicants may add individuals to their application for assistance at any time, prior to being admitted to the program, by submitting a “waitlist update” form. The Authority must immediately withdraw application for program assistance for a deceased single member family. The Authority will continue to respond to pending waitlist update requests that have been submitted to the Authority prior to or on the date of death. The pending request must be date stamped by the Authority. Any requests submitted after death or without a date stamp claiming an individual was intended to be added as a family member to the application of a deceased single member family applicant will receive an automatic denial.
3-I.C	The PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family, the Authority is bound by the court's determination of which family members continue to receive assistance. If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see section 16-IX.D of this plan).	The PHA has discretion to determine which members of an assisted family continue to receive assistance in the program if the family breaks up. If a court determines the disposition of property between members of the applicant or participant family , the Authority is bound to abide by the court's determination of which family members continue to receive assistance. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

3-I.C	In the absence of a judicial decision or an agreement among the original family members, the Authority will determine which family will retain their placement on the waiting list or continue to receive assistance. (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals.	In the absence of a judicial decision or an agreement among the original family members, the Authority will take into consideration the following factors to determine which family will retain their placement on the waiting list or continue to receive assistance. (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the survivor of VAWA violence/abuse , including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse (see Chapter 2-IV for VAWA policies); (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals.	
3-I.C	In all instances, the household must notify the property office, in writing, within 15 calendar days of the action causing the household to split and request a determination of the assignment of the voucher. In no case will the Authority provide an additional voucher to the household member(s) who are removed from the original household voucher. The household members who are removed from the original household unit may apply for assistance on a separate application and may be entitled to full preferences, as applicable.	Voucher determination In all instances, the household must notify the Authority , in writing, within fifteen (15) calendar days of the action causing the household to split and request a determination of the assignment of the voucher. In no case will the Authority provide an additional voucher to the household member(s) who are removed from the original household voucher. The household members who are removed from the original household unit may apply for assistance on a separate application if a waitlist is open and may be entitled to full preferences, as applicable. VAWA Exception: If the family break-up results from an occurrence of VAWA violence/abuse, the Authority must ensure that the victim retain assistance. (See Chapter 2 part IV for policy on VAWA).	
3-I.L	In general, a foster adult is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.	In general, a foster adult is a person who is 18 years of age or older , is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.	
3-I.M	An individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. An individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.	An individual who is or is expected to be absent from the assisted unit for 60 consecutive days or less is considered temporarily absent and continues to be considered a family member. An individual who is or is expected to be absent from the assisted unit for more than 60 consecutive days is considered permanently absent and no longer a family member.	NEW
3-I.M	Authority Policy An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member. Deployment of Military Personnel A head or co-head who is absent from the unit due to military service for more than 180 days may be removed from the household composition and added back to the household once their military service is completed as long as there is at least one remaining family member in the assisted unit. The Military Personnel or any member of their household must inform the Property Office within 15 days of their return to the unit. The Authority will also allow a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining family income and the amount of rent the family pays based on family income. The temporary suitable guardian to assist with the dependent care must move out within 15 days of the Military Personnel returning home. Members of the military family cannot be absent for more than 180 consecutive days.	Authority Policy An employed head, spouse, or co-head absent from the unit more than 60 consecutive days due to employment will continue to be considered a family member. Deployment of Military Personnel A head or co-head who is absent from the unit due to military service for more than 60 days may be removed from the household composition and added back to the household once their military service is completed as long as there is at least one remaining family member in the assisted unit. The Military Personnel or any member of their household must inform the Property Office within 15 days of their return to the unit. The Authority will also allow a suitable guardian to move into the assisted unit on a temporary basis to care for any dependents that the military person leaves in the unit. Income of the guardian temporarily living in the unit solely for this purpose is not to be counted in determining family income and the amount of rent the family pays based on family income. The temporary suitable guardian to assist with the dependent care must move out within 15 days of the Military Personnel returning home. Members of the military family cannot be absent for more than 60 consecutive days.	NEW
3-I.N	As a reasonable accommodation, a tenant/participant can request VAWA protections based on the grounds that the live-in aid is a victim of domestic violence, dating violence, sexual assault or stalking. In addition, other reasonable accommodations may be needed on a case-by-case basis. In cases where a guest or unassisted member is a victim of domestic violence, dating violence, sexual assault or stalking, a tenant/participant cannot be evicted or have assistance terminated on the basis of the domestic violence, dating violence, sexual assault or stalking of the guest or unassisted member.	As a reasonable accommodation, a tenant/participant can request VAWA protections based on the grounds that the live-in aid is a survivor of VAWA violence/abuse .(See Chapter 2 part IV for the policy on VAWA protections and remedies).	NEW
3-II.B	Authority Policy Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.	Authority Policy Family members who declare citizenship or national status will be required to provide additional documentation upon PHA request .	
3-II.B	NA	See Exhibit 7-3 for acceptable verification documentation.	
3-III.A	oWhether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance. (See section 3-III.G.).	o Whether or not a qualified applicant is or has been a survivor of VAWA violence/abuse if the applicant is otherwise qualified for assistance. (See section 2-IV.G.).	NEW
3-III.C	As discussed in Section 3-III.F, the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.	As discussed in Section 2-IV.G. , the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the survivor of VAWA violence/abuse .	NEW
3-III.D	The owner is responsible for screening and selection of the family to occupy the owner's unit.	The owner is responsible for screening and selection of the family to occupy the owner's unit, subject to statute and regulations governing VAWA (see section 2-IV) .	NEW

3-III.D	The PHA may not disclose to the owner any confidential information provided to the PHA by the family as part of VAWA documentation, or in relation to any other VAWA related matter, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking unless the disclosure is requested or consented to in writing by the individual that provided the information in a time limited release [24 C.F.R. § 5.2007(c)(2)].	REMOVED	NEW
3-III.E.	Where the PHA has been made aware of a domestic violence, dating violence, sexual assault or stalking accusation, HUD requires the PHA to consider whether the relevant circumstances are based on, or a direct result of, the fact that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking (see Section 3-III.G).	Where the PHA has been made aware of an accusation of VAWA violence/abuse, HUD requires the PHA to consider whether the relevant circumstances are based on, or a direct result of, the fact that the applicant is the survivor of VAWA violence/abuse (see Section 2-IV.G).	NEW
3-III.E.	•The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.G) a victim of domestic violence, dating violence, sexual assault, or stalking.	•The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 2-IV.G) a survivor of VAWA violence/abuse.	NEW
3-III.F.	Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault or stalking are contained in Section 3-III.G.	Notice policies related to denying admission to applicants who may be survivors of VAWA violence/abuse are contained in Section 2-IV.D.	NEW
3-III.G.	<p>3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING</p> <p>The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 C.F.R. § 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program “on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the applicant otherwise qualifies for assistance or admission.”</p> <p>Definitions of key terms used in VAWA are provided in section 16-IX of this plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.</p> <p>Examples of When Adverse Factors Might Be Direct Results of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking</p> <p>On the surface, adverse factors may appear unrelated to domestic violence, dating violence, sexual assault, or stalking and may present legitimate reasons for denial, termination, or eviction. However, the presence of an adverse factor may be due to an underlying experience of domestic violence, dating violence, sexual assault, or stalking. An adverse factor may be present during much of an abusive relationship, or it may present itself only when a victim is attempting to leave, or has left, the abusive relationship. The following examples are provided to give PHAs and owners a sense of the many instances in which adverse factors might be the “direct result” of domestic violence, dating violence, sexual assault, or stalking. Please note that this list is neither exhaustive nor definitive.</p> <p>Poor credit history. Depending on the circumstances, poor credit history may be a direct result of domestic violence, dating violence, sexual assault, or stalking when the domestic violence, dating violence, sexual assault, or stalking results in, for example:</p> <ul style="list-style-type: none"> •Forcing a victim to obtain credit, including credit cards for the perpetrator’s use. •Using a victim’s credit or debit card without permission or forcing them to do so. •Selling victims’ personal identifying information to identity thieves. •Running up debt on joint accounts. •Obtaining loans/mortgages in a victim’s name. •Preventing a victim from obtaining and/or maintaining employment. •Sabotaging work or employment opportunities by stalking or harassing a victim at the workplace or causing a victim to lose their job by physically battering the victim prior to important meetings or interviews. •Placing utilities or other bills in a victim’s name and then refusing to pay. 	REMOVED	NEW
4-I.D	<p>Authority Policy</p> <p>If the Authority can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list(s). Where a family is determined to be ineligible, the Authority will send written notification of the ineligibility determination within 120 calendar days of receiving a complete application or the closing date of the waiting list(s), whichever comes later. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).</p>	<p>Authority Policy</p> <p>If the Authority can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list(s). Where a family is determined to be ineligible, the Authority will send written notification of the ineligibility determination via email or U.S.P.S within 120 calendar days of receiving a complete application or the closing date of the waiting list(s), whichever comes later. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).</p>	
4-II.F Removal from the Waiting List	NA	If the Authority has determined a sole member family is deceased, the family will be removed from all waiting lists.	
4-II.F Withdrawal from PBV/RAD/HOPE SF Waitlists	NA	If the Authority has determined a sole member family is deceased, the family will be removed from all waiting lists.	

4-III.C.2. Preferences and Order of Selection	<p>The Authority will require families to provide only the information needed to determine the family’s placement on the waiting list(s). If the family cannot verify their preference status upon initial eligibility, they will be returned to the waiting list(s) in a non-preference category.</p> <p>Once the preference is verified, or if the Authority is pulling families in a non-preference category from the waiting list(s), the family will be required to provide all of the information necessary to establish eligibility of assistance during a scheduled eligibility interview waiting list(s).</p>	<p>Families will be required to provide all of the information necessary to establish eligibility of assistance, including verification of preference, if applicable, during a scheduled eligibility interview. If a family claiming a preference cannot verify their preference status at the eligibility interview or up to fifteen (15) days thereafter, they will be returned to the waiting list(s) in a non-preference category.</p>
4-III.C.2.a.	NA	<p>An applicant may select any or all preferences that apply, and the preference with the highest points will be applied. The Veteran/Surviving Spouse of Veteran preference is the only preference that may be applied in addition to another preference.</p>
4-III.C.2.b.	NA	<p>For these referrals, the Authority will only deny an applicant based on mandatory HUD denials as listed in section.</p>
4-III.C.2.c.	NA	<p>An applicant may select any or all preferences that apply, and the preference with the highest points will be applied. The Veteran/Surviving Spouse of Veteran preference is the only preference that may be applied in addition to another preference.</p>
4-III.C.2.c.	Veteran/Surviving Spouse of Veteran (+1)	<p>Veteran/Surviving Spouse of Veteran (+1 point)</p>
4-III.C.2.c.	NA	<p>An applicant may select any or all preferences that apply, and the preference with the highest points will be applied. The Veteran/Surviving Spouse of Veteran preference is the only preference that may be applied in addition to another preference.</p>
4-III.E	<p>Families selected from the waiting list are required to participate in an eligibility interview.</p> <p>If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference. If the family is verified as eligible for the preference, the Authority will proceed with the interview. If the Authority determines the family is not eligible for the preference, the interview will not proceed, and the family will be placed back on the waiting list according to their updated preference ranking.</p>	<p>Families selected from the waiting list are required to participate in an eligibility interview.</p> <p>If the family is claiming a waiting list preference, the family must provide documentation to verify their eligibility for a preference at the time of the interview. If the Authority determines the family is not eligible for the preference the family will be placed back on the waiting list according to their updated preference ranking. If the family does not have verification of preference at the time of the interview, the verification will be required within 15 calendar days from the date of the interview.</p>
Chapter 4, Exhibit 4-2	<p>Subject to availability of funding, a total of 20 vouchers will be set-aside for participants who are victims of domestic violence, dating violence, sexual assault, or stalking. The VAWA set aside total includes District Attorney Referral. The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), the Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to take their tenant-based voucher and move to another location. For those tenants who are part of the Rental Assistance Demonstration Program, a participant may be referred pursuant to the RAD Referral Policy (see above). For participants who are in a project- based unit and have not yet completed 13 months in the program, a tenant based voucher may be requested.</p> <p>Eligibility for Set Aside A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD’s regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency referral. (See Exhibit 16-3 of this Plan).</p> <p>A tenant requesting a voucher must expressly request the transfer in accordance with the procedures described in this plan. See section 16-IX for more information on VAWA.</p> <p>Authority Policy</p> <p>Tenants who are not in good standing may qualify for an emergency transfer if they meet the eligibility requirements in this section. A tenant is not in good standing if they owe a debt to the Authority, are not current on a repayment agreement, have been served with a legal notice within the previous 60 days or have an Unlawful Detainer action that has been filed against their household. A tenant who has a debt with the Authority and requires an immediate move due to safety reasons must enter into a repayment agreement with the Authority prior to moving.</p> <p>Emergency Move</p> <p>To request an emergency move, the Participant must notify their Landlord and the Authority of their intention to move. The tenant shall submit a written notice of the move to both parties. The Authority will provide reasonable accommodations to this</p>	<p>NOW EXHIBIT 2-8</p>
5-I.C.	<p>Authority Policy</p> <p>Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.</p>	<p>REMOVED</p>

5-II.B.	<p>Authority Policy</p> <ul style="list-style-type: none">•One (1) bedroom will be provided for the head of household and spouse or domestic partner or co-head and an additional bedroom for up to two (2) persons within the household. Live-in aides may be allocated a separate bedroom (depending on the above subsidy standard).•Single person families will be issued a zero (0) bedroom “studio” voucher. However, should the family locate a one-bedroom unit, the Authority reserves the right to upgrade to the family’s voucher to a one-bedroom subsidy.•Foster children will be included in determining unit size.•Children of the opposite sex, other than those under five (5) years old, may not be required to occupy the same bedroom or living/sleeping room. Children of opposite gender identification will be identified for subsidy/room determinations with the gender identified by the Head of Household.	<p>MODIFIED</p> <p>Authority Policy</p> <ul style="list-style-type: none">•One (1) bedroom will be provided for the head of household and spouse or domestic partner or co-head and an additional bedroom for up to two (2) persons within the household.•Single person families will be issued a zero (0) bedroom “studio” voucher. However, should the family locate a one-bedroom unit, the Authority reserves the right to upgrade the family’s voucher to a one-bedroom subsidy.•Foster children will be included in determining unit size.•Family members of the opposite sex, other than those under five (5) years old, may not be required to occupy the same bedroom or living/sleeping room. Family members of opposite gender identification will be identified for subsidy/room determinations with the gender identified by the Head of Household.
5-II.B.	<p>The Authority will reference the following chart in determining the appropriate voucher size for a family:</p> <p>Voucher SizePersons in Household (Minimum – Maximum)</p> <p>SRO1-1</p> <p>Studio1-2</p> <p>1 Bedroom1-4</p> <p>2 Bedrooms2-6</p> <p>3 Bedrooms3-8</p> <p>4 Bedrooms4-10</p> <p>5 Bedrooms5-12</p>	<p>REMOVED</p>
5-II.C.	<p>Authority Policy</p> <p>The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability–related request for accommodation is readily apparent or otherwise known. The family’s continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.</p> <p>The Authority will notify the family of its determination within a reasonable time of receiving the family’s request. If a participant family’s request is denied, the notice will inform the family of their right to request an informal hearing.</p>	<p>REMOVED</p>
5-II.E.	<p>The Authority may grant one or more extensions upon written request from the family, but the initial term plus any Authority-approved extension may not exceed 180 calendar days from the initial date of issuance. Written requests for extensions must be received by the Authority prior to the expiration date of the voucher. Extension requests of the initial voucher term (120 days) received prior to the expiration date will receive an automatic 60-day extension.</p> <p>All requests for extensions to the voucher term must be made in writing and submitted to the Authority at least 15 calendar days prior to the expiration date of the voucher (or extended term of the voucher).</p>	<p>The Authority may grant only one extension of 90 days upon written request from the family at least 15 calendar days before expiration of the initial voucher term.</p>
CHAPTER 6-I.B	<p>Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member.</p>	<p>Generally, an individual who is or is expected to be absent from the assisted unit for 60 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 60 consecutive days is considered permanently absent and no longer a family member.</p>
CHAPTER 6-I.B	<p>Authority Policy</p> <p>If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.</p>	<p>Authority Policy</p> <p>If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. If the child has not been returned to the home within 60 days, they will be removed from the household.</p>

CHAPTER 6-I.E	The policies below are applicable only to such families. The EID will sunset on January 1, 2026, and the PHA policies will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.	The policies below are applicable only to such families. The EID will sunset on January 1, 2025, and the PHA policies will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.
CHAPTER 6-I.H.	<p>Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 C.F.R. § 5.609(c)(16)].</p> <p>Authority Policy</p> <p>The Authority will exclude income of an individual who is an In Home Supportive Services (IHSS) worker for an individual in the same household who is developmentally disabled. The household must provide a verification of the developmental disability from:</p> <p>A doctor;</p> <p>The Golden Gate Regional Center;</p> <p>Any third party that exclusively serves clientele with development disabilities; or</p> <p>Documentation from the school for children in a K-12 school.</p>	<p>•Amounts paid or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to a family to enable a family member who has a disability to reside in the family’s assisted unit. Authorized payments may include payments to a member of the assisted family through the state Medicaid agency (including through managed care entity) or other state or federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family’s assisted unit. [24 C.F.R. § 5.609(c)(19)].</p> <p>Authority Policy</p> <p>•The Authority will exclude income of an individual who is an In Home Supportive Services (IHSS) worker for an individual in the same household who is disabled.</p>
CHAPTER 6-II.C	Effective January 1, 2024, the elderly/disabled family deduction increases from \$400 to \$525 and applies to a family’s next interim or annual reexamination, whichever is sooner. The amount of the deduction will be adjusted annually (see Attachment H). No later than September 1 annually, HUD will publish the CPI-W adjusted elderly /disabled family deduction to the HUDUser website. PHAs/MFH owners must implement the adjusted elderly/disabled family deduction for all income examinations that are effective on January 1 or later.	REMOVED
CHAPTER 6-II.F	When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.	REMOVED
CHAPTER 6-EXHIBIT 6-1	List and definitions of 28 income exclusions	UPDATED TO ALIGN WITH 5.609(B)
CHAPTER 6-EXHIBIT 6-4	<p>EXHIBIT 6-4: EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES</p> <p>24 C.F.R. § 5.617 Self-sufficiency incentives for persons with disabilities–Disallowance of increase in annual income.</p> <p>(a)Applicable programs. The disallowance of earned income provided by this section is applicable only to the following programs: HOME Investment Partnerships Program (24 C.F.R. part 92); Housing Opportunities for Persons with AIDS (24 C.F.R. part 574); Supportive Housing Program (24 C.F.R. part 583); and the Housing Choice Voucher Program (24 C.F.R. part 982).</p> <p>(b)Definitions. The following definitions apply for purposes of this section.</p> <p>Baseline income. The annual income immediately prior to implementation of the disallowance described in paragraph (c)(1) of this section of a person with disabilities (who is a member of a qualified family).</p> <p>Disallowance. Exclusion from annual income.</p> <p>Previously unemployed includes a person with disabilities who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.</p> <p>Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.</p> <p>(1)Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;</p> <p>(2)Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or</p> <p>(3)Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance- provided that the total amount over a six-month period is at least \$500.</p> <p>(c)Disallowance of increase in annual income—</p>	REMOVED

CHAPTER 7-I.B	<p>Requirements for Acceptable Participant-Provided Documents</p> <p>Authority Policy</p> <p>Any documents used for verification must be the original (not photocopies) and must be dated within 60 days of the date they are provided to the PHA.</p>	<p>Requirements for Acceptable Participant-Provided Documents</p> <p>Authority Policy</p> <p>Any documents used for verification must be the original (not photocopies) and must be dated within 120 days of the date they are provided to the PHA.</p>
CHAPTER 7-I.B	<p>Using Up-Front Income Verification (UIV) to Calculate Income</p> <p>Authority procedures for determining annual income will include the use of UIV methods approved by HUD. If the UIV information is not available, the Authority will use family-provided documents dated within the last 60 days of the Authority's interview date.</p>	<p>Using Up-Front Income Verification (UIV) to Calculate Income</p> <p>Authority procedures for determining annual income will include the use of UIV methods approved by HUD. If the UIV information is not available, the Authority will use family-provided documents dated within the last 120 days of the Authority's interview date.</p>
7-I.D.	<p>Authority Policy</p> <p>Third-party documents provided by the family must be dated within 60 days of the Authority request date.</p> <p>If the Authority determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation. The Authority may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.</p> <p>As verification of earned income, the Authority will require the family to provide the two most current, consecutive pay stubs dated within 60 calendar days of the Authority's request.</p>	<p>Authority Policy</p> <p>Third-party documents provided by the family must be dated within 120 days of the Authority request date.</p> <p>If the Authority determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation. The Authority may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible.</p> <p>As verification of earned income, the Authority will require the family to provide two to four of the most current, consecutive pay stubs dated within 120 calendar days of the Authority's request.</p>
7-I.E.	<p>Authority Policy</p> <p>All self- certifications must be signed in the presence of an Authority representative or Authority notary public.</p>	<p>All self- certifications must be signed in the presence of an Authority representative with identification at time of signing.</p>
Chapter 8		
8-I.A.	NA	<p>PART I: NSPIRE STANDARDS</p> <p>NSPIRE standards are published on HUD's NSPIRE website as well as in the NSPIRE Final Rule [FR Notice 5/1//2023].</p> <p>8-I.A. INSPECTABLE AREAS [24 CFR 5.703(a)(1) and 24 CFR 5.705(a)(2)]</p> <p>NSPIRE defines the inspectable areas for inspection under the standards as inside, outside and unit. However, the inspection requirement for the HCV and PBV programs only applies to units occupied or to be occupied by HCV or PBV participants and common areas and exterior areas which either service or are associated with such units.</p> <p>8-I.B. AFFIRMATIVE HABITABILITY REQUIREMENTS [24 CFR 5.703(b), (c), and (d)]</p> <p>NSPIRE provides for minimum, or affirmative, habitability requirements for each area (unit, inside, outside). These areas must meet these requirements for habitability, which are listed in Exhibit 8-1.</p> <p>The inside, outside and unit must be free of health and safety hazards that pose a danger to residents. Types of health and safety concerns include, but are not limited to carbon monoxide, electrical hazards, extreme temperature, flammable materials or other fire hazards, garbage and debris, handrail hazards, infestation, lead-based paint, mold, and structural soundness [24 CFR 5.703(e)].</p>
8-I.D.	<p>Authority Policy</p> <p>If an owner has more than 6 units that share a meter in the same building, then the owner may require the tenant to pay for the utility cost(s) for the shared meter utilities only if the owner provides a written plan to the Authority with the methodology in which the tenants in the building are charged for the utility. The methodology for utility charges must reflect a fair and equitable process that applies consistently between HCV tenants and all others. The Authority has the sole discretion to determine whether the process is fair and equitable and to require it be included in the lease.</p>	<p>REMOVED</p>
	<p>The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g. vermin infestation). However if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.</p>	<p>The owner must maintain the unit in accordance with housing quality standards. A unit is not in compliance with housing quality standards if the PHA or other inspector authorized by the state or local government determines that the unit has housing quality standards deficiencies based upon an inspection, notifies the owner in writing of the deficiencies, and the deficiencies are not remedied within the appropriate time frame.</p> <p>In the case of a housing quality standards deficiency that the PHA determines is caused by the tenant, any member of the household, or any guest or other person under the tenant's control (other than damage resulting from ordinary use), the PHA may waive the owner's responsibility to remedy the violation. The HAP to the owner may not be withheld or abated if the owner responsibility has been waived. However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family. In addition, the PHA may terminate the family's assistance because of a housing quality standards breach (beyond damage resulting from ordinary use) caused by any member of the household, guest, or other person under the tenant's control.</p>

8-I.E	<p>Authority Policy</p> <p>Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement9s) to the Authority for review</p>	REMOVED
8-II.F.	NA	<p>Self-Certification</p> <p>The Authority has approved the attached self-certification form. This form will accompany the failure notices that are generated and sent to the owners. The purpose of this form is to allow owners to resolve inspection failures. The Authority will not approve a self-certification for the following reasons:</p> <ul style="list-style-type: none"> •Fail items that are Life-threatening •Fail items resulting from lack of access to the unit •Initial inspections •Re-inspections to cure an abatement •If there are 8 or more fail items <p>For the above reasons, a follow up inspection is required. Otherwise, the Authority can pass the inspection with a fully executed self-certification. The tenant and an owner or owner representative must sign the form.</p>
8-I.G	n/a	<p>Lead-Based Paint</p> <p>PHAs and owners must comply with the requirements and timelines in 24 CFR Part 35 Subpart M—Tenant-Based Rental Assistance and Subpart H—Project-Based Assistance. PHAs and owners are reminded that any deteriorated paint in target housing, or other lead-based paint hazard identified through a lead-based paint risk assessment or lead-based paint inspection is considered a violation of NSPIRE standards.</p> <p>For the HCV program, Subpart M applies to units where a child under age six resides or is expected to reside, common areas that service that unit, and exterior painted surfaces associated with that unit or common areas. For project-based programs, Subpart H applies to assisted units and common areas of the property regardless of whether a child under age six resides or is expected to reside in the unit. NSPIRE does not alter any of the lead-based paint requirements in Part 35 for these programs.</p>
8-I.H	<p>Violation of HQS Space Standards</p> <p>If the PHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.</p>	<p>Violation of Space Standards</p> <p>Units assisted under the HCV or PBV programs must have at least one bedroom or living/sleeping room for each two persons. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. Each habitable room must have two working outlets or one working outlet and a permanent light. HUD defines a habitable room as a room in a building for living, sleeping, eating, or cooking, but excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas [FR Notice 5/11/23].</p> <p>A unit that does not meet these space standards is defined as overcrowded.</p> <p>If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.</p>
8-II.B	<p>Authority Policy</p> <p>The unit must pass the HQS inspection on or before the effective date of the HAP contract.</p> <p>The Authority will not rely on alternative inspections and will conduct an HQS NSPIRE inspection for each unit prior to executing a HAP contract with the owner.</p>	<p>(added)</p> <p>If a HUD–VASH family selects a unit that passed a HQS inspection (without intervening occupancy) within 90 days of the date of the Request for Tenancy Approval (form HUD–52517), the unit may be approved as long as it meets all other conditions under 24 CFR 982.305.(HUD/VASH Operating Requirements Aug 2024)</p>
8-II.F.	<p>Authority Policy</p> <p>The Authority will conduct a re-inspection immediately following the end of the corrective period, or any Authority approved extension. Re-inspection of the unit is passed upon verification from the housing inspector through an on-site inspection or through certification by both the landlord & tenant that all corrections have been made to the unit. The inspector may accept an owner’s certification, a receipt from a vendor, a photo of the repair, or tenant confirmation that required repairs are complete and then verify that action at the next on-site inspection. The decision to conduct an on-site or remote re-inspection will be tied to the severity of corrections needed and/or past experience with the owner and property. Prior to and on- site re-inspection by the housing inspector, the family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, the Authority will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with Authority policies. If the Authority is unable to gain entry to the unit in order to conduct the scheduled re-inspection, the Authority will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.</p>	<p>Reinspections</p> <p>Authority Policy</p> <p>Self-Certification</p> <p>The Authority has approved the attached self-certification form. This form will accompany the failure notices that are generated and sent to the owners. The purpose of this form is to allow owners to resolve inspection failures. The Authority will not approve a self-certification for the following reasons:</p> <ul style="list-style-type: none"> •Fail items that are Life-threatening •Fail items resulting from lack of access to the unit •Initial inspections •Re-inspections to cure an abatement •If there are 8 or more fail items <p>For the above reasons, a follow up inspection is required. Otherwise, the Authority can pass the inspection with a fully executed self-certification. The tenant and an owner or owner representative must sign the form.</p>

8-III.B.	Units subject to the rent control ordinance where rent exceeds the established Authority's Payment Standard for the family in effect at the time of the request may increase rents only by the allowable percentage pursuant to the rent control ordinance.	REMOVED	NEW
8-III.B.	(1)Contract Rent Increasing within payment standard The Rent Ordinance is applicable where a Contract Rent is increasing and is still within the payment standard.	(1) Contract Rent Increasing within payment standard The Rent Ordinance is not applicable where a Contract Rent is increasing and is still within the payment standard.	
9-I.E.	Authority Policy The Authority will not approve an initial lease term of less than one (1) year.	Authority Policy The Authority will approve an initial lease term of one (1) year. The PHA may approve a shorter initial lease term if it would improve housing opportunities for the tenant and such shorter term is the prevailing local market practice.	
9-I.E.	Authority Policy The Authority will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.	Authority Policy . The Authority is not responsible for calculating the security deposit amount due to owner. If it comes to the Authority's attention that the security deposit is an amount greater than that allowable by local, state or federal law, it will be brought to the attention of the owner and a HAP will not be signed until corrected.	
9-I.E.	Authority Policy Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, or by fax.	Authority Policy Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, e-mail , or by fax.	
9-I.F.	Authority Policy Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, or by fax. The Authority will not accept corrections over the phone.	Authority Policy Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, e-mail , or by fax. The Authority will not accept corrections over the phone.	
10-I.B.		REMOVED	
10-II.B.	NA	Authority Policy The Authority will allow applicants receiving a voucher through Foster Youth to Independence referrals to port out immediately, without leasing in the jurisdiction for at least 12 months.	
11-I.C.	Authority Policy The Authority will begin the annual reexamination process 120 days in advance of its scheduled effective date. The Authority will schedule annual reexamination effective dates to coincide with the family's anniversary date. Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).	Authority Policy The Authority will begin the annual reexamination process at least 120 days in advance of its scheduled effective date. The Authority will schedule annual reexamination effective dates to coincide with the family's anniversary date. Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or the first day of the first calendar month after the new admission.	
11-II.B.	Authority Policy Additions may be made in the following circumstances at the sole discretion of the Authority: 1.Birth of a child to a current family member. 2.Adoption of a child by a current family member. 3.Court-awarded custody of a child to a current family member. 4.Legal guardianship of a minor granted to a current family member. 5.As result of marriage by a current family member. 6.As result of a civil union created under any state law by a current family member. 7.As a result of a registered domestic partnership under any state law by a current family member. 8.As a result of a returning family member from active military service. 9.As a result of a returning family member who had previously been included in the same voucher or, if previously in a San Francisco public housing program that converted to HCV through RAD or the Accelerated Conversion program, on the same lease. 10.As a result of returning or placement of a parent to an existing minor in the family. 11.As a result of returning or placement of elderly parents or grandparents to be cared for by current family members as certified by a medical professional. 12.As a result of returning or placement of a foster child(ren) or foster adult(s) if their presence would not result in a violation of HQS space standards according to 24 C.F.R. § 982.401.	MOVED this section from chpt 3 to chpt 11	
11-II.C.	•For families receiving the Earned Income Disallowance (EID), the Authority will conduct an interim reexamination at the start and conclusion of the 24-month eligibility period.	REMOVED	

11-II.C.	•If the family has reported zero income, the Authority will conduct an interim reexamination every 6 months as long as the family continues to report that they have no income.	•If the family has reported zero income, the Authority will conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.
11-II.C.	NA	•If the Authority determined and verified the family has unreported income. •If the Authority determined and verified a family member is receiving double subsidy. •If the Authority determined and verified there is a deceased household member.
11-II.C.	Authority Policy If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, the Authority will note the information in the tenant file, but will not conduct an interim reexamination. If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, the Authority will conduct an interim reexamination. See Section 11-II.D. for effective dates.	REMOVED
12-I.E.	•The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related Authority policies.	REMOVED
12-I.E.	•The family has breached the terms of a repayment agreement entered into with the Authority more than one time in any 12-month period.	REMOVED
12-I.E.	NA	•The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related Authority policies.
12-III.B.	The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.	The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law. The good cause requirements listed below compliment but do not override local and state ordinance.
13-I.C.	NA	•Any actions required to regain possession of the unit from tenants is the sole responsibility of the owner.
Chapter 16 Introduction	Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.	REMOVED
16-II.B.	NA	•The Authority will not approve any exceptions to the payment standard unless the family's portion of rent exceeds 40% of their adjusted monthly income.
16-II.B.	If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a “success rate payment standard” that applies to the entire jurisdiction.	If a substantial percentage of families utilizing the tenant based voucher program have difficulty finding a suitable unit, the PHA may request a “success rate payment standard” that applies to the entire jurisdiction.
16-II.B.	NA	The success rate payment standard calculations does not apply to units in the project based voucher program.
16-III.C.	•Denial of a Reasonable Accommodation	•Denial of a Reasonable Accommodation to Applicants and Participants
16-III.C.	Authority Policy The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date. The PHA will not copy a tenant file in preparation for a hearing but will allow the family to review the file and an opportunity to copy documents needed in preparation for the hearing.	Authority Policy The Authority will not copy a tenant file in preparation for a hearing but will allow the family to review the file and an opportunity to copy or scan documents needed in preparation for the hearing at a cost of \$.25 per page. The family must request discovery of Authority documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date. The family must provide the Authority discovery no later than 12:00 p.m. on the business day prior to the scheduled hearing date.
16-III.F.	Tenants/Participants are able to view their files at any time during business hours.	Tenants/Participants are able to view their tenant files, notes in the Authority's operating system, and any confidential files (see Chapter 2) at any time during business hours. Only requests by the Head of Household will be honored unless the issue brought to hearing is between members of the same household. In the case where the dispute is with members of the same household, the Authority will provide access to the tenant file to those members of the household involved in the dispute whose housing stability is at risk.
16-V.B.	NA	An PHA that subcontracts administration of its program to one or more subcontractors shall require each subcontractor to submit the subcontractor's own SEMAP certification on the HUD-prescribed form to the PHA in support of the PHA's SEMAP certification to HUD. The PHA shall retain subcontractor certifications for 3 years.
16 PART IX	PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY 16-IX.A. OVERVIEW The Violence against Women Reauthorization Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the Housing Choice Coucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA. In addition to definitions of key terms used in VAWA, this part contains special VAWA requirements and PHA policies in three areas:	UPDATED AND MOVED TO CHAPTER 2. Complete VAWA policy moved to Chapter 2 part IV.

New

EXHIBIT 16-1	Notice of Occupancy Rights under the Violence Against Women Act1 To all Tenants and Applicants The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.2 The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the Housing Authority of the City and County of San Francisco and in accordance with VAWA, this notice and the requirements under VAWA. A HUD approved certification	Removed outdated form. Replaced with HUD's updated form and moved to Chapter 2 part IV	New
EXHIBIT 16-2	CERTIFICATION OFU.S. Department of HousingOMB Approval No. 2577-0286 DOMESTIC VIOLENCE,and Urban DevelopmentExp. 06/30/2017 DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking. Pursuant to the provisions of this law, VAWA protections are available to victims of domestic violence, dating violence, sexual assault, or stalking.	Removed outdated form. Replaced with HUD's updated form and moved to Chapter 2 part IV (the new VAWA section)	New
EXHIBIT 16-3	Attachment: Certification form HUD-5382 Housing Authority of the City and County of San Francisco Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Housing Choice Voucher Program VAWA Transfer Plan (Set Aside) Subject to availability of funding, 20 vouchers will be set-aside for participants who are victims of domestic violence, dating violence, sexual assault, or stalking as provided in HUD's regulations at 24 C.F.R. part 5, subpart L. The Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA) 2, the Authority allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking	REMOVED	NEW
CHAPTER 17-V.B.	NA	Final rule provides that the PHA and owner may execute one or more extensions at any time before expiration of the HAP contract, but at no time may the total remaining term of the HAP contract, with extensions, exceed 40 years. Extension must be appropriate to continue providing affordable housing for low-income families or to expand housing opportunities.	
CHAPTER 17-V.B.	Authority Policy The Authority will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.	Authority Policy The Authority will abate and remove a unit from a PBV HAP contract or terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program.	
17-VI.F.	An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 C.F.R. 983.253(a)(2) and (a)(3)].	MOVED	
17-VI.F.	NA	Authority Policy An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 C.F.R. 983.253(a)(2) and (a)(3)]. A copy of the notification sent to the tenant must be provided to the Authority within 15 calendar days of the denial. Where the Authority has not received a RTA confirming the approval or a copy of the denial, the Authority may refuse additional referral requests.	
17-VII.C.	1. PBV assistance in the same building or project; 2. PBV assistance in another project; and 3.Tenant-based voucher assistance, if available and upon Authority discretion	1. PBV assistance in the same building or project; 2. PBV assistance within the property management portfolio; 3. PBV assistance within the greater Housing Authority's portfolio; 4.Tenant-based voucher assistance, if available and upon Authority discretion	
17-VII.C.	NA	Authority Policy If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance except for VAWA incidents. For families exercising their right to move, please refer back to [Choice Mobility Chapter].	
17-VIII.B.	NA	An owner's request for a rent increase must include a proposed or actual notice to the tenant of the proposed increase.	
17-VIII.B.	NA	Authority Policy If 15% of the contracted units are otherwise eligible to be removed from the HAP contract under CFR at the time of the request for rent increase, the contract will be considered in noncompliance with HQS and not eligible for contract rent increase. The Authority reserves the right to review extenuating circumstances, which may result in the approval of a rent increase provided all requested documentation is submitted.	
CHAPTER 18 PART 1	Current households are not subject to rescreening, income eligibility, or income targeting provisions.	Rescreening current households is prohibited. This includes income eligibility or income targeting provisions.	
18-II.A.	NA	Both RAD and PBV units at a designated RAD site are eligible for referrals from a RAD waitlist.	
CHAPTER 19	Eligibility for EHV is limited to individuals and families who are (1) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; (2) homeless; (3) at risk of homelessness; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. After September 30, 2023, a PHA may not reissue any previously leased EHV, regardless of when the assistance for the formerly assisted family ends or ended.	Eligibility for EHV is limited to individuals and families who are: (1) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking (VAWA violence/abuse) (See Chapter 2 part IV for policy on VAWA protections and remedies); (2) homeless; (3) at risk of homelessness; or (4) recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability. After September 30, 2023, a PHA may not reissue any previously leased EHV, regardless of when the assistance for the formerly assisted family ends or ended.	NEW
19-II.A.	•Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking;	•Fleeing, or attempting to flee, VAWA violence/abuse;	NEW

19-II.B.	The initial voucher term will be 180 calendar days.	The initial voucher term will be 120 calendar days.	NEW
19-II.C.	1.Individuals or families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking;	1.Individuals or families who are fleeing, or attempting to flee, VAWA violence/abuse;	
		Note:	
		all PHAs will be changed to Authority	
		victim has been placed with survivor	