

Beaufort Housing Authority
Section 8 Participant Responsibilities

Section 8 participants have certain responsibilities they must meet in order to be successful on the Housing Choice Voucher Program.

Ask for clarification if you are unsure or do not understand any of these requirements.

- ❖ Section 8 participants are required to complete personal declaration forms and any and all other forms necessary for determining a family's continued eligibility. _____
- ❖ Section 8 participants are required to provide all requested documents necessary for determining a family's continued eligibility. _____
- ❖ Section 8 participants are required to obtain, in their name, all utilities (electric, gas and water not provided by landlord) necessary to maintain a healthy living environment. Utilities **MUST** be kept operational during tenancy. _____
- ❖ Members of the household who are 18 years or older must attend certification and recertification appointments and must sign all documents. _____
- ❖ All members of Section 8 assisted units must refrain from activity involving drugs and violence. You are responsible for the conduct and activity of your guests and family members even if you are absent from the unit. _____
- ❖ All members of Section 8 assisted units must refrain from threatening, abusive or violent behavior in any form toward Housing Authority personnel. You are responsible for the conduct and activity of your guests and family members even if you are absent from the unit. _____
- ❖ The Housing Authority may provide information to your prospective landlord about your previous rental history including your address and/or prior landlords. _____
- ❖ Landlords may charge a security deposit equal to one month's rent. You are responsible for your security deposit. _____
- ❖ Do not sign or renew a lease until the rent has been approved by the Housing Authority. _____
- ❖ Dependents listed as living with you **MUST** be claimed on your income taxes unless a legal document is provided showing another entity as being able to claim them: _____

- ❖ FAILURE TO ABIDE BY THE TERMS OF YOUR LEASE IS GROUNDS FOR TERMINATION FROM THE SECTION 8 PROGRAM. IF YOU ARE EVICTED, YOU MUST GIVE THE HOUSING AUTHORITY A COPY OF THE EVICTION NOTICE AND YOU ARE CONSIDERED TERMINATED FROM SECTION 8. _____
- ❖ You must supply any information or certification requested by the Housing Authority to verify that the family is living in the unit. The family must promptly notify the Housing Authority of absences from the unit and the purposes of family absences when the absence will exceed two weeks or more. _____
- ❖ You must provide written notice to the landlord and Housing Authority BEFORE you move. You must leave in good standing. If it is determined you owe your landlord your assistance will be terminated and your voucher will not be honored. _____
- ❖ Section 8 participants are required to report to Beaufort Housing Authority ALL changes in income within ten (10) days from the date of the change. _____
- ❖ Visitors are NOT permitted to stay more than fourteen (14) days in any 365 day period. _____
- ❖ Assistance will be terminated for any family who does not allow the inspector to access the unit. You are responsible for all repairs that are a result of Tenant damages that cause your unit to fail inspection. You will need to contact your landlord to get permission to make the repairs or to pay the landlord for the repairs. This includes broken window panes, screens, doors, holes in walls, doors or ceilings, missing knobs on stove or oven, broken switch plate covers, and any other item that needs repairs as a result of damage, neglect, or abuse by you, your family or visitors. YOU WILL HAVE THIRTY (30) DAYS FROM THE DATE YOU RECEIVE A WRITTEN NOTICE FROM US TO CORRECT ALL HQS ITEMS. FAILURE TO CORRECT THESE ITEMS WILL RESULT IN TERMINATION FROM THE SECTION 8 PROGRAM. _____
- ❖ Section 8 participants must cooperate with PHA in allowing scheduled appointments to be completed. Your recertification process will start sixty (60) days in advance with completion being required no later than thirty (30) days prior to your anniversary date. _____

I, _____, do hereby state that I have read and understand the above and that a member of the Section 8 staff has answered my questions. I also understand that failure to abide by these responsibilities may result in termination of my rental assistance.

Signature

Date

Beaufort Housing Authority

VISITATION POLICY

The Beaufort Housing Authority Public Housing Lease and Policy for Section 8 Housing Choice Vouchers and Tenant Based Rental Assistance state that no person(s) other than those listed on the lease and application shall live / stay in an assisted unit other than on a temporary basis not exceeding fourteen (14) days in a calendar year. This is to insure that the Total Tenant Payment is accurately calculated on the total monthly income of that household.

TENANT AGREEMENT

If changes in my household should arise during the term of the lease, I agree to contact Beaufort Housing Authority with the additional information. I realize that failure to contact the Housing Authority could result in repayment of rent and possible theft and fraud charges under state and federal law.

I understand the above statement. There is no other person living / staying in my home other than those whose names appears on the application and lease. I agree to request approval from Beaufort Housing Authority prior to making any changes in my household composition.

UNIT ADDRESS

SIGNATURE OF TENANT

DATE

SIGNATURE OF STAFF PERSON

DATE

BEAUFORT HOUSING AUTHORITY

1009 PRINCE STREET

P.O. BOX 1104

BEAUFORT, SOUTH CAROLINA 29901

(843) 525-7059

Fax: (843) 525-7090 • TDD 1-800-735-2905

www.beaufortha.com

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Kendall F. Erickson

REQUEST FOR REASONABLE
ACCOMODATIONS

The Beaufort Housing Authority does not discriminate on the basis of disability in the admission to, access to, or operation of programs, services, or activities. Qualified individuals who need accessible communication aids and services or other accommodations to participate in programs and activities are invited to make your needs and preferences known to the 504/ ADA Coordinator. It is the policy of the Beaufort Housing Authority to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially, and administratively feasible.

504/ ADA Coordinator – Julie Canfall (843) 525-7059 ext. 223

Date of Request: _____

Name: _____

Accommodations Requested: _____

Verification Sent/ Received (as required)

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Lolita Huckaby-Watson

BY MY SIGNATURE BELOW, I CERTIFY THAT:

1. I have read, understand, and have been given a copy of the "Protect Your Family From Lead In Your Home" brochure.
2. I have read, understand, and have been given a copy of the "RHHP What You Should Know About EIV" brochure.
3. I have read, understand and been given a copy of Form HUD-5380. Notice of Occupancy Rights Under the Violence Against Women Act, Form HUD 5382 the Certification of Domestic Violence Dating Violence, Sexual Assault or Stalking and Alternate Documentation and Form HUD 5383 Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Staking.
4. I have read and do understand the Federal Privacy Act Notice statement.
5. The information given to Beaufort Housing Authority (BHA) on household composition, income, net family assets, and allowances and deductions is accurate and complete to the best of my knowledge and belief. I understand that false statements or information are punishable under Federal law, and that if I knowingly falsify or omit information I may be:
 - ❖ Evicted from my apartment or house
 - ❖ Required to repay all overpaid assistance my family received
 - ❖ Fined up to \$10,000
 - ❖ Imprisoned for up to 5 years; and/or
 - ❖ Prohibited from receiving future assistance
6. After verification by BHA the information may be submitted to the Department of Housing and Urban Development (HUD) on form HUD 50058, Tenant Data Summary, a computer generated facsimile of the form, or on magnetic media. See the Federal Privacy Act Notice statement for more information about the use of this data.
7. The Social Security/Alien Registration number(s) that have been provided to BHA are complete, accurate, and have been assigned to the person indicated.

Signature of Head of Household

Date

Signature of Other Adult

Date

Signature of Spouse of Other Adult

Date

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity national toll-free Hot Line at 1-800-660-9777. For the hearing impaired, the toll-free number for use with TDD equipment is 1-800-735-2905.

BEAUFORT HOUSING AUTHORITY

CONTRACT ADDENDUM

By signing a lease, Housing Choice Voucher or Housing Certificate for housing assistance to be provided by the Beaufort Housing Authority, you agree to pay all costs of collection of unpaid amounts due to the Beaufort Housing Authority. The Beaufort Housing Authority has the right pursuant to the South Carolina Setoff Debt Collection Act to collect any sum due and owed in accordance with the terms of the aforementioned lease, Voucher, or Certificate through offset of your state income tax refund. If the Beaufort Housing Authority chooses to pursue debts owed by you through the Setoff Debt Collection Act, you agree to pay all fees and costs incurred through the setoff process, including fees by the Department of Revenue, the South Carolina Association of Counties, the South Carolina Association of Housing Executive Directors, the Municipal Association of South Carolina and/or the Beaufort Housing Authority. If the Beaufort Housing Authority chooses to pursue debts in a manner other than setoff, the applicant agrees to pay the costs and fees associated with the selected manner as well.

Signed _____

Date _____

Witness

Beaufort Housing Authority
1009 Prince Street
Post Office Box 1104
Beaufort, South Carolina 29901
Phone (843)525-7059 Fax (843)525-7090 TDD 1-800-735-2905
www.beaufortha.com

This is to certify that I am/am not (Circle One) currently a resident of Beaufort Housing Authority Public Housing.

I have been advised that in order to receive rental assistance from Section 8, I must contact my Public Housing manager, give proper notice as stated in my lease, and follow proper move-out procedures.

Failure to do so will result in a delay in receiving rental assistance from Section 8 and possibly additional charges from Public Housing.

Signature

Date

PORTABILITY

The United States Department of housing and Urban Development has required that you be informed of your rights concerning portability.

Portability means moving to another area in the United States if you have a voucher. Once you move, you would still be entitled to Section 8 benefits.

If you wish to move using the portability provisions you must:

1. Participants in the rental assistance program for at least one year.
2. Schedule an appointment to be certified to move.
3. Advise us what jurisdiction (county or state) that you wish to move to so that we can determine if there is a Section 8 Program operating in that area.
4. Receive a voucher from the Beaufort Housing Authority.
5. Immediately contact the receiving Housing Authority via the contact information provided to you.

Once you have moved your new Housing Authority will become responsible for the activities normally performed by the Beaufort Housing Authority. They may elect to send us a bill for your rental assistance or give you one of their vouchers or certificates. You will be entitled to a budget based on the budget in that area that you move to.

If you have outstanding debts to the Beaufort Housing Authority you will not be issued a voucher.

Please feel free to ask questions of the Section 8 staff if you would like more information regarding portability.

I have read the above information concerning portability. A member of the Section 8 staff has orally explained it to me.

Section 8 Participant

Date

Section 8 Staff

Date

ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

INCOME INCLUSIONS

1. The full amount before any payroll deductions of wages, salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession.
3. Interest, dividends and other net income from any kind of real or personal property.
4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar receipts.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance
7. Periodic and determinable allowances, such as alimony and child support payments.
8. All regular pay, special pay, and allowances of a member of the Armed Forces

INCOME EXCLUSIONS

1. Income from the employment of children (including foster children) under the age of 18
2. Payments received for the care of foster children or foster adults.
3. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal or property losses.
4. Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
5. Income of a live-in-aide.
6. The full amount of student financial assistance paid directly to the student or to the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Amounts received under training programs funded by HUD.
9. Temporary, nonrecurring or sporadic income (including gifts).
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.
13. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
15. 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 at home.

THE CODE OF LAWS OF SOUTH CAROLINA 1976,

Chapter 13, Title 16 of the 1976 Code as amended

“Section 16-13-437. It is unlawful for a person knowingly to make a false statement or representation with respect to the person’s individual or family income to a public housing agency in obtaining or retaining public housing or with respect to the determination of rent due from the person for public housing. For purposes of this section public housing includes private housing provided through a housing program managed by a public housing agency. For purposes of this section public housing agency means an agency of state, regional, county, or municipal government, including housing authorities, which administer state or federal housing programs. A person violating this provision is guilty of a misdemeanor and, upon conviction, must be imprisoned for not more than two years or fined not more than one thousand dollars and the person convicted must be ordered to pay restitution to the public housing agency.”

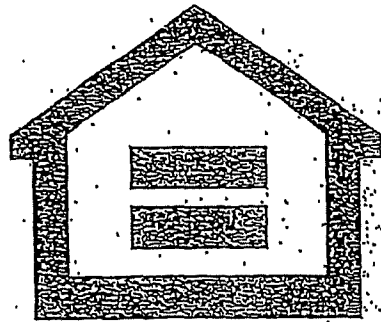
WHEN SEEKING HOUSING YOU SHOULD CONSIDER:

1. Is the rent the landlord is asking for reasonable?
 2. What utilities can I expect to be responsible for at the unit?
 3. What is the general condition of the unit?
 4. Location of the unit as it relates to your situation. (Things to consider: work, daycare, school, family, etc.)
 5. Use the mapping tools provided during the briefing to help in choosing your new home. Look for a dwelling that is in the areas that will put you in closer proximity to better schools and better jobs for you and your family.
-
- YOU ARE RESPONSIBLE FOR PAYING THE SECURITY DEPOSIT TO THE LANDLORD.
 - Rental assistance can be calculated from the day the unit passes inspection and the lease is signed. Unless other arrangements are made, you are expected to move in promptly once you have been notified that the unit has passed.
 - Rental assistance cannot be calculated until AFTER the unit you have selected has an inspection.
 - You are responsible for getting the utilities turned on in your name and paying your utility bills.

The following are rent rates that we SUGGEST you attempt to stay within to prevent your share of rent from being excessive and/or being denied. These are NOT guaranteed rents, as the landlord's asking rent must be determined reasonable by the Section 8 office.

Suggested Rent Range Based on Size of Voucher

Number of Rooms	Multi-Family		
Tenant Utilities	Power	Power & Water	Power, Water & Sewer
1 Bedroom	\$849.00 or Less	\$824.00 or Less	\$795.00 or Less
2 Bedrooms	\$961.00 or Less	\$931.00 or Less	\$894.00 or Less
3 Bedrooms	\$1278.00 or Less	\$1239.00 or Less	\$1187.00 or Less
4 Bedrooms	\$1737.00 or Less	\$1688.00 or Less	\$1620.00 or Less
5 Bedrooms	\$1983.00 or Less	\$1925.00 or Less	\$1842.00 or Less
Number of Rooms	Single Family		
Tenant Utilities	Power	Power & Water	Power, Water & Sewer
1 Bedroom	\$823.00 or Less	\$798.00 or Less	\$769.00 or Less
2 Bedrooms	\$945.00 or Less	\$915.00 or Less	\$878.00 or Less
3 Bedrooms	\$1259.00 or Less	\$1220.00 or Less	\$1168.00 or Less
4 Bedrooms	\$1716.00 or Less	\$1667.00 or Less	\$1599.00 or Less
5 Bedrooms	\$1958.00 or Less	\$1900.00 or Less	\$1817.00 or Less
Number of Rooms	Mobile Home		
Tenant Utilities	Power	Power & Water	Power, Water & Sewer
1 Bedroom	\$825.00 or Less	\$800.00 or Less	\$770.00 or Less
2 Bedrooms	\$948.00 or Less	\$918.00 or Less	\$881.00 or Less
3 Bedrooms	\$1230.00 or Less	\$1190.00 or Less	\$1138.00 or Less
4 Bedrooms	\$1719.00 or Less	\$1670.00 or Less	\$1600.00 or Less
5 Bedrooms	\$1963.00 or Less	\$1905.00 or Less	\$1822.00 or Less



**EQUAL HOUSING
OPPORTUNITY**

**We Do Business in Accordance With the Federal Fair
Housing Law**

(The Fair Housing Amendments Act of 1988)

**It is illegal to Discriminate Against Any Person
Because of Race, Color, Religion, Sex,
Handicap, Familial Status, or National Origin**

- In the sale or rental of housing or residential lots
- In the provision of real estate brokerage services
- In advertising the sale or rental of housing
- In the appraisal of housing
- In the financing of housing
- Blockbusting is also illegal

Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination:

1-800-669-9777 (Toll Free)

1-800-927-9275 (TTY)*

U.S. Department of Housing and
Urban Development
Assistant Secretary for Fair Housing and
Equal Opportunity
Washington, D.C. 20410

BEAUFORT HOUSING AUTHORITY

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EXECUTIVE DIRECTOR
Angela R. Childers

INFORMAL HEARING PROCEDURE

1. RIGHT TO A HEARING

The Beaufort Housing Authority (BHA), shall provide the opportunity for an informal hearing for its participants of the Section 8 Program. The purpose of the hearing is to consider whether the BHA's decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and BHA policies.

2. SUBJECT OF HEARING

The Hearing shall consider the following types of decisions:

- A. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- B. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule.
- C. A determination of the family unit size under the BHA subsidy standards.
- D. A determination that a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the BHA subsidy standards, or the BHA determination to deny the family's request for an exception from the standards.
- E. A determination to terminate assistance for a participant family because of the family's action or failure to act.
- F. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under BHA policy and HUD rules.

In the cases described in (D), (E), and (F), BHA must give the opportunity for an informal hearing before BHA terminates housing assistance payments for the family under an outstanding HAP contract.

3. WHEN A HEARING IS NOT REQUIRED.

The BHA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- A. Discretionary administrative determinations by the BHA.
- B. General policy issues or class grievances.
- C. Establishment of the BHA schedule of utility allowances for families in the program.

- E. BHA determination that an assisted unit is not in compliance with HQS. (However, BHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
- F. A BHA determination that the unit is not in accordance with HQS because of the family size.
- G. A determination by BHA to exercise or not to exercise any right or remedy against the owner under a HAP contract.
- H. Ineligibility or denials of continued assistance based on any drug-related or violent criminal activity (even in the absence of arrest or conviction.)

4. PROCEDURE FOR HEARING

- A. The request for a hearing must be written and presented to the BHA within ten (10) calendar days of the date of the determination for which the hearing is scheduled.
- B. The hearing may be conducted by any person or persons designated by the BHA, other than a person who made or approved the decision under review or a subordinate of such person.
- C. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the BHA hearing procedure.
- D. At his own expense, the participant may be represented by a lawyer or other representative.
- E. The BHA and the participant shall be given the opportunity to present evidence and question any witnesses. Evidence may be considered without regard to the admissibility under rules of evidence applicable to judicial proceedings.
- F. The person who conducts the hearing shall issue a written decision stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on evidence presented at the hearing. A copy of the hearing decision shall be furnished to the participant within five (5) calendar days.

5. EFFECT OF DECISION

- A. The BHA is not bound by the decision if it concerns a subject outside the scope of the hearing process of the authority of the person conducting the hearing.
- B. The BHA is not bound by a hearing decision contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or Local Law.
- C. If the BHA determines that it is not bound by a decision of the hearing officer it must promptly notify the participant of the determination and the reason for the determination.
- D. If the family includes a person with disabilities, the decision concerning such action is subject to consideration of reasonable accommodation in accordance with BHA policy.

BEAUFORT HOUSING AUTHORITY

Congratulations! You have been selected and qualified to participate in the Housing Authority's Section 8 program. Please read the following to assist you in understanding the basic program.

SECTION 8 CASE MANAGER CONTACT INFORMATION

If your last name begins with:

A-L	Ms. Gerie Hampton	ghampton@beaufortha.com	843-525-7059 x 2640
M-Z	Ms. Willie Mae Simmons	wmsimmons@beaufortha.com	843-525-7059 x 2610
Portability	Mr. David Lavendol	dlavendol@beaufortha.com	843-525-7059 x 2260

HOUSING CHOICE VOUCHER

Usually Voucher holders pay 30% of their gross adjusted income for rent; however you may pay 30% or more of your adjusted gross income depending on the cost of the unit you choose. You can choose any rent reasonable unit that fits your family size and budget. If you are able and willing to pay the amount above what the HA can pay, your ability to take the unit will depend on the 40% affordability determination. The family's share of the rent may not exceed 40% of their monthly income and the contract rent plus utility allowance may not exceed the HA rent payment standard. Your caseworker will help you make these determinations.

BHA will use Up Front Verification, which may include but not limited to EIV and Work Number for verification of household income.

I CERTIFY THAT I HAVE BEEN BRIEFED ON THE ITEMS ABOVE AND BELOW, AND THAT I HAVE BEEN GIVEN ALL REQUIRED FORMS:

Housing Choice Voucher Terms and Extension Policy
 Portability
 A "Good Place to Live" Brochure
 Equal Housing Information
 Participant Responsibilities
 Accessible Unit Information (upon request)
 Annual Income Inclusions & Exclusions

Rent Payment Standards
 Request for Tenancy Approval
 Lead Based Paint Booklet
 Informal Hearing Procedures
 SC Housing Search Flyer
 What You Should Know About EIV
 Code of Laws of SC 1976: Chapter 13, Title 16,
 Section 16-13-437

I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO REPORT ANY CHANGE IN INCOME, EXPENSES, HOUSEHOLD COMPOSITION, OR STUDENT STATUS IN WRITING WITHIN 10 BUSINESS DAYS OF THE EFFECTIVE DATE OF THE CHANGE, NOT OF RECEIPT OF PAYMENT. THE FAMILY MUST REQUEST IN WRITING FROM BHA AND THE LANDLORD TO ADD ANY PERSON AS AN OCCUPANT OF THE UNIT. THIS REQUEST MUST BE MADE AND APPROVED PRIOR TO OCCUPANCY. _____ initials

Signature of Head of Household

Date

Signature of Other Adult Household Member.

Date