



Project Based Voucher Assistance

CHATTANOOGA HOUSING AUTHORITY

HOUSING CHOICE VOUCHER
PROGRAM



Program Description

- The Project Based Voucher (PBV) program is a subsidiary of the Housing Choice Voucher Program commonly known as the Section 8 voucher program.
- PBV has many of the same requirements as the Section 8 voucher program, however, the main difference between the two is that with PBV, the voucher belongs to the site or property owner. In the Section 8 voucher program, the voucher belongs to the participant.
- Both programs provide income based rental assistance through the Chattanooga Housing Authority and therefore must meet the agency's eligibility requirements.



Program Description Continued...

- Potential participants of the Project Based Program apply for assistance at the site of interest and must meet the property owner's eligibility guidelines in addition to the eligibility guidelines of the Housing Choice Voucher program including HUD income limits.
- Another difference between the two programs is that landlord contract rents for PBV units are pre-determined by CHA as the Public Housing Agency (PHA). There is no component of maximum contract rent negotiation for the tenant to navigate. An approved PBV applicant who falls within HUD income limits will have their tenant rent determined according to the "PBV Rent Calculation" section of this briefing.



Statement of Family Responsibility

1. Under this program, the PHA makes housing assistance payments to owners for units leased and occupied by participating families.
2. Tenant Rent. The tenant rent is the portion of the monthly contract rent to owner paid by the family, and is based on the family's income, composition, and expenses. The PHA determines the tenant rent in accordance with HUD requirements.



Statement of Family Responsibility Continued...

3. Changes in Tenant Rent. A family's tenant rent may change because of changes in program requirements or changes in family income, composition, or expenses. Any change in a family's tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.



Statement of Family Responsibility Continued...

4. PHA Housing Assistance Payment. The monthly housing assistance payment by the PHA to the owner for a unit leased by a family is the contract rent to owner minus the tenant rent (total tenant payment minus any applicable utility allowance). The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment.



Statement of Family Responsibility Continued...

5. Family Right to Move.

(A) The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family elects to terminate the lease in this manner, the PHA must offer the family the opportunity for continued tenant-based rental assistance in accordance with HUD requirements.



Statement of Family Responsibility Continued...

(B) Before providing notice to terminate the lease under paragraph (A), the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA must give the family priority to receive the next available opportunity for continued tenant-based rental assistance.



Statement of Family Responsibility Continued...

6. Family Obligations.

(A) Any family participating in the project-based voucher program of the undersigned PHA must follow the rules listed below in order to continue to receive housing assistance under the program. Any information the family supplies must be true and complete.



Statement of Family Responsibility Continued...

(B) Each family member must:

1. Supply any information that the PHA or HUD determines to be necessary for administration of the program.
2. Supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.



Statement of Family Responsibility Continued...

3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.

4. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.



Statement of Family Responsibility Continued...

5. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
6. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
7. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.

Statement of Family Responsibility Continued...

8. Use the assisted unit for residence by eligible family members. The unit must be the family's only residence.

9. Promptly notify the PHA in writing of the birth, adoption, or court awarded custody of a child.

10. Request PHA written approval to add any other family member as an occupant of the unit.

Statement of Family Responsibility Continued...

11. Promptly notify the PHA in writing if any family member no longer lives in the unit.

12. Give the PHA a copy of any owner eviction notice.

13. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

Statement of Family Responsibility Continued...

14. Submit evidence of citizenship or eligible immigration status if they are seeking assistance. Families in which all members are U.S. citizens or have eligible immigration status are eligible for assistance. Mixed families, in which at least one member is a U.S. citizen or has eligible immigration status and at least one member does not contend eligible immigration status, are eligible for prorated assistance.

Statement of Family Responsibility Continued...

(C) The family (including each family member) must not:

1. Own or have any interest in the unit.
2. Commit any serious or repeated violation of the lease.
3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Statement of Family Responsibility Continued...

5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive project-based voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State or local housing assistance program.

7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

Statement of Family Responsibility Continued...

8. Receive project-based voucher assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Statement of Family Responsibility Continued...

9. Engage in abuse of alcohol in a way that threatens the health, safety or right of peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

7. Termination of Assistance. The PHA may terminate housing assistance for any grounds authorized in accordance with HUD requirements, including family violation of any obligation under Section 6 of this Statement of Family Responsibility.

Statement of Family Responsibility Continued...

8. Illegal Discrimination. If the family has reason to believe that it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

Eligibility for HUD's programs must be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

Statement of Family Responsibility Continued...

9. Violence Against Women Act (VAWA). VAWA and HUD's implementing regulations provide housing protections for victims of domestic violence, dating violence, sexual assault, and stalking. The PHA will provide the Notice of Occupancy Rights and Certification Form and is responsible for having an emergency transfer plan. The lease addendum also includes a description of specific protections.

Statement of Family Responsibility Continued...

10. HUD Requirements. HUD requirements for the Section 8 project-based voucher program are issued by Headquarters as regulations, Federal Register notices, or other binding directives. The Statement of Family Responsibility shall be interpreted and implemented in accordance with HUD requirements.

PBV Rent Calculation

Tenant Rent is set at either (a) 30% of adjusted income, (b) 10% of annual income, or (c) the \$50 minimum rent, whichever is highest. The current HUD utility allowances are deducted from the tenant rent when the tenant is responsible for utilities. For most tenants, 30% of adjusted income is the usual figure—but the 10% of annual income figure can be used occasionally, particularly if the tenant has large deductions from income (usually associated with medical or child care expenses). If the income-based tenant rent exceeds the overall contract rent for the unit at application, the applicant is denied PBV program admission. If this occurs after lease up, the tenant's rent is set at the contract rent amount. After 180 days at full contract rent, the tenant's program participation is terminated.

SAMPLE - PBV Rent Calculation Sheet	
Jane Doe	
Contract Rent, Tenant Annual and Adjusted Income	
Contract Rent	841
Annual Income	12850
Deductions	480
Adjusted Annual Income	12370
10% of Monthly Income	107
30% of Monthly Adjusted Income	309
Minimum Rent	50
Greater of 10% of MI, 30% of MAI or \$50 min rent=TTP	309
Utility Allowance	81
Tenant Rent to Owner	228
Gross Rent	922
Housing Voucher Subsidy	613
Housing Assistance Payment	613
Tenant Utility Reimbursement	0
The above stated income is true and I understand that the tenant portion is an estimate pending verification & lease up.	
Client Signature: _____	
Date: _____	
CHA Representative: Michelle Brown	
Date: 9/3/2019	

To the left is an example of the Project Based Rent Calculation Sheet issued to each approved PBV applicant. The Contract Rent is the preset amount for the unit. After eligible deductions from annual income, the tenant rent portion is determined by using the higher of either; 10% of Monthly Income, 30% of Monthly Adjusted Income, or CHA's \$50 minimum rent. Any applicable HUD calculated utility allowance is then subtracted from this amount to further assist in tenant affordability of both rent portion and the utilities that he/she is responsible for maintaining. The tenant's rent portion of the contract rent is paid directly to the Project Based site. CHA pays the remainder of the contract rent to the Project Based site and constitutes the Housing Assistance Payment (HAP). A Tenant Utility Reimbursement may be issued to tenants responsible for minimum rent and utilities.

Important Reminders!

- Complete an Income Change Form or Family Composition Change form within 10 days of a change. All necessary forms are available on CHA's website, www.chahousing.org.
- Changes regarding losses and decreases in income must be submitted by the 15th of the month in order to be made effective for the upcoming month. No changes will be effective within the month reported. Decreases in income reported on the 16th of the month or later will be made effective on the 1st day of the second month following the reporting month.
- Changes resulting in an increase in tenant rent portion will be made effective at least 30 days after the issuance date of the CHA rent notice. The future effective date will be reflected on the notice.
- Report repair issues to your landlord. If no action is taken by the landlord within 3 days for non emergencies and 24 hours for emergencies, you must complete an Complaint Form.
- Notify CHA immediately prior to vacating your unit. Speak with a Housing Specialist to receive instruction and avoid loss of voucher assistance.

Conclusion

This Concludes the Chattanooga Housing Authority's Project Based Voucher program briefing. For further instruction and assistance, please contact your Project Based site of interest.

Thank You!

Note: CHA Website – www.chahousing.org