

A HANDBOOK FOR OWNER'S AND PARTICIPANTS

**A Guide to the Housing Choice Voucher Program
(Section 8 Rental Assistance)**



Administered by:

**The Southeastern Minnesota Multi-County
Housing and Redevelopment Authority**

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The Southeastern Minnesota Multi-County Housing & Redevelopment Authority (SEMMCHRA) administers the Housing Choice Voucher (Section 8 Rental Assistance) Program in Dodge, Goodhue, Wabasha, Winona, Houston & Fillmore Counties excluding the city limits of Red Wing. The Housing Choice Voucher Program, often referred to as Section 8 Rental Assistance Program, is a federal housing program funded by the Department of Housing and Urban Development (HUD) to assist eligible families in affording monthly rent payments for decent, safe and sanitary housing.

The subsidy from the Housing Choice Voucher program allows families to rent eligible units in our service area. Participant of the Housing Choice Voucher program pay approximately 30% of their monthly income towards the monthly rent amount. This Handbook is designed to assist owners, managers and participants in understanding how the Housing Choice Voucher program works.

As a public service agency, SEMMCHRA's goal is to provide excellent service to the families and owners participating in the Housing Choice Voucher Program. SEMMCHRA will make every effort to inform families and owners of program rules and regulations. Since federal regulations are not always easy to understand, it is very important to ask questions if you are unsure of something.

Please do not hesitate to contact SEMMCHRA if you have a question or problem that pertains to the Housing Choice Voucher (Section 8 Rental Assistance) program.

Your cooperation is essential.

Thank you,

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GENERAL PROGRAM INFORMATION

The Housing Choice Voucher (Section 8 Rental Assistance) program is a three-way partnership with SEMMCHRA, the participant, and the owner of the housing unit. In order for the program to work each partner has responsibilities to maintain.

SEMMCHRA's responsibilities:

- Determine whether an applicant is eligible for the program.
- Explain the rules and regulations of the program to eligible participants and owners.
- Issuance of a Voucher to an eligible participant.
- Make housing assistance payments (HAP payment) to the owner in a timely manner.
- Ensure that both the participant and the unit continue to qualify.
- Ensure that owners and participants comply with the program rules and regulations.

Owners' responsibilities:

- Screen families who apply to determine if they will be good renters.
- Comply with Fair Housing laws
- Maintain the unit by making necessary repairs in a timely manner.
- Comply with the terms of the Housing Assistance Contract (HAP contract) and with SEMMCHRA.
- Collect the rent due by the participant and enforce the terms of the lease.

Participant's responsibilities:

- Provide SEMMCHRA with complete and accurate information.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Cooperate in attending a briefing that is scheduled by SEMMCHRA.
- Maintain the eligible unit
- Comply with the terms of the lease
- Comply with the Family Obligations of the Housing Choice Voucher (Section 8 Rental Assistance) program.

PROGRAM ELIGIBILITY

HUD establishes income limits on an annual basis. An applicant may be eligible for the program if their income is below the limits shown below. Please note that 75% of new admissions must have incomes below the 30% limit.

30% Income Limits – Effective 05/01/2021

Family Size	Goodhue	Winona	Wabasha	Houston	Dodge	Fillmore
1	18,450	16,450	17,050	16,950	20,950	16,400
2	21,050	18,800	19,500	19,400	23,950	18,750
3	23,700	21,960	21,960	21,960	26,950	21,960
4	26,500	26,500	26,500	26,500	29,900	26,500
5	31,040	31,040	31,040	31,040	32,300	31,040
6	35,580	35,580	35,580	35,580	35,580	35,580
7	40,120	40,120	40,120	40,120	40,120	40,120
8	44,660	44,600	44,660	44,660	44,660	44,660

50% Income Limits - Effective 05/01/2021

Family Size	Goodhue	Winona	Wabasha	Houston	Dodge	Fillmore
1	30,700	27,400	28,450	28,250	34,900	27,300
2	35,050	31,300	32,500	32,250	39,900	31,200
3	39,450	35,200	36,500	36,300	44,900	35,100
4	43,800	39,100	40,600	40,300	49,850	39,000
5	47,350	42,250	43,850	43,500	53,850	42,150
6	50,850	45,400	47,100	46,750	57,850	45,250
7	54,350	48,500	50,350	50,000	61,850	48,400
8	57,850	51,650	53,600	53,200	65,850	51,500

80 % Income Limits – Effective 05/01/2021

Family Size	Goodhue	Winona	Wabasha	Houston	Dodge	Fillmore
1	49,100	43,800	45,500	45,100	55,850	43,700
2	56,100	50,050	52,000	51,600	63,800	49,950
3	63,100	56,300	58,500	58,050	71,800	56,200
4	70,100	62,550	64,950	64,500	79,750	62,400
5	75,750	67,600	70,150	69,700	86,150	67,400
6	81,350	72,600	75,350	74,850	92,550	72,400
7	86,950	77,600	80,500	80,000	98,900	77,400
8	92,500	82,600	85,750	85,150	105,300	82,400

PROGRAM OCCUPANCY

SEMMCHRA will issue a Housing Choice Voucher for a particular bedroom size. Bedroom size is a factor in determining a participant's amount of assistance.

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedroom in a unit	Minimum number of persons	Maximum number of persons
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These standards are based on HUD's guideline of two (2) persons per bedroom.

In determining bedroom size, SEMMCHRA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained and children who are temporarily away at school or temporarily in foster-care.

SEMMCHRA will determine the appropriate unit size by applying the following criteria:

- No more than two (2) persons occupying a bedroom.
- Husband and wife, or persons living as husband and wife will occupy the same bedroom.
- Children of the opposite sex will share a bedroom until the age of six (6)

SEMMCHRA may assign a larger unit size as a reasonable accommodation if the family provides medical documentation that a larger unit is needed for medical reasons.

SEMMCHRA may disapprove a unit that is larger than the family qualifies for. If the unit is larger than the families is approved for, payment is made based on the number of bedrooms stated on the Voucher.

SEMMCHRA may prohibit a family from renting a unit with fewer bedrooms than the number stated on the Voucher, if the unit does not meet space requirements (the unit must have adequate space and security for the family). If the unit is smaller than the family is approved for, payment is based on the number of bedrooms in the unit.

PAYMENT STANDARDS

Payment Standards established by SEMMCHRA must be between 90% and 110% of HUD's established Fair Market Rents. The Payment Standard is based on the cost of housing and utilities for the area that the unit is located in. Payment Standards are not a ceiling for rent charged. A family may choose to rent a unit over the Payment Standard and pay the difference in addition to 30% of their adjusted monthly income, provided that the family's share of rent does not exceed 40% of their monthly-adjusted income. The rents must still be reasonable and comparable to rents charged for comparable unassisted units.

- Gross rent is the contract rent of the unit plus the utility allowance determined for the unit.
- The HAP portion of rent equals the Payment Standard minus 30% of family's monthly adjusted income.
- If the gross rent is equal to Payment Standard, the family's portion of rent equals 30% of their adjusted income.
- If the gross rent exceeds the Payment Standard, the family must pay the difference between the payment standard and gross rent plus 30% of their adjusted monthly income. The family's share of the rent cannot exceed 40% of their monthly adjusted income.

Payment Standards can change periodically during the year. Please contact SEMMCHRA for the most recent Payment Standards.

Payment Standards effective 01/01/2022

Voucher size	Goodhue	Winona	Wabasha	Houston	Dodge	Fillmore
0	738	608	574	679	805	675
1	792	734	721	796	951	679
2	936	916	832	1,023	1,203	894
3	1,329	1,225	1,182	1,430	1,709	1,223
4	1,548	1,447	1,359	1,751	2,059	1,313

PROGRAM VERIFICATION

SEMMCHRA will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family member 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified to determination the level of assistance.

Reexaminations will be conducted annually to recalculate the family's income, assets and any allowances and/or expenses to determine if the family is still eligible to receive assistance.

All changes in household composition, income or allowances/expenses (if eligible) must be reported to SEMMCHRA, in writing, within 10 days of the change occurring. Interim Reexaminations will be conducted in accordance with the Section 8 Administration Plan.

1. Changes in household members – addition or loss - New persons may not be added to the household without prior approval from SEMMCHRA and the landlord (other than the birth or adoption of a child). SEMMCHRA will not approve the addition of new household member(s) if it would over-occupy the unit. A person is considered to have moved into the unit if they have stayed at the unit for more than 14 consecutive days or more than 30 days spread over a 12-month period.
2. Changes in household income – increases, decreases or changes in income sources
3. Increase or decrease in allowances and/or expenses (if eligible)

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. Prior to a new member joining the family, citizenship/eligible non-citizen status will be verified.

Verification of each household member's Social Security Number will be obtained prior to admission.



BECOMING A PARTICIPATING OWNER

When a family is determined to be eligible for the program and funding is available, SEMMCHRA will issue the family a Housing Choice Voucher. They then begin looking for a unit and may be in contact with you.

If you wish, SEMMCHRA can give your name and general information about the rental unit(s) to families who have been issued a Housing Choice Voucher. An interested family will then contact you to complete your process for renting the unit. SEMMCHRA will not steer families to specific owners or rental units, but they will furnish families with information on units that are available.

You should use the same diligence in screening a potential Section 8 participant, as you would with any other tenant. Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of non-payment, damages of unit, or disturbance of neighbors.

Owners must apply the same standards of tenant selection to any family who applies, whether that family is a prospective Section 8 participant or not. Tenant selection must not be based upon race, color, national origin, age, sex, religion, familial status, disabilities, or reliance on public assistance.

SEMMCHRA does not screen families for their suitability as tenants that is the job of the owner. SEMMCHRA will however, provide information in the participant file related to previous rental history if requested by the owner.



LEASE AND UNIT

Once you have approved a Section 8 applicant as a tenant through your established tenant selection standards, the **Request for Tenancy Approval** form will need to be completed and signed by the owner and applicant. This form provides general information about the rental unit, such as the contract rent amount, who pays which utilities, and the security deposit amount. The completed and signed Request for Tenancy Approval form must be submitted to SEMMCHRA. SEMMCHRA will review the Request for Tenancy Approval form and determine if the unit is the correct size and the proposed rent is reasonable for the applicant.

Before SEMMCHRA can make payments on behalf of a family, the unit must meet HUD's minimum Housing Quality Standards. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards. The booklet "[A Good Place to Live](#)" describes the general aspects of a unit that must be inspected for compliance with the Housing Quality Standards. SEMMCHRA will contact the owner and/or tenant to set up a day and time to complete this inspection.

If the housing unit does not pass the initial inspection, you will be notified in writing of any failed items. All failed items need to be repaired within thirty (30) days. If the owner elects not to make the repairs, the family must choose another unit to receive assistance at. If the owner elects to make the repairs, SEMMCHRA must be notified once the repairs are complete so that the unit can be re-inspected. SEMMCHRA is not responsible for any payment until the unit passes inspection and the family has taken occupancy. If the family moves into the unit prior to this, the family is responsible for the full monthly rent amount.

Once the inspection passes, the Landlord will be required to provide SEMMCHRA with a copy of the signed lease agreement and a signed HAP contract. HUD requires certain language be in the lease. SEMMCHRA will review the lease to make sure it does not contain any provision that conflicts with program rules or regulations and that it contains the correct information and language required by HUD.

Important information about the Lease Agreement and HAP Contract:

- The lease agreement must contain Federal and local laws.
- The lease must begin on the same date as the family goes on the Section 8 Rental Assistance program.
- The Housing Assistance Payment (HAP) Contract between SEMMCHRA and the owner must begin on the first day of the lease term and must end on the last day of the lease term.
- The initial term of the lease must be consistent and based on prevailing market practices.
- The lease must specify what utilities and appliances are to be supplied by the owner and what utilities and appliances are to be supplied by the family.
- The lease may not be revised unless a lease revision has been approved in writing by SEMMCHRA.
- The lease must state the contract rent amount.
- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazard must be attached to the Lease and Tenancy Addendum.



LEAD PAINT WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to your children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling unit. Tenants must also receive a federally approved pamphlet on lead poisoning prevention. SEMMCHRA provides participants with the pamphlet titled "Protect Your Family

from Lead in Your Home” and Disclosure of Information on Lead-Based Paint and Lead Based Paint Hazard.

The Lead Based Paint Disclosure is required of all property owners not just owners who choose to participate in the Housing Choice Voucher (Section 8) program.

HOUSING ASSISTANCE PAYMENTS

Once the unit has passed inspection and has been determined to be affordable for the Section 8 participant, the owner will enter into a HAP Contract with SEMMCHRA. Effective April 1, 2011, SEMMCHRA requires that monthly HAP payments are direct deposited. The payment will be directly deposited in your account no later than the 5th business day of the month.

SEMMCHRA will continue to make payments as long as:

- The unit meets Housing Quality Standards
- The tenant is eligible for assistance
- The tenant resides in the unit
- The owner is in compliance with the HAP Contract

The family is responsible for the difference between the HAP payment amount and the contract rent for the unit. It is the owner’s responsibility to collect any portion of the rent that is payable by the family.

TOTAL TENANT PAYMENT

The Total Tenant Payment (TTP) is the highest of the following rounded to the nearest dollar:

- 30 percent of the family’s monthly adjusted income
- 10 percent of the family’s monthly gross income
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by SEMMCHRA

In addition, the participant must pay any different between the gross rent and payment standard, if the gross rent exceeds the payment standard.

At new admission to the program or when moving to a new unit, the participant cannot pay more than 40% of their monthly-adjusted income.



TOTAL TENANT PAYMENT WORKSHEET

Calculate Gross Annual Income for all Income Sources:

_____ (a) \$ _____ (a)
 _____ (b) + \$ _____ (b)
 _____ (c) + \$ _____ (c)

Total Gross Annual Income (d): = \$ _____ (d)

(a) + (b) + (c) = (d)

Dependent Deduction: \$480 per dependent (e): -
 \$ _____ (e)

\$480 x _____ # of dependents = (e)

Elderly or Disabled Deduction (Head, Spouse or Co-head must be elderly or disabled) (f): \$400 per household. (f) -
 \$ _____ (f)

Medical Deduction: (Head, Spouse or Co-head must be elderly or disabled – Can only use the excess of 3% of Gross Annual Income) -

Total Annual Medical Expenses: \$ _____
 Minus 3% of Gross Annual Income ((d) x 3%): \$ _____
 Equals Total Medical Expenses allowed: \$ _____ (g) \$ _____ (g)

Annual Childcare Expenses (h): - \$ _____ (h)

Total Annual Adjusted Income (i): =
 (d) – (e) – (f) – (g) – (h) = (i) \$ _____ (i)

Total Monthly Adjusted Income (j): \$ _____ (i) divided by 12 = (j) \$ _____ (j)

30% of Monthly Adjusted Income (k): \$ _____ (j) times 30% = (k) \$ _____ (k)

Total Tenant Payment calculation:

30% of Monthly Adjusted Income (k): \$ _____ (k)

Overage of Gross Rent (Contract rent plus Utility Allowance) and Payment Standard (if applicable) (l): \$ _____ (l)

Total Tenant Payment (m): \$ _____ (m)

Total Tenant Payment cannot exceed 40% of Monthly Adjusted Income

Monthly Adjusted Income (k) times 40% = \$ _____

HUD REQUIRED ACTIVITIES

There are two (2) HUD required activities:

- Annual Recertification of the family's income, assets, allowance/expenses and household composition.
- Annual or Bi-Annual (if eligible) inspection of the housing unit.

SEMMCHRA is required to re-certify the family at least annually. The family is required to furnish information to SEMMCHRA pertaining to household income, assets, allowances/expenses and family composition. Changes in the family's income will change the portion the family is required to pay to the owner; however, this will not affect the total amount received by the owner.

Inspections are completed either annual or bi-annually (if eligible) to document continued compliance with the Housing Quality Standards. If a unit does not pass the annual (or Bi-Annual) inspection, you will be notified in writing and given a reasonable time period to make any necessary repairs. The family is responsible for any repairs that are the result of damage caused by the family beyond normal wear and tear. The family is also responsible for the operation of tenant supplied appliances and the payment of tenant supplied utilities. SEMMCHRA is **cannot** make payments on behalf of a family if the unit does not pass inspection by the given deadline.

After the initial term of the lease, owners may increase the rent with a 60-day, written notice given to the family and SEMMCHRA. SEMMCHRA must determine that the proposed increase is reasonable and comparable to the rent for other units on the market of similar size, features, and amenities.

SEMMCHRA encourages the owner to be present for both the initial and any annual or bi-annual inspections. Periodic inspection of the unit helps to alert the owner of required and/or recommended repairs and ensures that the unit is being kept up to Housing Quality Standards.

Commonly Failed Items:

- Non-functional smoke detectors
- Missing or cracked electrical outlet cover plates
- Railings not present where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (vinyl/carpets)
- Cracked or broken windowpanes
- Non-operable burners on stoves or inoperable range hoods
- Missing burner control knobs
- Inoperable bathroom fan/no ventilation
- Leaking faucets or plumbing
- No temperature/pressure relief valve on water heaters

PORTABILITY FACT SHEET

Portability means: A family receiving Section 8 Rental Assistance may move to any area that has a Housing Choice Voucher program and take their voucher and assistance with them.

Restrictions:

- Not all areas have funding for the Section 8 Program and, therefore, the choices may be limited.
- Depending on the funding available, families that wish to port may only be allowed to do so if the receiving agency is willing to absorb the family into their voucher program or if the payment standards in that jurisdiction area are the same or lower than SEMMCHRA's payment standards.
- In order to be eligible to port a voucher, the voucher holder must have either been a resident of SEMMCHRA's service area at the time of application or been on the program for at least one year in SEMMCHRA's jurisdiction.

The voucher holder must submit a request in writing, at least 30-days in advance. The request must state the name of the agency they wish to transfer to and the contact information. If the voucher holder is a current participant who is under lease, the tenant will be required to remain in the current unit until the end of the lease term.

Before a family can be portable here are a few things you should know:

- If the voucher holder is currently under lease and HAP payments are being made, a proper written notice to vacate must be given to the current landlord and SEMMCHRA. This notice must be in compliance with the terms of the lease.
- A current participation will be denied the ability to transfer their voucher if they are not in good standing with SEMMCHRA.
- Information contained in a current participant file will be shared with the receiving agency.
- The receiving agency may have different guidelines on occupancy, payment standards and utility allowances. When porting a voucher, the receiving agency guidelines will need to be followed.

TERMINATION OF ASSISTANCE TO THE FAMILY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the following actions or inaction by the household:

- Violation of any of the family obligations of the Housing Choice Voucher (Section 8 Rental Assistance) program.
- Failure to abide to the terms of the lease agreement. This includes, but is not limited to, failure to pay rent or utilities, housekeeping issues, damages to property, criminal activity, etc.
- Failure of a household member, age 18 years of age or older, to sign and submit required HUD consent forms.
- Failure to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If SEMMCHRA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their assisted unit, the family's assistance will be terminated.
- If SEMMCHRA finds any member of the family has been evicted from public housing.
- If SEMMCHRA finds any member of the family has previously been terminated from the Housing Choice Voucher (Section 8 Rental Assistance) program.
- If any member of the family or household commits any drug-related criminal activity or violent criminal activity.
- If any member of the family commits fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
- If the family currently owes money to SEMMCHRA or to another Housing Authority in connection with the Housing Choice Voucher (Section 8 Rental Assistance) program or public housing assistance under United States Housing Act of 1937.
- If the family defaults on a repayment agreement with SEMMCHRA, another Housing Authority or the landlord.
- If the family has engaged in or threatened abusive or violent behavior toward SEMMCHRA staff members.

INFORMAL HEARINGS AND INFORMAL REVIEWS

Both applicants and participants have the right to disagree with, and appeal, certain decisions made by SEMMCHRA that may adversely affect them.

The process for applicant appeals of SEMMCHRA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing”.

Not every decision made by SEMMCHRA can be appealed.

INFORMAL REVIEWS FOR APPLICANTS

An applicant is someone who has applied for admission to the program but is not yet a participant in the program.

SEMMCHRA must give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any or all of the following:

- Denying listing on the Housing Choice Voucher waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are not required for the following reasons:

- Discretionary administrative determinations by SEMMCHRA
- General policy issues or class grievances
- Determination of the family unit size under SEMMCHRA subsidy standards
- Determination not to approve an extension or the suspension of a voucher term.
- Determination not to grant approval of the tenancy
- Determination that a unit is not in compliance with HQS.
- Determination that the unit is not in accordance with HQS due to family size or composition.

INFORMAL HEARINGS FOR PARTICIPANTS

A participant is defined as a family that has been admitted to SEMMCHRA’s HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether SEMMCHRA’s decisions relating to the family circumstances are in accordance with the law, HUD regulations, and SEMMCHRA policies

SEMMCHRA must provide a participant family with the opportunity for an informal hearing for decisions related to:

- Determination of family's annual income or adjusted annual income.
- Determination of the family unit size for the family under the subsidy standards.
- Determination of the appropriate utility allowance for tenant paid utilities from the utility allowance schedule.
- Determination to deny or terminate assistance because of family actions or failure to act.
- Determination to terminate assistance because the family has been absent from the unit longer than the maximum period permitted by HUD rules.
- SEMMCHRA's refusal to approval a unit or tenancy.
- Determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account.

Informal hearings are not required for the following reasons:

- Discretionary administrative determinations by SEMMCHRA
- General policy issues or class grievances
- Establishment of the SEMMCHRA schedule of utility allowances for families in the program
- SEMMCHRA's determination not to approve an extension on a voucher or the suspension of a voucher term
- SEMMCHRA's determination not to approve a unit or tenancy
- SEMMCHRA's determination that an assisted unit is not in compliance with HQS.
- SEMMCHRA's determination that the unit is not in accordance with HQS because of family size
- A determination by SEMMCHRA to exercise or not exercise any right or remedy against the owner under a HAP contract