

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

HOUSING AUTHORITY OF THE CITY OF THAYER (MO)
Route #1, Box 1374
Thayer, MO 65791

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004

Annual Plan for Fiscal Year 2000

PHA Plan Agency Identification

PHA Name: Housing Authority of the City of Thayer

PHA Number: MO98

PHA Fiscal Year Beginning: 01/2000

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting:

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at:

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other

PHA Plan Supporting Documents are available for inspection at:

- Main business office of the PHA
- PHA development management offices
- Other

5-YEAR PLAN
PHA FISCAL YEARS 2000 - 2004
[24 CFR Part 903.5]

A. Mission

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is:

B. Goals

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score) 80
 - Improve voucher management: (SEMAP score)
 - Increase customer satisfaction:
 - Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
 - Renovate or modernize public housing units:
 - Demolish or dispose of obsolete public housing:
 - Provide replacement public housing:
 - Provide replacement vouchers:
 - Other:
Timely capital improvements for site, buildings, and units
- PHA Goal: Increase assisted housing choices
Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other:
 - *Timely capital improvements for sites, buildings and units*

HUD Strategic Goal: Improve community quality of life and economic vitality

- PHA Goal: Provide an improved living environment
 - Objectives:
 - Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
 - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
 - Implement public housing security improvements:
 - Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
 - Other:

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

- PHA Goal: Promote self-sufficiency and asset development of assisted households
 - Objectives:
 - Increase the number and percentage of employed persons in assisted families:
 - Provide or attract supportive services to improve assistance recipients' employability:
 - Provide or attract supportive services to increase independence for the elderly or families with disabilities.
 - Other:

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
- Other:

Other PHA Goals and Objectives:

- *None*

Annual PHA Plan
PHA Fiscal Year 2000

[24 CFR Part 903.7]

i. Annual Plan Type:

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan (Agency was troubled in FY '99)

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

The Annual Plan focuses on recovery of the agency from troubled status. Essential policies are developed or revised, occupancy levels increased, and physical needs dealt with, including paving, building exteriors and dwelling units.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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Attachments

Implementation of Public Housing Resident Community Service Requirements 41

Required Attachments:

- Admissions Policy for Deconcentration See ACOP
- FY 2000 Capital Fund Program Annual Statement Pgs. 25-26
- Most recent board-approved operating budget Hard Copy

Optional Attachments:

- PHA Management Organizational Chart
- FY 2000 Capital Fund Program 5 Year Action Plan Pgs. 26-27
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards
- Other :
 - Admissions and Continued Occupancy Policy* mo98a01
 - Disposition Policy* mo98b01
 - Grievance Procedure* mo98c01
 - Pet Policy* mo98d01
 - Rent Collection Policy* mo98e01
 - Dwelling Lease* mo98f01
 - Maintenance Schedule* Hard Copy

Supporting Documents Available for Review

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
NA	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
NA	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
NA	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
NA	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
NA	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
NA	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
NA	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
NA	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
NA	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
NA	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Other supporting documents (optional) (list individually; use as many lines as necessary) Pet Policy Rent Collection Policy Disposition Policy Maintenance Plan	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	655	4	4	3	3	3	3
Income >30% but <=50% of AMI	452	3	4	3	3	3	3
Income >50% but <80% of AMI	562	3	4	3	3	3	3
Elderly	840	3	4	3	3	4	3
Families with Disabilities	N/A						
Race/Ethnicity	N/A						

What sources of information did the PHA use to conduct this analysis?

- Consolidated Plan of the Jurisdiction/s
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year: 2000
- Other sources:

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

Housing Needs of Families on the Waiting List	
Waiting list type:	
<input type="checkbox"/>	Section 8 tenant-based assistance
<input checked="" type="checkbox"/>	Public Housing
<input type="checkbox"/>	Combined Section 8 and Public Housing
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:

Housing Needs of Families on the Waiting List			
	# of families	% of total families	Annual Turnover
Waiting list total	3		7
Extremely low income <=30% AMI	2	67%	
Very low income (>30% but <=50% AMI)	1	33%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	1	33%	
Elderly families	2	67%	
Families with Disabilities	0	0%	
African-American	1	33%	
Caucasian	2	67%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	2	67%	
2 BR	1	33%	
3 BR			
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1: Maximize the number of affordable units available to the PHA within its current resources by:

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other

Strategy 2: Increase the number of affordable housing units by:

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other:

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance

- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other:

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other:

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other:

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other:

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other:

Strategy 2: Conduct activities to affirmatively further fair housing

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other:

Other Housing Needs & Strategies:

- *None*

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other:

3. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund	\$28,923	
b) Public Housing Capital Fund	\$46,712	
c) HOPE VI Revitalization	---	
d) HOPE VI Demolition	---	
e) Annual Contributions for Section 8 Tenant-Based Assistance	---	
f) Public Housing Drug Elimination Program	---	
g) Resident Opportunity and Self- Sufficiency Grants	---	
h) Community Development Block Grant	---	
i) HOME	---	
j) Other Federal Grants		
2. Prior Year Federal Grants (unobligated funds only)	---	
3. Public Housing Dwelling Rental Income	\$62,370	Operations
4. Other income	\$6,940	Operations
Interest	<i>\$1,580</i>	
Charges, etc	<i>\$5,360</i>	
5. Non-federal sources		
Total resources	\$144,945	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing?

- When families are within a certain number of being offered a unit:
 When families are within a certain time of being offered a unit: **(60-90 days)**
 Other: **(After application is taken, before offer is made)**

b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing?

- Criminal or Drug-related activity
 Rental history
 Housekeeping
 Other

c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list

- Community-wide list
 Sub-jurisdictional lists
 Site-based waiting lists
 Other

b. Where may interested persons apply for admission to public housing?

- PHA main administrative office
 PHA development site management office
 Other

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year?
2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?
3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists?
 - PHA main administrative office
 - All PHA development management offices
 - Management offices at developments with site-based waiting lists
 - At the development to which they would like to apply
 - Other

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list?
 - One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types?
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
 - Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
In what circumstances will transfers take precedence over new admissions?
 - Emergencies
 - Overhoused

- Underhoused
- Medical justification
- Administrative reasons determined by the PHA
- Resident choice:
- Other:

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year?

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences:

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s)
 - *Severe medical emergency*

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

5 Date and Time

Former Federal preferences:

- 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences

- 4 Working families and those unable to work because of age or disability
- Veterans and veterans' families
- 1 Residents who live and/or work in the jurisdiction
- 3 Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- 2 Other preference(s)
 - *Severe medical emergencies*

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source

b. How often must residents notify the PHA of changes in family composition?

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (Every 3rd year for those electing flat rents)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted?

Adoption of site-based waiting lists
If selected, list targeted developments below:

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes?

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families?

- Not applicable: results of analysis did not indicate a need for such efforts
- List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families?

- Not applicable: results of analysis did not indicate a need for such efforts
 List (any applicable) developments below:

B. Section 8

- *The Housing Authority of the City of Thayer does not administer a Section 8 program. This section is Not Applicable.***

(1) Eligibility

- a. What is the extent of screening conducted by the PHA?
- Criminal or drug-related activity only to the extent required by law or regulation
 Criminal and drug-related activity, more extensively than required by law or regulation
 More general screening than criminal and drug-related activity
 Other
- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords?
- Criminal or drug-related activity
 Other

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged?
- None
 Federal public housing
 Federal moderate rehabilitation
 Federal project-based certificate program
 Other federal or local program
- b. Where may interested persons apply for admission to section 8 tenant-based assistance?
- PHA main administrative office
 Other

(3) Search Time

- a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

(4) Admissions Preferences

- a. Income targeting

- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

- b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year?

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s)

4. Among applicants on the waiting list with equal preference status, how are applicants selected?

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction”

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained?

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

(1) Income Based Rent Policies

a. Use of discretionary policies:

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent?

- \$0
- \$1-\$25
- \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place?

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other

3. Select the space or spaces that best describe how you arrive at ceiling rents

- Market comparability study
- Fair market rents (FMR)
- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent?

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (*Expected to last more than 30 days*)
- Other
 - *The family **MUST** report all changes in family composition; the family **MAY** report decreases in income.*

g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability?

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other

B. Section 8 Tenant-Based Assistance

- The Housing Authority of the City of Thayer does not administer a Section 8 Program. This section is not applicable.*

(1) Payment Standards

a. What is the PHA's payment standard?

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other

c. If the payment standard is higher than FMR, why has the PHA chosen this level?

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other

d. How often are payment standards reevaluated for adequacy?

- Annually
- Other

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard?

- Success rates of assisted families
- Rent burdens of assisted families
- Other

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent?

- \$0
- \$1-\$25
- \$26-\$50

- b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

A. PHA Management Structure

- An organization chart showing the PHA's management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:
- *As a small PHA, staffing is one part-time Executive Director, one part-time Secretary and one Maintenance Man.*

B. HUD Programs Under PHA Management

Program Name	Units or Families Served at Year Beginning 1/1/2000	Expected Turnover
Public Housing	35	7
Section 8 Vouchers	---	
Section 8 Certificates	---	
Section 8 Mod Rehab	---	
Special Purpose Section 8 Certificates/Vouchers	---	
Public Housing Drug Elimination Program (PHDEP)	---	
Other Federal Programs	---	

C. Management and Maintenance Policies

- (1) Public Housing Maintenance and Management:
- *Pet Policy*
 - *Rent Collection Policy*
 - *Disposition Policy*
 - *Revised Dwelling Lease*
 - *Maintenance Plan*

(2) Section 8 Management: *Not Applicable*

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

A. Public Housing

1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process?
- PHA main administrative office
 PHA development management offices
 Other

B. Section 8 Tenant-Based Assistance – *Not Applicable*

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes?
- PHA main administrative office
 Other

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

A. Capital Fund Activities

(1) Capital Fund Program Annual Statement

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program Annual Statement is provided on the following pages.

Component 7
Capital Fund Program Annual Statement
Parts I, II, and II

Annual Statement
Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number FFY of Grant Approval: (09/2000)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	\$46,712
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	
12	1470 Nondwelling Structures	
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	\$46,712
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
HA-Wide	Operations	1406	\$46,712

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
HA-Wide	12/31/2000	12/31/2000

(2) Optional 5-Year Action Plan

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

The Capital Fund Program 5-Year Action Plan is provided on the following pages.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
MO98-1	HA-wide	1	2.9%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Operations			\$46,712	2001
Operations			\$46,712	2002
Operations			\$46,712	2003
Operations			\$46,712	2004
Total estimated cost over next 5 years			\$233,560	

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant:
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

- Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list development name/s below:

Yes No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?
If yes, list developments or activities below:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: b. Projected end date of activity:

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description	
1a. Development name:	
1b. Development (project) number:	
2. Designation type:	Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (DD/MM/YY)	
5. If approved, will this designation constitute a (select one)	<input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?

Designation of Public Housing Activity Description	
6.	Number of units affected:
7.	Coverage of action <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

- Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description	
1a.	Development name:
1b.	Development (project) number:
2.	What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3.	<input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)

Conversion of Public Housing Activity Description

4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h) homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA**)

status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected:
6. Coverage Action: <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

1. Yes No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to component 12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

a. Size of Program

Yes No: Will the PHA limit the number of families participating in the section 8 homeownership option?

If the answer to the question above was yes, which statement best describes the number of participants?

- 25 or fewer participants
- 26 - 50 participants
- 51 to 100 participants
- more than 100 participants

b. PHA-established eligibility criteria

Yes No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency

- Client referrals
- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas?

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
NA	NA	NA	NA	NA

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	N/A	
Section 8	N/A	

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by:

- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- Informing residents of new policy on admission and reexamination
- Actively notifying residents of new policy at times in addition to admission and reexamination.
- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other:

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937
--

See Attachment mo098ao1 and page 41 of this plan.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.79 (m)]

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents
- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti

- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents?

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other

3. Which developments are most affected?

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake:

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other

2. Which developments are most affected?

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action

- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities

2. Which developments are most affected?

D. Additional information as required by PHDEP/PHDEP Plan - *Not Applicable*

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

- *See Attachment mo98d01*

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

- 1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
- 2. Yes No: Was the most recent fiscal audit submitted to HUD?
- 3. Yes No: Were there any findings as the result of that audit?
- 4. Yes No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? ____
- 5. Yes No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake?
- Not applicable
- Private management
- Development-based accounting
- Comprehensive stock assessment
- Other: (list below)
3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment (File name)
- Provided below:
3. In what manner did the PHA address those comments?
- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other:

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot:

- Candidates were nominated by resident and assisted family organizations
- Candidates could be nominated by any adult recipient of PHA assistance
- Self-nomination: Candidates registered with the PHA and requested a place on ballot
- Other:

b. Eligible candidates:

- Any recipient of PHA assistance
- Any head of household receiving PHA assistance
- Any adult recipient of PHA assistance
- Any adult member of a resident or assisted family organization
- Other

c. Eligible voters:

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other

C. Statement of Consistency with the Consolidated Plan

1. Consolidated Plan jurisdiction: *State of Missouri*

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction:

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.

- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan.
- Other:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments:

C. Other Information Required by HUD

 None

20. Definition of “Substantial Deviation” and Significant Amendment or Modification

[1903.7(r)]:

This Housing Agency defines “substantial deviation” and “significant amendment or modification” as discretionary changes in its plans or policies which fundamentally alter the mission, goals or objectives of the Agency and which require formal approval by the Board of Commissioners.

Attachments

Implementation of Public Housing Resident Community Service Requirements

The Housing Authority of the City of Thayer (HACT) has included on pages 29 and 34 of its Admissions and Continued Occupancy Policy, procedures for implementing the public housing resident community service requirements as stipulated by the Quality Housing and Work Responsibility Act of 1998. The new regulations were issued as part of the "Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Programs; Final Rule" in the March 29, 2000 *Federal Register*. As specified in this rule, PHAs with fiscal years beginning on or after October 1, 2000 are required to implement the community service requirements and include a description of how the PHA will comply with community service requirements in their next PHA Plans.

Beginning with the FY 2001 PHA Plan, the HACT will implement the following administrative procedures outlined in its ACOP, which include the documentation and determination at the time of admission of adults (a person 18 years or older) exempt from the requirement. Such documentation will be placed in the resident's file. This same standard for verification of exemption status will be utilized with other information pertaining to eligibility and tenant selection.

Residents not exempt from the community service requirement will be informed of the requirements and provided with a list of approved community service and self-sufficiency activities. Staff will work with each non-exempt resident to determine how each month's requirements will be met and a plan developed that will be placed in the resident's file.

Residents may request a change in their status during the year by contacting the property manager. For example, a formerly unemployed adult who finds work may request a change in status from the property manager.

The Authority will determine on an annual basis whether adult residents subject to the community service requirement are in compliance. Staff will also determine if adult residents originally exempt from the requirement have become non-exempt. Adult residents who, because of the annual review, are determined to be non-exempt will be provided with a list of HACT approved community service and self-sufficiency activities and a Plan shall be developed and placed in the resident's file. For residents paying a flat rent, the review will be performed and appropriate action taken by the property manager 12 months after the initial status determination and every 12 months thereafter.

If a resident is determined to be non-compliant with the monthly service requirement, the adult resident will be allowed to cure the non-compliance by making up the deficient hours over the next 12-month period. The non-compliant adult and the head of household will be required to

sign an agreement that continued non-compliance will result in the eviction of the entire family unless it is proven to the satisfaction of HACT that the non-compliant adult is no longer a member of the household.

HOUSING AUTHORITY OF THE
CITY OF THAYER (MO)
ROUTE 1, BOX 1374
Thayer, MO

ADMISSIONS AND CONTINUED
OCCUPANCY POLICY



Adopted: September 12, 2000

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POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY

It is the intent of the Housing Authority of the City of Thayer (hereinafter referred to as HACT or the Housing Authority) to provide safe, decent housing for eligible lower income tenants and families and to promote self-sufficiency and economic independence. HACT will not discriminate because of race, color, gender, sexual preference, religion, age, disability, ancestry, national origin, marital or familial status or lawful source of income in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing development(s) under its jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended.

It is the policy of HACT to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disability Act, and any other legislation protecting the individual rights of tenants, applicants, or staff, which may subsequently be enacted.

The Housing Authority shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this policy shall relate solely to the attributes and behavior of the individual members of the household.

It is also the policy of HACT to guard the privacy of individuals in accordance with the Privacy Act of 1974 and to ensure the protection of individuals' records maintained by HACT. Therefore, the Housing Authority shall not disclose any personal information including, but not limited to, information on any disability contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits HACT's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

HACT is committed to identifying and eliminating situations that create barriers to equal access to housing. In accordance with the Americans with Disability Act and Section 504 of the Rehabilitation Act of 1973, as amended, HACT will make such procedural, administrative, locational, or physical changes as will reasonably accommodate persons with disabilities and which do not impose an unreasonable burden either administratively or financially on the Housing Authority.

II. ELIGIBILITY FOR ADMISSION

A. Eligibility Criteria

It is the policy of HACT to consider eligible for admission only those families who meet the following criteria:

1. Qualify as a family, single person, elderly person, near-elderly person, displaced person or remaining adult member of a tenant family (see Appendix C-Glossary of Terms).
2. Have an annual income at the time of admission which does not exceed the income limits or guidelines as prescribed by HUD for federally-assisted housing. A copy of the most current income limits or guidelines shall be conspicuously posted at HACT locations.
3. Members age six or older have been issued a Social Security Number (SSN) and have disclosed it to the satisfaction of HACT. Where a SSN has not been assigned, certification to that effect must be executed.
4. Members are U.S. citizens or non-citizens who have eligible immigration status.
5. Household composition is appropriate for the housing types and unit sizes available in HACT developments in accordance with the occupancy standards outlined herein (for definition of housing type, see Appendix C - Glossary of Terms).
6. Members do not maintain another residence in addition to a HACT unit.
7. Members have not committed fraud in connection with any Federal Housing Assistance program.
8. Members have not been evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug-related criminal activity for a three-year period beginning the date of the eviction.
9. Members have not been convicted of manufacturing or producing methamphetamine (commonly referred to as **Aspeed®**) on the premises of a federally assisted housing development.
10. Those who do not include any individual who is subject to a lifetime registration requirement under a state sex offender registration program. These individuals are denied admission for life.

11. Those who meet or exceed the tenant selection criteria outlined in this policy.

B. Ineligibility Because of Prior Drug-Related Activity

1. Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Pursuant to federal law, persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing at HACT for a three-year period beginning on the date of such an eviction.
2. Applicants are denied admission for life who have been convicted of manufacturing or producing methamphetamine (commonly referred to as **Aspeed®**) on the premises of a public housing project. “Premises” is defined as the building or complex in which the dwelling is located, including common areas and grounds.
3. HACT may waive at its sole discretion this restriction if the applicant can demonstrate to the satisfaction of HACT that:
 - a) the person successfully completed a rehabilitation program approved by HACT; or
 - b) the circumstance(s) leading to the eviction no longer exist. For example, the person involved in drugs and responsible for the eviction is no longer part of the household; and
 - c) the person is committed to being drug-free and not participating in drug-related criminal activity as evidenced by executing an addendum imposing reasonable additional lease restrictions such as enrollment in a local drug rehabilitation program approved by HACT as may be deemed necessary by HACT to guarantee the health, safety and welfare of other residents.

C. Screening Out Illegal Drug Users and Alcohol Abusers

1. HACT will refuse admission to public housing of any person who it determines is illegally using a controlled substance.
2. HACT will also refuse the admission to public housing of any person whom HACT has reasonable cause to believe abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. HACT may at its sole discretion waive the policies prohibiting admission in these circumstances if the person demonstrates to the satisfaction of HACT that:
 - a) the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol; and

- b) has successfully completed a supervised drug or alcohol rehabilitation program; and/or
- c) has otherwise been rehabilitated successfully; or
- d) is participating in a supervised drug or alcohol rehabilitation program, as verified by an authority from such a program.

D. Eligibility Restrictions Regarding Non-Citizens

1. As required by HUD (24 CFR 5 subpart E), eligibility for assistance or continued assistance under a Section 214 program, such as public housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. HACT will require both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation will be required of all new admissions at the time an application is processed by the Housing Authority. Any current tenant who has not already provided documentation will be required to document citizenship or immigration status at the next reexamination. It is necessary to provide this information only one time for each family member during continued occupancy at HACT housing facilities. Whenever a new family member is added, documentation must be provided before the new member can be added to the lease.
2. *Proof of citizenship will take the following form:*
 - a) For families claiming U.S. citizenship, each applicant or tenant family member will sign the citizenship declaration form and present appropriate documentation (such as U.S. passport, resident alien card, social security card, or other appropriate documentation), which will become a permanent part of the tenant file. Adults will be required to sign on behalf of all children under 18 years of age.
 - b) Non-citizens age 62 years or older who are current tenants or applicants will be required to sign a declaration of eligible immigration status and proof of age.
 - c) Tenants and applicants who are non-citizens declaring eligible immigration status must:
 - i) sign a declaration of eligible immigration status;
 - ii) provide the required U.S. Immigration and Naturalization Service (INS) documents, such as Alien Registration Receipt Card, Arrival/Departure

Record, Temporary Resident Card. In the event of any lost or missing cards listed, an INS receipt must be provided; and

- iii) sign a verification consent form.
3. HACT has the right to deny, terminate or adjust housing assistance if members of a household are found to be non-citizens with ineligible immigration status; however, this determination will not take place until all appeals requested have been exercised by the household. HACT may grant time extensions to submit appropriate information, provided that the household shows a diligent effort in obtaining immigration status documents.
4. HACT may not make assistance available to a family submitting an application until at least the eligibility of one family member has been established. Assistance must be prorated based on the number of individuals in the family for whom eligibility has been affirmatively established.
5. HACT may not delay, deny, reduce or terminate eligibility of an individual for assistance on the basis of immigration status. The family will not be penalized for delays on the part of those entities that must verify eligible immigration status.
6. Continued assistance provided to an eligible mixed family after November 29, 1996, will be prorated based on the percentage of family members that are eligible for assistance.
7. HACT is required to suspend assistance to a family for a period of at least 24 months if it is determined that the family has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis. This provision does not apply if the ineligible individual has already been considered in calculating any proration of assistance for the family.
8. If HACT discovers that citizenship information provided is expired, fraudulent, or otherwise invalid, it will notify the family or individual of these findings. The family or individual will then have 30 days from the date of the notification to file an appeal with the INS to correct the problem. The family or individual must provide the Housing Authority with a copy of the INS appeal request which will become a permanent item in the tenant file. HACT can extend this 30-day appeal period at its sole discretion if good cause is found.
9. Any applicant or resident family affected by these provisions has the right to a formal appeal provided the family notifies HACT within 30 days of the action or decision the family wishes to appeal. All appeals will be conducted in accordance with the provisions of HACT's Grievance Procedure.

10. In accordance with Federal rules, mixed families who were living in HACT's units as of June 19, 1995, are permitted to receive continued assistance, provided that either the head of household or spouse has eligible immigration status and that any ineligible family members are either the head, spouse, parents, or children of the head or spouse.
11. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the ratio of eligible and ineligible persons in the household.
12. Rental housing assistance is prohibited to non-citizen students and their families. None of the provisions of the rules related to prorated assistance, continued assistance, or temporary deferral of termination of assistance applies to non-citizen students. This prohibition does not include a citizen's spouse or children.

E. Verification and Documentation of Eligibility

1. Applicants may not become residents until documentation is provided and verified. The applicant will retain their position on the waiting list during this interim period. The applicant will be given a reasonable time, based on their circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if circumstances require an extension. The decision will be made by an HACT representative, documented, in writing, and placed in the applicant file.
2. Additional documentation that may be required in determining eligibility includes:
 - \$ Temporary Assistance to Needy Families (TANF)
 - \$ Birth certificate, or drivers license that displays the date of birth and/or form(s) that are issued by a federal, state, city or county agency that displays the date of birth
 - \$ Child care verification
 - \$ Credit references (history)
 - \$ Credit Bureau reports
 - \$ Employment verification
 - \$ Landlord verification
 - \$ Social Security benefits
 - \$ Assets verification
 - \$ Bank accounts: checking accounts-\$500 + balance savings accounts - \$100 + balance
3. *Marital Status:* If a marriage certificate is not available the following information is acceptable:
 - \$ Driver's license that displays the same address and last name.

- \$ Federal tax forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
 - \$ Other acceptable forms of documentation of marriage would include any document that has been issued by a federal, state, city or county government which indicates that the individuals are living as a married couple. Couples who are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
4. *Personal References:* Personal references (not family) may be used when an applicant cannot produce prior rental history records.
 5. Separation means the ending of cohabitation by mutual agreement. If an applicant is divorced or separated and has children by that spouse, the applicant must provide at least one of the verifications listed below:
 - a) A FINAL divorce decree. This applies to individuals who are divorced and not separated. This is the only documentation accepted for individuals that are divorced.
 - b) Verification of court-ordered child support from former spouse.
 - c) Verification that applicant is pursuing child support through the Department of Human Resources, Child Support Unit or Circuit Clerks Office. If applicant is receiving personal child support, the applicant can make arrangements to have the child support paid through the court system, either through the Circuit Clerk's Office, Department of Human Resources, or a court referee.
 - d) Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
 - e) A notarized statement from a current landlord (not family) verifying that he/she knows that the applicant and spouse have not lived together for the last six (6) months or more.
 - f) Income tax statements from both the husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - g) (i) A written statement from a lawyer indicating that the applicant has filed suit for divorce because of physical abuse; or
(ii) A written statement from an abuse shelter, law enforcement agency, or other social service agency indicating that the applicant needs housing due to physical abuse; or

- (iii) Food stamp verification, if no other documentation is available.
6. If the applicant is divorced or separated from a person and has no children by that person, the applicant must provide at least one of the verifications listed below:
- a) A FINAL divorce decree. This applies to individuals who are divorced and not separated. This is the only documentation accepted for individuals that are divorced.
 - b) A notarized statement from a current landlord (not family) verifying that he/she knows that the applicant and spouse have not lived together for the last six (6) months or more.
 - c) Income tax statements from both the husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
 - d) (i) A written statement from a lawyer indicating that the applicant has filed suit for divorce because of physical abuse;
 - (ii) A written statement from an abuse shelter, law enforcement agency, or other social service agency indicating that the applicant needs housing due to physical abuse, or
 - (iii) Food Stamp Verification, if no other documentation is available.
7. Families are required to provide a Social Security Number (SSN) for each family members age six and older, who have been issued a SSN by the Social Security Administration (SSA) prior to admission. All members of the family defined above must either:
- a) Submit SSN documentation; or
 - b) Sign a certification if they have not been assigned a SSN. If the individual is under 18 years of age, the certification must be executed by his/her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled examination or the next rent change.
- Verification will be conducted through the provision of a valid Social Security card issued by the SSA.
- c) HACT will accept copies of the Social Security card only when it is necessary to verify by mail the continuing eligibility of participant families.

- d) If an applicant or tenant cannot provide his/her Social Security card, other documents listed below showing his/her SSN may be used for verification. He/she may be required by the Authority to provide one or more of the following alternative documents to verify his/her SSN, until a valid Social Security card can be provided.

These documents include:

- \$ Drivers license, displaying the SSN
- \$ Identification card issued by a federal, state or local agency
- \$ Identification card issued by an employer or trade union
- \$ Identification card issued by a medical insurance company
- \$ Earnings statements or payroll stubs
- \$ Bank statements
- \$ IRS Form 1099 or W-2 Form
- \$ Benefit award letters from government agencies
- \$ Medicaid cards
- \$ Unemployment benefit letter
- \$ Life insurance policies
- \$ Court records such as real estate, tax notices, marriage and divorce records, judgment or bankruptcy records
- \$ Verification of Social Security benefits with the SSA

- e) If the Authority verified Social Security benefits with SSA, the acceptance of the SSN by the SSA may be considered documentation of its validity.

- f) Provide an Employer Identification Number (EIN).

F. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide

Some applicants and tenants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide who resides in the unit. When an applicant or tenant can provide documentation to the satisfaction of the Housing Authority that a live-in aide is required and available, the following provisions shall apply:

1. The live-in aide must submit information as requested and be reviewed by HACT staff for eligibility under the Tenant Selection Criteria of this policy. If HACT determines an individual proposed as a live-in aide to be ineligible, the tenant or applicant may propose an alternate live-in aide for screening or may appeal HACT's determination as provided in the Informal Review Procedure (Appendix B).
2. *Unit Size Consideration.* The applicant or tenant and the live-in aide may each be allocated a separate bedroom.

3. The head of household is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the head of household.
4. If a violation of the provisions occurs, the live-in aide does not have rights to continue his/her occupancy as a remaining member of a household.

G. Tenant Selection Criteria

1. The applicant household must meet the Tenant Selection Criteria established by HACT to protect the rights and needs of the public housing communities for a decent, safe and livable environment. It is necessary to deny admission to public housing to those applicants whose habits and practices may be expected to have a detrimental effect on the tenants, the environment, or financial stability of the property.
2. *General Requirements.* The burden is on the applicant to demonstrate to the satisfaction of HACT that the applicant family is:
 - a) Willing to reliably discharge the financial obligations of renting a unit;
 - b) Willing to maintain the unit in a healthy, safe and secure condition;
 - c) Willing to live peacefully with neighbors in a residential community;
 - d) Willing to accept and abide by the terms of the lease agreement, attachments, addenda and all house rules; and
 - e) Willing to provide the Housing Authority with accurate and complete information on the application form or any other form or document required to determine initial eligibility, preference status, and continued occupancy for public housing. Failure or refusal to comply with this requirement or provision of falsified information is grounds for a determination of ineligibility and for termination of tenancy and eviction.
3. *Documentation.* The following information related to an applicant's potential future habits or practices will be used to determine if the applicant meets HACT's selection criteria:
 - a) The applicant's acceptable past performance in meeting financial obligations, especially rent and utilities. Positive or neutral references from the current landlord and prior landlords from the past five years (or longer if needed to get a minimum of two prior landlords) and neutral or better credit reports, together may constitute adequate evidence that the applicant household meets this criteria.

In determining an applicant's ineligibility based on a previous history of nonpayment of rent, the Housing Authority will consider whether:

- B** The applicant was residing in a substandard unit and was withholding rent payments pending repairs in a manner consistent with local ordinances; or
 - B** The record of nonpayment or frequent late payment was due to the applicant being required to pay excessive rent relative to his/her income and the applicant demonstrated responsible efforts to resolve the nonpayment problem.
- b) The applicant, members of the applicant household, guests or visitors do not have a record of disturbance of neighbors or destruction of property. Acceptable landlord references, personal references and police and court record reports showing that no household member, guest or visitor engages in these types of activities, together may constitute adequate evidence that the household meets this criteria.
 - c) The applicant or members of the applicant household do not have a record of housekeeping practices, which may adversely affect the health, safety or welfare of others, or cause damage to HACT property. Acceptable landlord references or satisfactory or better home visit rating may constitute adequate evidence that the household meets this criteria.
 - d) The applicant or any member of the applicant household does not have a record of criminal activity or drug-related criminal activity on the part of any household member that would adversely affect the health, safety or right to peaceful enjoyment of the premises by others. This includes, but is not limited to, crimes of physical violence and violence to property. Court records and police reports showing that no household member has a record of such activity may constitute adequate evidence that the household meets this criterion. If the Housing Authority uses the information to deny or terminate assistance, HACT must provide a copy of the information used.
 - e) The applicant or any member of the applicant household is not a former tenant of a public Housing Authority, or a former participant in a Section 8, program who had a record of lease violations or whose tenancy was terminated by the Housing Authority or private landlord. No previous tenant may be re-admitted unless all previous amounts owed have been paid to a public housing commission; however, payment of such debt does not necessarily entitle an applicant to eligibility under this section unless HACT has agreed, in writing, to grant eligibility upon payment of amounts due.

- f) The applicant is willing to accept and comply with the terms of the lease agreement and other related documents. Acceptable landlord references and a satisfactory or better home visit rating may constitute adequate evidence that the household meets this criteria.
- g) The applicant who is a first-time head of household must demonstrate, to the satisfaction of HACT, the ability to live responsibly on his/her own and the maturity necessary to do so. Indicators of maturity may include, but are not limited to, the applicant's school attendance record, financial history (such as bill payment), professional or volunteer work experience or other community service.
- h) The applicant has not misrepresented or falsified any information related to eligibility, preference status, selection criteria or income and has provided all information requested and required by HACT. If at any time during the tenant selection process it is determined that the household has provided information which is false or misleading, or has failed to supply HACT with any information or documentation required, the applicant household will be considered to have failed this criteria.
- i) There is no reasonable cause to believe that any member of the applicant household has exhibited a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol which interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents. Acceptable landlord and personal references and court and police record reports showing that no household member has exhibited these patterns may constitute adequate evidence that the household meets these criteria.

In evaluating applicant families under this criteria, HACT may consider information which demonstrates to the satisfaction of the Housing Authority that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- S** has successfully completed a supervised drug or alcohol rehabilitation program; or
 - S** has otherwise been rehabilitated successfully; or
 - S** is participating in a supervised drug or alcohol rehabilitation program.
- j) There is no evidence relating to previous habits or practices, which indicate that the applicant or any member of the applicant household would likely have a detrimental effect on the public housing community, if admitted.

4. *Verification Procedures.* HACT may use the following procedures to verify if the applicant meets the tenant selection criteria:
- a) *References from Current and Prior Landlords.* HACT will obtain references from current and prior landlords, if any, for the past five years (or longer, if needed, to get a minimum of two prior landlords). MMHC places great importance on the information obtained from these references, as prior landlords have relationships with prospective tenants that are similar to the relationship to be established with HACT.

HACT will attempt to obtain court records for evidence of evictions or judgments against members of the household. References from landlords who are related by blood or marriage are generally considered to be insufficient. In addition, HACT may schedule and perform a home visit and/or attempt to interview the current housing provider and others who are familiar with the behavior and abilities of household members.

- b) *Home Visits.* HACT staff will perform a home visit for applicants whose landlord references of acceptable credibility and quality are not available. The purpose of the home visit is to obtain information helpful in determining whether the applicant household meets certain of HACT's tenant selection criteria. HACT will consider the following factors in determining eligibility:
- (i) Condition of entranceways, halls and yards;
 - (ii) Cleanliness of each room used by the household, including rooms shared with other households, if applicable;
 - (iii) General care of furniture, appliances, fixtures, windows, doors and cabinets;
 - (iv) Evidence of destruction of property;
 - (v) Evidence of unauthorized occupants;
 - (vi) Evidence of criminal activity;
 - (vii) Conditions inconsistent with the information supplied in any application or other document submitted by the household;

Applicants will be given at least two days advance verbal notice of the home visit. If the results of the home visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests or other tenant-caused conditions or practices which would diminish the

applicant's ability to meet HACT's lease obligations, the applicant household will be considered to have failed HACT's tenant selection criteria.

- c) *Police and Court Records Check.* HACT will obtain or have the applicant obtain police and court records for all adult members of the applicant family for evidence of behavior that is relevant to the tenant selection criteria outlined herein.
- d) *Credit Reports.* HACT may obtain credit reports on all adult family members to determine the household's history of meeting financial obligations, especially rent and utilities. Lack of credit history will not, in itself, cause an applicant to fail this criteria.

5. *Sources of Information.* Sources of information that HACT may use include but are not limited to:

- a) Members of the applicant household;
- b) Present and prior landlords or housing providers;
- c) Home visits;
- d) Present and former neighbors;
- e) Present and former employers.
- f) Personal references;
- g) Credit bureaus;
- h) Landlord record services, where applicable;
- i) Social workers, school officials, drug and alcohol treatment centers, clinics, health care providers, clergy, and guidance counselors;
- j) Police departments, parole officers, court records; and
- k) Department of Economic Security, Internal Revenue Service.

6. HACT staff will be the final judge of what constitutes adequate and credible information. If there are sufficient doubts with respect to the veracity, credibility, or reliability of any information received, HACT retains the right to pursue alternative sources of information until satisfied that the information received is the best available.

7. In the event that HACT receives adverse and unfavorable information regarding an applicant's household, consideration will be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct and that certain undesirable behavior will not be repeated. In making this consideration, HACT shall consider all relevant circumstances including:
 - a) the severity of the potentially disqualifying behavior or conduct;
 - b) the amount of time which has elapsed since the occurrence of such behavior or conduct;
 - c) the degree of danger, if any, to the health, safety, and security of others, to the security of the property of others, or to the physical conditions of the housing development and its common areas if the behavior or conduct recurred;
 - d) the likelihood that the behavior or conduct in the future will be substantially improved.
8. Applicants who fail any of the Tenant Selection Criteria will be sent a Notice of Rejection. For a period of one (1) year from the Notice of Rejection, such applicants will be considered ineligible for housing with the HACT and will be removed from the waiting list. After the one-year period, these applicants may reapply for housing with the HACT, subject to all conditions outlined herein. See Appendix B for Informal Review Procedures.
9. The Housing Authority shall maintain a record of all applicants determined ineligible as a result of the failure to meet its Tenant Selection Criteria with an indication of the specific reason(s) for the determination of ineligibility.

III. APPLICATION FOR ADMISSION

A. Application Intake

HACT will accept applications for admission to HACT housing only during publicly announced time periods during which all interested persons may apply. Applications will be accepted at the office located at Route 1, Box 1374, Thayer, MO, during specified dates and business hours. Persons with disabilities that prevent them from applying in person may call HACT to make special arrangements for completing the housing application. Reasonable accommodations will be made upon request to HACT for persons with visual and hearing disabilities.

When the number of applicants who can be served within a reasonable period of time is reached, the waiting list(s) may be closed by unit size and/or housing type. Notice of opening and closing of the waiting list(s) shall be made in a newspaper of general circulation and announced by other suitable means. When the waiting lists for one or more unit sizes or housing type are to be reopened, the Housing Authority will clearly state in the public announcement the procedure to be employed to determine the position of each applicant on the waiting list.

B. Criteria for Placement on Waiting List

An applicant will be assigned to the appropriate waiting list(s) according to the policies for federally assisted housing outlined below. The applicant will be notified of their assigned application number and how to check their status on the waiting list(s) as well as further information on the housing program and its requirements.

Applicants will be placed on the waiting list based upon:

1. Date and time of applications
2. Unit size and type needed
3. Local preferences

C. Maintaining an Active List

The pool of active applicants will be kept current by requiring each applicant to inform the Housing Authority at least once annually of continued interest. HACT will send an update letter to the applicant, requiring the applicant to submit a form indicating continued interest and any updated information, such as change of address or household information within ten (10) days. If the applicant fails to respond within that time frame, the applicant's name will be removed from the waiting list.

D. Responsibility to Report Changes

Applicants on the waiting list must also report to the Housing Authority any changes in income, preference status, family composition, address or any other information provided on the preliminary application as they occur. Any such changes could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

E. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply. Any applicant removed from the waiting list by HACT will be notified in writing of the reason(s) for removal. Such notification shall inform the applicant of his/her right to an informal review of the determination and will be made part of the application record. The Housing Authority will provide the applicant, upon written request, within ten (10) days from the date of the notification, an opportunity for an informal review of the determination of removal from the waiting list.

F. Record Keeping

The Housing Authority will keep a copy of each application received. For each applicant, the Housing Authority will document its determination that the applicant is eligible and meets admission standards, or is ineligible and does not meet admission standards, or is removed from the waiting list for any other reason. The Housing Authority will also maintain a record of the dwelling unit(s) offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during his/her participation in the program. Inactive files will be maintained for a minimum of three years from the date of final action. Waiting list information will contain race or ethnic designation of the head of household.

G. Eligibility Determinations

Applicants will be placed on the waiting list based on information provided on the preliminary application form.

1. *Preliminary Application Form*: HACT shall utilize a preliminary application form (pre-application). The purpose of the pre-application is to permit the HACT to assess family eligibility or ineligibility and to determine placement on the waiting list. Duplicate pre-applications, including applications from a segment of an applicant household, will not be accepted. Ineligible applicants or incomplete applications from applicants will not be placed on the waiting list. With the exception of the preference

for emergency status (see below), preferences will not be verified until the applicant has been invited in for final eligibility determination.

2. *Emergency Status Preference:* For an applicant claiming eligibility for emergency status preference either at the time of application or subsequently, HACT will review an application for emergency preference to determine eligibility. Those applicants who do not appear eligible for emergency status, as determined by the information provided on the written application and accompanying documentation, will receive written notification of the staff determination. For those applicants who appear eligible, HACT staff will review and investigate the circumstances of the emergency and make a recommendation of eligibility to the Executive Director or his/her designee. An applicant will receive emergency status preference only upon the approval of the Executive Director.
3. If an applicant is determined to be ineligible for placement on the waiting list based on the information provided in the pre-application, the HACT will notify the applicant in writing, state the reasons, and inform the applicant of his/her right to an informal review in accordance with Appendix B.
4. *Final Eligibility Determination:* When HACT staff estimate that a unit will become available within the next several months applicants, in waiting list order, will be invited to attend an interview and submit an application for final eligibility for housing, after which the formal verification process and resident selection process will commence.
5. *Verification of Final Eligibility Determination:* Each applicant household shall be required to provide all information and authorizations necessary to enable HACT to verify the applicant's qualification for preference status, income eligibility, household composition and conformance to the Housing Authority's Tenant Selection Criteria.
 - a) The qualification for preference(s) must exist at the time the preference(s) is (are) verified, regardless of the length of time an applicant has been on the waiting list because the preference is based upon current status. If the applicant fails to qualify for the preference claimed, his/her placement on the waiting list will be modified to reflect the current preference(s) and the application will be treated accordingly.
 - b) Information may be required for any or all household members. Verification shall be from third party sources whenever possible. However, the applicant shall not be penalized either by denial of admission or by unreasonable delay of placement solely because third party sources have failed to respond to requests for information. When the applicant and HACT have made all reasonable efforts to obtain information and the third party source has failed to respond, HACT shall proceed with the processing of the application using the best available information.

- c) Each applicant household shall have an interview with a member of the management staff. Every member of the applicant household should be present at the office visit except if there are extenuating circumstances as determined by the HACT.
6. HACT shall require the applicant to:
 - a) Sign all forms necessary to determine eligibility and suitability;
 - b) Provide verification of income, assets, exclusions and deductions from income;
 - c) Provide verification of family size, age and relationship;
 - d) Disclose the Social Security Numbers of all family members six (6) years of age and older;
 - e) Provide citizenship information and verification;
 - f) Provide the names and addresses of the applicant's current and previous landlords for the past five years (or longer if needed to get a minimum of two prior landlords);
 - g) Provide the most recent six (6) month rent receipts where appropriate;
 - h) Provide any other information HACT determines is necessary to determine eligibility for HACT housing (See Chapter II, D).
7. All verifications and documentation received by HACT for use in the determination of eligibility for housing will be analyzed by staff and a determination made with respect to:
 - a) Eligibility of the applicant family based on the requirements outlined in Section II of this policy;
 - b) Housing type and unit size requirements;
 - c) Eligibility of the applicant with respect to preferences claimed;
 - d) Eligibility of the applicant family with respect to the Tenant Selection Criteria outlined in Section III.
8. Applicants determined to be ineligible for HACT housing will be promptly notified and will receive a Notice of Ineligibility from the Housing Authority stating the basis for this determination. HACT will provide such applicants with the opportunity for informal

review of the decision in accordance with the HUD regulations and the procedure for informal hearing contained in Appendix B of this policy.

9. Applicants with disabilities who have been determined to be eligible but who fail the Tenant Selection Criteria will have their cases examined by HACT to determine whether mitigating circumstances or reasonable accommodations will allow them to be housed in accordance with the selection criteria outlined herein.
10. *Changes in Unit Size Determination.* If, during the final eligibility determination, or at any other time prior to placement, it is determined that the family's composition has changed making the family eligible for a different size unit, the family's application shall be placed on the waiting list for the new unit size based on the original date of the family's pre-application.
11. *Changes in Preference Eligibility.* If during the final eligibility determination, or at any other time prior to placement, it is determined that a family's eligibility for preference has changed, the family's application shall be placed on the waiting list based upon the original date of application.

IV. SELECTION FROM THE WAITING LIST

A. Overview

For federally-assisted public housing, all eligible applicants will be assigned to the waiting list according to the date and time of application, unit size and type required, and preference status as described in Sections B and C below.

B. Income Targeting

In each fiscal year, HACT shall reserve a percentage of its new admissions for families who are extremely low-income. An extremely low-income family is one whose annual income does not exceed 30% of area median income. The goal shall be 40% of new admissions.

The intent of income targeting requirements is to maintain a tenant body in each of HACT's federal developments composed of families with a broad range of incomes and rent paying ability. HACT strives to reflect the range of incomes within Thayer.

HACT will monitor admissions to its federally-assisted public housing units at the end of each quarter during the fiscal year. If, at the end of any quarter, extremely low-income families make up less than 40% of admissions for the fiscal year to date, HACT will give priority to extremely low-income families in each of the established preference categories until extremely low-income admissions make up 40% of admissions. Giving priority to extremely low-income families may require skipping families on the waiting list to accomplish HACT's stated goals.

C. Local Preferences

1. *Criteria:* HACT has established the following local preferences:

- a) *Resident.* An applicant who lives and/or works in Thayer at the time of application and placement will qualify as a resident and be assigned preference points. Applicants who are working or who have been notified that they have been hired to work in Thayer will also qualify as residents with adequate proof of pending employment. An applicant will lose resident preference if he/she moves out of Thayer or terminates employment in Thayer prior to placement.
- b) *Emergency Status.* Applicants will qualify for emergency status and will be assigned preference points if they have been and continued to be displaced from their housing due to:
 - i) *Natural Disaster.* The applicant, through no fault of his/her own or relatives or friends with whom the applicant has been living, has been

displaced and is without housing due to a natural disaster such as earthquake, flood, or some other disaster declared and formally recognized under disaster relief laws.

ii) *Public action.* The applicant is without or about to be without housing due to urban renewal or other public improvement projects.

iii) *Public condemnation.* The applicant is without or about to be without housing due to a public health agency's enforcement of state or local sanitary codes provided that:

S the applicant, relatives or friends with whom the applicant has been living, has not caused or substantially contributed to the conditions which gave rise to the condemnation;

S the applicant and the public health agency have used all code enforcement powers and judicial proceedings to force repair by the landlord and/or require the landlord provide alternative permanent or temporary housing for the applicant;

S the cause of the condemnable conditions were not present at the time the applicant moved into the housing unit;

S Applicants who find permanent replacement housing before an offer of housing is made from HACT will no longer be eligible for emergency preference.

iv) *Severe Medical Emergency.* An applicant or member of the applicant's household is applicable if he/she has a serious medically determinable illness which is or is expected to be of long term duration and if his/her living condition would be substantially improved (over what would be reasonably available in private housing) by a suitable housing unit, provided that the applicant has exhausted all reasonable alternatives.

c) *Graduate/Participant in Training and Education.* Applicants whose head of household is a recent graduate (within two years) or an active participant in an educational and/or training program designed to prepare the person for the job market will qualify for local preference points.

d) *Working family.* Applicants, whose head of household, spouse or co-head is employed and has earned income, or is elderly or disabled, will qualify for local preference points. An applicant household will be eligible for one allotment of points for this preference category regardless of the number of employed, elderly, disabled or combinations thereof in an applicant's household. An

applicant will lose the employed preference if he/she becomes unemployed prior to placement.

- e) *Other Applicants.* Applicants who do not qualify for any other type of local preference category will be considered an “other applicant.”

2. *Points.* HACT will assign local preference point values as follows:

Local Preferences	Point Value
Resident	5
Emergency Status	4
Graduate or Participant in Training/Education	3
Working Family	2
Other Applicant	0

Preference points shall be cumulative, and housing preferences shall be determined based on the numbers of points and the date of application.

3. *Verification.* HACT shall require all applicants to verify qualification of local preferences as follows:

- a) *Resident.* HACT will accept employment verification, a landlord reference or a preponderance of evidence by other means, such as utility bills, school registration records and home visits as proof of local residency.
- b) *Emergency Status.* The applicant, to be considered for an emergency preference, must provide the following verifications:
 - i) *Natural Disaster.* The applicant must submit, to the satisfaction of the HACT, third party verification of the disaster from local agencies, relief agencies, etc., detailing the nature and extent of the disaster. Such verification must permit MMHC to determine that the disaster was not caused by the negligence or intentional act of the applicant or any relative or friend with whom the applicant was living.
 - ii) *Public Action.* The applicant must submit, to the satisfaction of the HACT, a certification from a unit of government concerning displacement due to public action.
 - iii) *Public Condemnation.* The applicant must submit, to the satisfaction of the HACT, the condemnation order of the local enforcement agency,

evidence that all code enforcement powers and judicial proceedings were employed to force repair and/or other remedy by the landlord, and proof that the condemnable conditions were not caused by the applicant or any relative or friend with whom the applicant was living. If the HACT is unable to obtain acceptable third party verification that the condemnation was not caused by the negligence or intentional act of the applicant, relative or friend with whom the applicant was living, HACT may find the applicant ineligible for this preference, especially in the case of fires.

- iv) *Severe Medical Emergencies.* The applicant must submit, to the satisfaction of the HACT, verification from an attending physician of the serious medically determinable illness, document that the condition would be substantially improved by a public housing unit, and evidence that he/she has exhausted all other reasonable housing alternatives.

Only the Executive Director can approve an applicant for emergency preference.

- c) *Graduate/Participant in a Training and Education Program.* HACT will accept a certificate or letter from an accredited or locally recognized training or education program designed to prepare the person for the job market as proof of qualification for this preference.
- d) *Working Family.* HACT will accept verifications from employers that indicate that the applicant is currently employed. For elderly, HACT will accept birth certificates or other generally accepted proof of age. For disabled, HACT will accept a certification from the applicant's regular medical provider, or by verification that the head of household or spouse is receiving Social Security Disability or Supplemental Security Income Disability.

D. Offer of a Unit

1. Units will be offered to the applicant with the highest preference points and earliest application date for that housing type and bedroom size. If the applicant rejects the offer, the applicant's name will be taken off the waiting list.
2. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of HACT that one of the following circumstances apply:
 - a) The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily.
 - b) The applicant is unable to move at the time of the offer because of serious and unusual circumstances that are beyond the applicant's control, and the applicant

presents clear evidence that substantiates this to HACT's satisfaction.

Examples:

S A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;

S A court verifies that the applicant is serving on a jury that has been sequestered.

c) Accepting the offer would result in undue hardship to the applicant not related to considerations of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to HACT's satisfaction.

3. An applicant must respond to, and accept or reject the offer within five (5) business days from the date the offer is made. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy or fails to respond to written correspondence from the Housing Authority within five (5) days, for a nonjustifiable reason, such failure shall result in removal from the waiting list. The person may reapply at a time that applications are being accepted. However, an applicant will not be eligible for any preference points for a 12-month period commencing on the date the offer is rejected or the applicant failed to respond.

V. UNIT SIZE AND OCCUPANCY STANDARDS

A. Appropriate Unit Size

It is the policy of HACT to ensure that the dwelling units are occupied by families of the appropriate size. The following chart outlines the allowable number of occupants per bedroom based on HUD guidelines:

No. of Bedrooms	No. of Persons Min.	No. of Persons Max.
1	1	2
2	2	4
3	3	6

B. Factors in Dwelling Size Determination

Dwelling units will be assigned so that it will not be necessary for persons of different generations or opposite sex (other than married or co-habiting couples) to share a bedroom. Two children of the same sex may be required to share a bedroom regardless of age and children of the opposite sex may be required to share a bedroom if one is under the age of three. Children shall generally not be required to share a bedroom with a parent; however, one child, age two or younger, may share a bedroom with one parent if there are no larger units available for the family. Assignment will take into consideration households who share joint custody of any individual under the age of 18 years at least 50% of the time. Foster children shall be considered in determining dwelling unit size. No unit assignments will be made which require use of the living room for sleeping.

C. Bedroom Size Determination for Single Pregnant Individuals

When making bedroom size determinations, a single individual with no other children, who is pregnant at the time of application or who is in the process of securing legal custody of any individual under the age of 18, will be housed in a two-bedroom unit. HACT may require verification of pregnancy by a licensed physician. If the pregnancy is terminated or legal custody is not granted, the applicant would no longer qualify for a two-bedroom unit but would be considered for a one-bedroom unit.

D. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for HACT housing. Reasonable exceptions to the standards listed above may be made in emergency situations, and in some cases, relationship, age, gender, health, or disability of family members may warrant assignment of a larger or smaller unit by HACT staff or at the request of the applicant family. The Executive Director or his/her designee will make written approval of exceptions.

E. Requirements for Live-In Aide

Any applicant or tenant who requires a live-in aide, responsible for the daily essential care and well-being of a family member, will be assigned a bedroom to accommodate this aide, provided that the applicant or tenant can show documentation to support the fact that the live-in aide would not be living in the unit except to provide necessary supportive services. A live-in aide will not be listed on the lease and does not have rights to the unit for continued occupancy as a remaining family member.

F. Handicap Accessible Units

When an accessible unit becomes available, HACT shall offer the unit in the following order:

1. To current HACT disabled or handicapped tenants who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.
2. To eligible and qualified households on the waiting list who have a disability or handicap and would benefit from the unit's accessibility features based upon local preference points and the date and time of the application. This is despite the presence on the waiting list of households with preferences and/or earlier application dates who do not require the specific accessibility features of the available unit.
3. To other eligible and qualified households on the waiting list without disabilities. In this case, the household must agree, in writing, to transfer to a nonaccessible unit at the request of the Housing Authority.

VI. LEASE

A. Lease Execution

At admission, a Lease Addendum for Drug-Free Housing and a Pet Agreement, if applicable, is to be contracted between the Housing Authority and each tenant family. The lease shall be for a 12-month period and is automatically renewable except for failure to comply with the eight-hour service requirement discussed in Section C below. The dwelling lease is to be kept current at all times and is to reflect rent being charged and the conditions governing occupancy.

1. If, for any reason, a signer of the lease ceases to be a member of the tenant family, the lease will be canceled, and a new lease and Pet Agreement, if applicable, must be executed and signed by a remaining member of the family who qualifies and is determined to be eligible for continued occupancy by HACT.
2. If a tenant family transfers to a different unit operated by the Housing Authority at the sole discretion of HACT, the existing lease may be canceled and a new lease and Addendum for Drug Free Housing and Pet Agreement, if applicable, executed by the head of household and co-head, if one, for the dwelling unit into which the family is to move.
3. If at any time during the life of the lease, a change in the tenant's status or HACT needs results in the need to change or amend any provision of the lease, or if the Housing Authority desires to waive any provisions with respect to the tenant, the HACT, at its sole discretion, will have either:
 - a) The existing lease canceled and a new lease agreement executed; or
 - b) An appropriate amendment prepared and made a part of the existing lease. The new lease amendment is to be made a part of the permanent tenant file. A lease amendment is to be attached to the existing lease and must be signed by both the tenant and a Housing Authority representative.

B. Security Deposits

The Housing Authority will comply with Missouri state law, including requirements for: amount of security deposit, exemption from attachment and execution, payment of security deposit and interest at termination of tenancy, action to reclaim security deposit, escrow deposit, payment of interest, investigation of complaints, and penalties. A security deposit equal to \$100 will be required for all tenants.

1. The security deposit is to be paid in full immediately upon execution of the lease. Security deposits will be held on account by the Housing Authority in accordance with applicable state law.
2. Concerning the payment of the security deposit at the end of tenancy, HACT shall pay to the tenant or former tenant the amount of any security deposit that was deposited by the tenant with the Housing Authority less the value of any damages suffered as a result of a tenant's failure to comply with such his/her obligations.
3. Upon termination of tenancy, the tenant must notify HACT in writing of his/her forwarding address. Within 30 days after termination of tenancy, the Housing Authority shall deliver to the tenant or former tenant either:
 - B The full amount of the security deposit; or
 - B The balance of the security deposit paid by the tenant after deductions for any damages suffered because of his/her failure to comply with the tenant's obligations, together with a written statement itemizing the nature and amount of such damages.
4. If a tenant fails to notify HACT of the his/her forwarding address at the time of move out, the tenant forfeits his/her claim to any remaining amounts of the security deposit not used to cover unpaid rent and charges or damage.

C. Eight Hour Service Requirement

The Quality Housing and Work Responsibility Act of 1999 (QHWRA) effective October 1, 1999, with important exceptions, requires public housing residents to participate for at least eight (8) hours a month, in a community service or economic self-sufficiency program. This requirement invokes a provision requiring one (1) year public housing leases to be automatically renewable except for failure to comply with community service requirements.

The list of exemptions provided in the QHWRA includes adults who are 62 years of age or older, persons with disabilities, persons engaged in work activities (as defined by section 407(d) of the Social Security Act), and persons participating in a welfare-to-work program, or receiving assistance from and in compliance with a state program funded under part A, Title IV of the Social Security Act or members of families receiving such assistance. For purposes of the community service requirement, an adult is a person 18 years or older).

At the time of initial admission to federal public housing, the Authority will determine and document which adults are exempted from this requirement. Documentation of exempted status will be placed in the resident file. The same standards for verification of exempted status will be used as with other information pertaining to eligibility and tenant selection.

Residents not exempted will be informed of the requirements and provided with a list of approved community service and self-sufficiency activities. Staff will work with each non-exempt resident to determine how each month's requirements will be met and a plan developed that will be placed in the resident file.

Residents may request a change in their status during the year by contacting the property manager. For example, a formerly unemployed adult who finds work may request a change in status from the property manager.

D. Tenant Orientation

Eligible applicants selected for admission will be required to participate in a mandatory orientation program conducted by HACT to acquaint new tenant families with the Authority's policies and procedures. Such policies and procedures include dwelling lease, maintenance procedures, services provided by HACT, resident initiative activities, grievance procedures, tenant rights, responsibilities and obligations, the rent collection policy, and the operation of heating, cooling, and plumbing equipment in the units.

Failure to attend a scheduled orientation session without notice to HACT will result in the family's application being placed in the inactive file and the household may be required to reapply for HACT housing.

E. Dwelling Unit Inspection Policy

- A. *Pre-occupancy.* Prior to occupancy, a HACT representative and the tenant, or his/her representative, will inspect the premises. HACT will furnish the tenant with a written statement of the condition of the premises and the appliances provided in the dwelling unit, where appropriate. The statement will be signed by HACT's representative and the tenant, or representative, and a copy will be kept in the tenant's file.
- B. *Two Month.* An inspection of the dwelling unit may be conducted two months after a tenant's move-in date to check needed maintenance, tenant housekeeping, and other lease compliance matters. HACT will furnish the resident with a written statement of any charges, if any, for repairs or removal of non-approved alterations to the apartment.
- C. *Annual.* An inspection of each dwelling unit will be conducted on at least an annual basis to check needed maintenance, tenant housekeeping, and other lease compliance matters. HACT will furnish the resident with a written statement of unit conditions and charges, if any, for repairs or removal of non-approved alterations to the apartment.

- D. *Special Inspections.* Representatives from HUD and/or other US government officials may visit the Authority to monitor operations and as part of the monitoring, may inspect a sampling of the federal public housing inventory.
 - E. *Move-Out.* Immediately after a tenant moves out, a HACT representative will inspect the dwelling unit. The tenant is encouraged to participate in this move out inspection, and must contact the management office prior to moves out to schedule the joint inspection. A written statement of the unit conditions and any HACT-provided appliances must be signed by both parties.
 - B A statement of repair/replacement charges for damages caused by the tenant and for cleaning of the unit and appliances, if necessary, will be furnished to the tenant and charges deducted from his/her security deposit if prompt remittance is not made to HACT.
 - 6. HACT, in its sole discretion, may randomly and periodically inspect units when it believes there are reasonable grounds for an inspection.
 - 7. A copy of the move-in and/or move-out, two-month and housekeeping inspection reports will be kept in the tenant files.
 - 8. Annual Unit Inspections and Preventive Maintenance (PM) inspection forms will be kept in the unit maintenance file.
- F. Rent, Other Charges, and Rent Adjustments
- 1. *Rental Payments*

Family choice of rental payments. HUD regulations provide that families in public housing can elect annually whether the monthly rent is a flat rent or income-based rent. Flat rents are set by HACT based on the rental value of the unit. Income-based rents are calculated based on the level of the resident's income and shall be the higher of 10% of income, 30% of adjusted income, the housing portion of the welfare rent, or the minimum rent.

Families experiencing hardships may switch from paying flat rents to income-based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must have income and family composition reviewed annually.
 - 2. *Minimum Rent.* For its federal low-rent housing program, HACT has established \$25 as its minimum Total Tenant Payment (TTP).

3. *Flat Rents.* HACT, in compliance with HUD regulations, has implemented flat rents for its public housing units, using the Fair Market Rents (FMRs) for the area or other permissible means in the best interest of HACT. Families may elect to pay a monthly flat or income-based rent.
4. *Utility Allowance.* Any family living in a federally-assisted development whose allowance for tenant paid utilities exceeds the TTP will receive a payment from the Housing Authority equal to the amount by which the allowance exceeds the TTP.
5. *Maintenance Charges.* Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. The Housing Authority will notify tenants, in writing, when such charges are assessed. These charges shall become due and payable 14 days after such notice has been given to the tenant. A copy of all work orders for tenant abuse of the unit or its equipment are filed in the tenant file.
6. *Excess Utility Charges.* A schedule of charges for excess utilities shall be publicly posted in a conspicuous place in the complex office and shall be furnished to applicants and tenants upon request. The Housing Authority will notify tenants of these charges and they shall become due and payable 14 days after such notice has been given to the tenant.
7. *Late Charges.* Attorney, sheriff and court fees and costs shall be assessed when rent or other charges are not paid on or before the 5th day of the month for any violation. This charge is due and payable 14 days after written notification by HACT.

VII. REEXAMINATION OF INCOME AND FAMILY COMPOSITION, ADJUSTMENTS AND OTHER ANNUAL REQUIREMENTS

A. Reexamination Procedures

1. The income, allowances and family composition of tenant households electing an income-based rent shall be reexamined at least once a year in accordance with an established reexamination schedule. Residents electing to pay a flat rent shall have family composition reexamined annually and income reexamined every three years. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy, and the required unit size. The Housing Authority follows all pertinent HUD regulations in its completion of reexaminations.
2. In advance of the scheduled reexamination effective date, the head of the tenant household and spouse shall be notified by mail that they are required to participate in an interview, provide all specified information, and sign the required certification forms and the Authorization for Release of Information form.

In the event that a tenant household fails to keep the scheduled reexamination appointment or promptly submit all necessary information, he/she shall be given ten (10) days from the date of written notification to provide HACT with the required information.

In the event the tenant fails to participate in the interview and/or to provide information required by HACT, the Housing Authority may establish the tenant's rent based upon local market rents or actual operating costs, whichever is higher, until the matter is resolved and/or terminate the tenant from the program.

Employment and income data, assets, full-time student status, medical expenses, child care expense, and handicapped assistance expenses will be verified, documented and placed in the tenant's folder.

Third party written verifications will be obtained whenever possible. When the HACT and tenant household have made all reasonable efforts to obtain third party written verifications, documents obtained from the tenant and photocopied is an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, Housing Authority staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. Oral third party verifications are also acceptable, if properly documented. When such documents cannot be photocopied or orally verified, HACT will proceed with processing using the best possible documentation and information available. All verifications will be maintained in the tenant's folder. Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

3. *Determination of Compliance with Service Requirements.* The Authority will determine on an annual basis whether adult residents subject to the eight (8) hour per month service requirement are in compliance. Staff will also determine if adult residents originally exempt from the requirement have become non-exempt (see Section VI). Adult residents who, because of the annual review, are determined to be non-exempt will be provided with a list of HACT approved community service and self-sufficiency activities and a Plan shall be developed and placed in the resident file. For residents paying a flat rent, the review will be performed and appropriate action taken by the property manager 12 months after the initial status determination and every 12 months thereafter.

If a resident is determined to be non-compliant with the monthly service requirement, the adult resident will be allowed to cure the non-compliance by making up the deficient hours over the next 12-month period. The non-compliant adult and the head of household will be required to sign an agreement that continued non-compliance will result in the eviction of the entire family, unless it is proven to the satisfaction of HACT that the non-compliant adult is no longer a member of the household.

4. *Temporary Rent Determinations and Special Reexaminations.* When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or reexamination, a temporary determination of income and rent will be established, giving due consideration to the tenant's past income and other available information. An interim reexamination will be scheduled to take place within 30 days for most households, and within 90 days for households where annual income is zero or difficult to predict. The tenant is to be notified in writing of the date of the special reexamination.

Special reexaminations will continue to be scheduled until a reasonable estimate of the adjusted income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing adjusted income.

If the total family income can be reasonably estimated at the time scheduled, the reexamination is to be completed and actions taken as appropriate to adjust the tenant rent amount.

5. *Changes in Rent*
 - a) Limit on rent increases.
 - i) Federal housing regulations preclude HACT from increasing a qualified family's rent as a result of an increase in income due to employment during

the 12 month period beginning on the date a member of the family is employed or experiences an increase in annual income due to employment. A qualified family is a family currently living in public housing whose:

- \$ annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or
 - \$ annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
 - \$ annual income increases as a result of new employment or increased earnings of a family member, during or within six (6) 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 HACT in consultation with the local TANF and Welfare to Work agencies.
- ii) During the second 12-month period after employment or increase in employment income, HACT will exclude 50% of any increase in employment income over the initial income (prior to the beginning of employment) when calculating the family's annual income.
 - iii) Maximum four-year disallowance. HACT will limit the disallowance of increased income of an individual family member outlined in (i) and (ii) above to a lifetime 48 month period. The disallowance of increased income is limited to a maximum of 12 months under (i) and a maximum of 12 months under (ii) above, during the 48 month period beginning from the initial exclusion.
 - iv) This disallowance of increases in income as a result of employment does not apply for purposes of admission to the public housing program (including the determination of income eligibility and income targeting).
- b) *Loss of Welfare Benefits.* If a family's welfare benefits are reduced, in whole or in part, for a family member because of fraud or because of a welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, HACT will not reduce the rent to reflect the lost benefit. HACT will include in the family's annual income for purposes of determining rent, an imputed welfare income. Imputed welfare income is the amount of annual income not actually received by

a family as a result of a welfare benefit reduction, which is included in the family's income for purposes of calculating rent.

HACT will request from the welfare agency the amount and term of any specified welfare benefit reduction for a family member and will use this information to determine the amount of the imputed welfare income for a family.

- S HACT may deny a request for a rent calculation only after obtaining written verification from the welfare agency that the family's benefits have been reduced for one of the reasons stated above.
- S Residents subject to the imputed welfare income requirement who disagree with the determination may request a grievance hearing in accordance with HACT's Grievance Procedure. The tenant is not required to pay an escrow account deposit for the portion of the tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- S This restriction does not apply if the reduction in benefits is a result of:
 - The expiration of a lifetime limit on receiving benefits; or
 - A situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a duration time limit such as a cap on welfare benefits for a period of no more than two years in a five-year period); or
 - HACT will not include imputed income in the annual income of a family who was on the waiting list at the time the sanction was imposed by the welfare agency.
- c) Increases in rent shall be effective on the scheduled reexamination date, with 30 days advance notice, provided the tenant has complied with all reporting requirements. When the tenant has failed to attend interviews or to provide required information, the Housing Authority may increase the rent retroactively to the reexamination date. The balance of such retroactive rent adjustments must be paid within ten (10) days of notification. Retroactive charges shall not be made when delays are solely the fault of HACT.
- d) Decreases in rent shall take effect on the first of the month after the month in which the change was reported and verified.

B. Eligibility for Continuing Occupancy

Only those tenants meeting all of the following requirements will be considered eligible for continued occupancy:

1. Qualify as a family or the remaining member of a tenant family.
2. Have exhibited appropriate conduct since residing in public housing including:
 - S Having not interfered with other tenants in such a manner so as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;
 - S Having not adversely affected the physical environment of the community;
 - S Having not adversely affected the financial stability of the development;
 - S Having not illegally used a controlled substance or engaged in drug-related criminal activities on or off the premises; and
 - S Having not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol.
3. Have abided by the terms and conditions of the lease and the Drug-Free Housing Addendum and any other addenda to the lease.
4. Have signed any required new or existing lease addenda such as the Drug-Free Housing Addendum.
5. Have complied with the Eight-Hour Per Month Service requirement, if applicable. HACT will determine on an annual basis whether non-exempt residents are in compliance.

C. Interim Reexaminations

- 1 *Reasons for Interims.* Any of the changes listed below must be reported to HACT Management within ten (10) days of their occurrence. Failure to report changes as required may result in a retroactive rent charge and/or eviction of the tenant. Tenants must report the following:
 - a) All HACT residents must report any change in household composition.
 - b) Tenants may report the following changes which would result in a decrease in the family's rent:

- (i) Decrease in income expected to last at least 30 days; and
 - (ii) Increase in allowances or deductions.
- 2 An interim examination may also occur should it be found that the tenant has misrepresented the facts upon which the family's rent is based, so that the rent being paid is less than what should have been charged.
- 3 *Effective Dates.* For interim reexaminations, increases in rent shall become effective on the first day of the second month following the month the change was reported, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes a reexam. Decreases in rent shall take place on the first day of the month following the month in which the change is reported and verified. The effective dates of changes that are not reported in a timely manner are covered in #4 below.
- 4 *Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes* (in the interest of brevity, the word "error" is used in this section to represent errors, omissions, misrepresentations, and failure to report changes). If an error in rent is revealed at any time, an appropriate adjustment will be made to correct the error as follows:
- a) Errors which are the fault of the tenant:
 - S Increased rent shall be retroactive to the first day of the month following the date the change occurred.
 - S Decreased rent shall be effective on the first day of the month following the month the change was reported.
 - b) Errors not the fault of the tenant:
 - S Increased rent shall be made effective the first day of the second month following the date the error was discovered.
 - S Decreased rent shall be made retroactive to the date of the rent adjustment in which the error occurred.

D. Changes in Household Composition

- 1. The tenant is required to report, in writing, any change in household composition within ten (10) days of the change.
- 2. A newborn child, an adopted child under 10 years old, or a child under 10 years old for whom custody has been awarded by a court to the head of the household or the

spouse, may be added to a tenant's lease. No other new household member may be added to the tenant's lease unless and until that person has provided the required information to the Housing Authority and been determined eligible for admission according to the guidelines specified in Section II of this policy and a unit of the appropriate size is available. The Housing Authority has the right to deny admission to any person found to be ineligible.

3. A tenant must provide documentation as required by HACT when reporting that a family member has vacated the household. In the case of an income producing household member, or any member which the HACT has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, HACT will require at least two documents verifying the new address of the departing family member or other evidence deemed acceptable by HACT. Utility bills, a driver's license, an automobile registration, employment verification, a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Section VIII). A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required to be placed on the transfer list until the effective date of the family's next annual reexamination.

E. Visitors

Tenants will be allowed to have visitors for a period of up 14 cumulative days in any one calendar year (12-month period), except in the case of a family member requiring care during illness or recuperation from illness or injury as certified by a physician. Written permission must be obtained from the Housing Authority for any deviation from the occupancy standards listed in this policy.

VIII. UNIT TRANSFERS

A. Introduction

1. Transfers of tenants from one unit to another will be approved solely in accordance with this policy.
1. Transfers shall be made without regard to race, creed, color, gender, familial status, disability or national origin.
2. Tenants shall not be transferred to a dwelling unit of equal size except for transferring a non-handicapped family residing in a handicap-accessible unit or for alleviating hardships or other undesirable conditions as determined by the Executive Director or designee.
3. Transfers will only be made when tenants are not delinquent in rent, have good housekeeping habits, have not caused damage to the current unit being occupied, and do not have long standing charges remaining outstanding on their accounts.
4. Transfer requests shall be placed on a transfer list in the order of the date the request is approved. All transfer requests shall be reviewed by the Manager and Executive Director or his/her designee. Separate transfer lists shall be maintained for each development; however, a master listing of transfer requests shall be maintained at the main office of the Housing Authority.
5. With the exception of transfers related to modernization activity or in the case of an emergency, a tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment.

B. Type of Transfers

The HACT has three types of transfers: Emergency - Category 1, Administrative - Category 1, and Administrative - Category 2.

1. *Emergency Transfers, Category 1*, are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by HACT. Emergency transfers sites or between sites may be made to repair unit defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, to protect members of the household from attack by the criminal element in a particular property or neighborhood. These transfers shall take priority over new admissions.

2. *Administrative Transfers, Category 1*, include transfers within or between sites to alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires a unit with accessible features to occupy such a unit, remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency), or provide housing options to residents who are victims of hate crimes or extreme harassment. These transfers shall take priority over new admissions.
 - a) Requests for transfers under Category 1 will be made to the Manager. The resident will provide the Manager with the necessary verification and/or documentation to substantiate the need for a transfer. Whenever feasible and appropriate, transfers will be made within a resident's development. Transfers may also be initiated by HACT.
3. *Administrative Transfers, Category 2*, within or between sites may be made to correct occupancy standards (i.e. over/under housed conditions), or to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not automatically take priority over new admissions.
4. Category 2 administrative transfers will be processed with new admissions using a ratio of one transfer for every five new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on the vacancy rate. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.
5. Transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housing conditions.
6. Residents residing in over/under housing conditions will be advised within 30 days of the annual or interim reexamination that a transfer is recommended and that the family has been placed on the transfer list.
7. When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until he/she is two (2) years of age. After age two, a Category 2 administrative transfer may be recommended.

C. Unit Offers

1. A tenant that has received a formal transfer offer is given seven (7) days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit returned, per diem rent for the former unit will

be charged in addition to rent for the new unit until the keys are returned to the appropriate HACT office. However, for Authority-initiated moves for over and under-housing, the Authority shall provide at least 60 days advance notice of its intention to transfer such a tenant prior to a tenant receiving a formal transfer offer.

2. If the tenant refuses a unit offer, the tenant's lease may be terminated in accordance with the lease, or at HACT's discretion, the tenant can be placed at the bottom of the transfer list as of the date of refusal and the tenant will be notified in writing. During the entire proceedings, the tenant will be advised of his/her rights under the Grievance Procedure.

D. Extended Family

Members of an extended family living in a HACT unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in this Policy. Members of such a family will receive no preference on the standard waiting list as a result of occupancy in a HACT unit.

E. Revision or Suspension of Transfer Policy

The Housing Authority reserves the right to revise or suspend its Transfer Policy because of efforts to decrease vacancies or any other management initiative. Transfers during such times will be treated on a case-by-case basis solely at the discretion of the Executive Director.

IX. TERMINATIONS

A. Termination Notices

1. The tenant must give a written 30-day notice to the Housing Authority of intent to terminate the lease.
2. If the Housing Authority terminates the lease of a tenant household in federally-assisted housing, written notice must be given to an adult member of the household as follows:
 - a) When the health or safety of other tenants or employees of the Authority is threatened, notice of HACT's intention to terminate the lease in reasonable amount of time (but not to exceed 30 days) considering the seriousness of the situation. The tenant and Authority agree that seven (7) days is reasonable time for notice of termination for any drug-related criminal activity on or off the premises.
 - b) In the case of failure to pay rent which includes all payments due under the lease, notice of HACT's intention to terminate the lease in fourteen (14) days unless all amounts due under the lease have been paid before that date.
 - c) In all other cases, notice of HACT's intention to terminate the lease at least 30 days.
3. Notice of termination to the tenant shall state reasons for the termination and shall inform the tenant of the right to make such reply as tenant may wish. The notice shall also inform the tenant of the right to examine, prior to hearing or trial, and copy at tenant's expense, Housing Authority documents directly relevant to the termination. The notice shall inform the tenant of the right to request a hearing in accordance with Housing Authority's Grievance Procedure (if the Grievance Procedure is applicable to the dispute involved).

B. Reasons for Termination

The Housing Authority may not terminate or refuse to renew the lease except for serious or repeated violations of the terms of the lease including, but not limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5th of the month. Three such late payments within a twelve month period shall constitute repeated late payment;

3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
4. Misrepresentation of family income, assets, or composition at the time of admission or anytime thereafter;
5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process re-examinations or interim re-determinations;
6. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of the Housing Authority's property;
7. Behavior and/or activity by Tenant, household member(s), guest(s) or visitor(s) that disturb other residents= peaceful enjoyment of their apartments; and/or is not conducive to maintaining all HACT projects in decent, safe and sanitary conditions;
8. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises. With respect to a public housing resident convicted of manufacturing or producing methamphetamine on the premises, eviction shall be permanent. Premises shall be defined as the building or complex in which the dwelling is located, including common areas and grounds;
9. Criminal activity by Tenant, household member, guest or visitor including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees, or any drug-related criminal activity on or off the premises;
10. Alcohol and/or controlled substance abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
11. The presence of weapons or illegal drugs in the resident=s apartment;
12. Any fire on Housing Authority premises caused by the tenant, household member(s), guest(s), or visitor(s)= actions or neglect;
13. Uninhabitable apartment conditions caused by the tenant, household member(s), guest(s) or visitor(s) by their own actions or neglect;
14. Refusal of a new lease offer;
15. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the Housing Authority=s Occupancy Standards or to

accommodate an administrative need of HACT, including but not limited to the disposition, demolition or modernization of the unit;

16. Abandonment of the unit;
17. Failure to comply with the Eight Hour Service Requirement as deemed appropriate by HACT; and
18. Other serious or repeated violations of any material term of this lease.

C. Written Records

Written records documenting eviction actions shall be maintained by the Housing Authority in strict confidence and shall contain all of the following information:

6. Name of tenant and identification of unit occupied.
 7. Copies of the Termination Notice and any subsequent correspondence or notices.
 8. Specific reason(s) for eviction. For example, if a tenant is being evicted for drug-related criminal activity, the record shall detail the actions for which the eviction has been instituted.
- 1 Dated and signed records of the minutes of any hearing held.
 - 2 Date and description of the final action taken.

D. Abandonment of the Unit

The Housing Authority will comply with Missouri state law, including requirements for posting and mailing notices of intent to declare a unit abandoned, taking possession of the unit, and the timing and method of disposal of items left in the abandoned unit.

1. A vacated or abandoned apartment may be evidenced by the residents=removal of a substantially number of possessions or being absent from the unit for 21 consecutive days and either (a) failing to pay rent for 2 months; or (b) making an express statement that the family does not intend to occupy the unit after a specific date. In these cases, HACT may send notices to each occupant at the last-known address, stating that:
 - B** There is reason to believe that the occupant has abandoned the dwelling unit;
 - B** That HACT intends to reenter and take possession of the dwelling unit, unless the occupant contacts HACT within 10 days of receipt of the notice;

- B** If the occupant does not contact HACT, it intends to remove any possessions and personal effects remaining in the premises and to reenter the premises;
2. If the notices are returned as undeliverable, or the occupant fails to contact HACT within 10 days of the receipt of the notice, the Housing Authority may reenter and take possession of the dwelling unit, at which time any rental agreement or lease still in effect shall be considered terminated.
 3. HACT shall take inventory of any possessions and personal items of the occupant on the premises and shall remove and keep them for not less than 30 days. The occupant may reclaim such possessions and personal items from HACT within the said 30-day period. If the occupant does not reclaim such possession and personal items by the end of the said 30-day period, the Housing Authority may dispose of them in accordance with Missouri State law.

X. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

This document must be publicly posted in a conspicuous location in the site offices and must be provided to applicants and tenants upon request.

B. Revisions

This document may be modified by the Housing Authority provided that the Housing Authority shall give at least a 30-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant with an opportunity to present written comments which shall be taken into consideration by the Housing Authority prior to the proposed modification becoming effective. A copy of such notice shall be:

- a) Delivered directly or mailed to each tenant; or
- b) Posted in a conspicuous place at the site offices or in a similar central business location within the site.

XI. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION

The provisions of this plan are based upon local, state and federal law and regulation. Should any applicable law or regulation change, this plan will be deemed automatically revised. To the extent that the change is mandatory (allowing no Housing Authority discretion), the text of the plan will be revised without requirement for administrative processing. By approving this provision, the Board of Authorityers understands that they are approving future automatic revisions responding to mandatory regulatory changes.

XII. MISREPRESENTATION

The tenant shall be notified in writing if the Housing Authority finds evidence that the tenant or any adult member of the tenant family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

XIII. GRIEVANCE PROCEDURE

The Grievance Procedure sets forth the requirements, standards, and criteria established to assure the tenants of HACT an opportunity for a hearing if he/she disputes any Housing Authority action or failure to act involving the tenant's lease or Housing Authority regulations which adversely affects the individual tenant's rights, duties, welfare or status.

Each tenant and tenant organization shall be given a copy of the Grievance Procedure. The procedure is also incorporated into this Policy on Admissions and Continued Occupancy and the lease by reference.

XIV. PET POLICY

HACT's Pet Policy establishes the rules and guidelines by which residents may keep domestic pets in their dwelling units and is incorporated, by reference, into this policy.

Each tenant requesting permission to own and keep a pet shall be provided a copy of the policy and be required to sign a Pet Agreement at initial occupancy or at the time of initial request for a pet and every year at time of reexamination or as otherwise required by HACT.

XV. RELOCATION

When HACT intends to rehabilitate a development or developments and rehabilitation activities will require tenants to move temporarily or permanently, a Relocation Plan will be developed in cooperation with the affected tenants. The plan will dictate preferences to which relocatees will be entitled and their rights to housing choice, moving expenses, etc. Such preferences may affect the order of selection for applicants and transferees, and the Relocation Plan, therefore, will serve as an amendment to this policy.

APPENDICES

APPENDIX A
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
UTILITY ALLOWANCES

APPENDIX B
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
INFORMAL REVIEW PROCEDURES

APPLICANTS FOR PUBLIC HOUSING ONLY

- I. Applicability:
- A. The Housing Authority will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:
 - 1. Denying placement on the waiting list.
 - 2. Denying participation in the Public Housing Program
 - 3. Denying a preference in determining eligibility for the Public Housing Program.
 - B. The Housing Authority is not required to provide an opportunity for informal review:
 - 1. To review discretionary administrative determinations by the Housing Authority, or to consider general policy issues or class grievances.
 - 2. To review the Housing Authority's determination of the number of bedrooms required by HACT in accordance with HUD regulations.
- II. Procedures:
- A. The Housing Authority shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences adopted by HACT, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.
 - B. The applicant must submit a written request for an informal review within 10 days of notification of the decision denying assistance.
 - C. If the applicant's request is not submitted within 10 days or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.
 - D. If the request meets the criteria, an informal review will be scheduled within 30 days of the request.

- E. The informal review shall be conducted by any person or persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such person.
- F. The applicant shall be given an opportunity to present written or oral objections to the Housing Authority's decision.
- G. The Housing Authority shall promptly notify the applicant, in writing, of the final decision after the informal review, including a brief statement of the reasons for the final decision. If an applicant is successful in his/her appeal, HACT shall restore or upgrade his/her application on the waiting list, as applicable.

Appendix C
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY
GLOSSARY OF TERMS

ADJUSTED INCOME. Annual Income minus applicable allowances.

1. For federally assisted housing, as defined in 24CFR Part 5.

ALLOWANCE FOR DEPENDENTS

\$480 deduction for each family member who is a dependent. (See definition of Dependent below.)

ADULT

A person, 18 years of age or older, or an emancipated minor whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding agreement.

ALLOWANCE FOR DISABILITY ASSISTANCE EXPENSES

The amount of Disability Assistance Expense in excess of three (3) percent of annual income which enables a family member (including the handicapped or disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the handicapped person or other family members to work.

ALLOWANCE FOR MEDICAL EXPENSES

Elderly families (see definition of Elderly Family below) qualify for the amount of unreimbursed medical expenses (see definition of Medical Expenses below) in excess of three (3) percent of annual income.

ANNUAL INCOME

- 1 Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporarily nonrecurring or sporadic.

Annual income includes, but is not limited to:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets exceeding \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD or state regulations, as applicable.
- d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amount for the delayed start of a periodic payment (except as provided in 2n below).
- e. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay.
- f. Periodic and determinable income or allowances, such as alimony and child support payments and regular contributions, lottery winnings, or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see 2g below).

2 Income Exclusions

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the 18 years of age;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, lottery winnings, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e. Income of a live-in aide as defined in 24 CFR 5.403;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Amounts received pursuant to training or stipends as noted below:
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a tenant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (iv) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for HACT, on a part-time basis, that enhances the quality of life in public housing. This may include, but is not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination.

No resident may receive more than one such stipend during the same period of time;

- (v) Incremental earnings and benefits to any family member participating in qualifying state or local employment training programs (including training programs not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- i. Temporary, nonrecurring or sporadic income (including gifts);
- j. 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;
- k. For federally-assisted housing, earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480 per adopted child;
- m. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable federal, state or local law during the same exclusion period;

For the purposes of this paragraph, the following definitions apply:

- (i) Comparable federal state or local law means a program providing employment training and supportive services that (1) is authorized by a federal, state or local law; (2) is funded by the federal, state or local government, (3) is operated or administered by a public agency; (4) has as its objective to assist participants in acquiring employment skills.
- (ii) Exclusion period refers to the period during which the family member participates in a program described in this section, plus 12 months from the date the family member begins the first job, acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

- (iii) Earnings and benefits refer to the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
- o. 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;
- p. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- q. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following is a list of incomes that qualify for that exclusion:
 - (i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977;
 - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, Youthful Offender Incarceration Alternatives, Senior Companions);
 - (iii) Payments received under Alaska Native Claims Settlement Act;
 - (iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
 - (v) Payments or allowances made under department of Health and Human Services' Low-Income Energy Assistance Program;
 - (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - (vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians;
 - (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Authority, Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior;

- (ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the federal work-study program or under the BIA student assistance programs. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution;
- (x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
- (xi) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.)
- (xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-426, 94 Stat. 1785).
- (xiii) The value of any childcare provided or reimbursed for under the Child Care and Development Block Grant Act of 1990.
- (xiv) Earned income tax credit.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for shorter periods may be annualized, subject to redetermination at the end of the shorter period.

Any family receiving the reparation payments referred to in paragraph 2j of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

APPLICANT

An applicant is a family who is seeking assistance through the Public Housing Program and who does not yet have a fully executed lease agreement with the Housing Authority.

APPLICATION FOR ADMISSION

The written form that is signed and dated by all adult members of the family and which includes information the Housing Authority needs to determine whether the family can be admitted. The format for this basic information will be developed by the Housing Authority.

ASSETS

The values of (or equity) in the real property, stocks, bonds, checking and savings accounts or certificates, stocks or merchandise or valuables and other forms of capital investment (not including personal and household belongings and automobiles). Assets shall include any asset disposed of at less than fair market value within the last two years.

CHILD CARE EXPENSES

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education. A child care deduction will not be allowed if an adult family member is capable and available to provide for the care of the child. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from employment and only to the extent such amounts are not reimbursed.

CITIZEN

A citizen or national of the United States.

DEPENDENT

A member of the family household (excluding foster children, head of household, or spouse) who is under 18 years of age or is a disabled person or is a full-time student.

DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Section 223 of the Social Security Act defines disability as:

A(a) the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or (b) in the case of an individual who has attained the age of 55 and is blind, the inability by reason of such blindness to engage in substantial gainful activity requiring the skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.@

Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) defines a developmental disability as:

"severe, chronic disability that (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age twenty-two; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and (e) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment or other services which are of lifelong extended duration and are individually planned and coordinated."

DRUG-RELATED CRIMINAL ACTIVITY

The illegal manufacture, sale, distribution, possession, or intent to manufacture, sell, or distribute a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802); or the illegal use, or possession for personal use, of a controlled substance.

ELDERLY FAMILY

A family whose head, cohead, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

ELDERLY PERSON

A person who is at least 62 years of age.

EVICTION

The dispossession of the tenant from an apartment as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, federal, and state law, or for other good cause.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The documents required of family member claiming U.S. citizenship or eligible immigration status.

EXTREMELY LOW-INCOME FAMILY

A family receiving income at or below 30% of the median annual income for their area.

FAMILY

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining adult member of a tenant family; and
- g. For federally-assisted housing only, a single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

FOSTER-CARE PAYMENT

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

FULL-TIME STUDENT

A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HANDICAPPED/DISABILITY ASSISTANCE EXPENSE

Reasonable expenses in excess of 3% of annual income that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and expenses that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

HEAD OF HOUSEHOLD

An adult, 18 years of age or older, or an emancipated minor under the age of 18 years, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

HUD

The U.S. Department of Housing and Urban Development or its designee.

INS

U.S. Immigration and Naturalization Service.

LEASE

A written agreement between HACT and an eligible family for the leasing of a public housing unit.

LIVE-IN-AIDE

A person who resides with one or more elderly persons or near-elderly persons, or persons with disabilities, and who:

- a. Is determined by the Authority to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and
- c. Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family.

LOCAL PREFERENCE

A preference established by HACT for use in selecting among applicants for placement in HACT housing.

LOWER-INCOME FAMILY

A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD.

LUMP SUM BENEFIT

A payment of periodic benefits for a previous period, which may be included as income, not including Social Security and Social Security lump sum benefits. Only that portion of the payment attributable to the time the tenant resided continuously under the Public Housing Program may be counted as income.

MEDICAL EXPENSES

For purposes of income determination for elderly or disabled families, medical expenses in excess of 3% of total family income, which are anticipated to be incurred during the period for which the annual income is computed, where these expenses are not compensated for, or covered by insurance. Medical expenses include such items as medical insurance premiums, dental expenses, prescription and nonprescription medicines, etc.

MINIMUM RENT

Established by HACT at \$25.

MINOR

A person less than 18 years of age.

MIXED FAMILY

A family whose members include both citizens/eligible immigrants and non-citizens with ineligible immigration status.

NATIONAL

A person who owes permanent allegiance to the U.S. as the result of birth in a U.S. territory or possession.

NEAR-ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age, but below the age of 62, living together, or one or more persons who are at least 50 years of age, but below the age of 62 living with one or more live-in aides.

NEAR-ELDERLY PERSON

A person who is at least 50 years of age, but below the age of 62, who may be a person with a disability.

NET FAMILY ASSETS

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land (excluding the value of necessary items of personal property such as furniture and automobiles). In cases where a trust fund had been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

In determining the net family assets, the Housing Authority shall include the value of any assets greater than one thousand dollars (\$1000) which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

NON-CITIZEN

A person who is neither a citizen nor national.

PROGRAMS ESTABLISHED UNDER THE UNITED STATES HOUSING ACT OF 1937

The Public Housing program or Indian Housing program; any program operated as part of the Section 8 program; the Section 23 Leased Housing program.

RECOVERING ADDICT

A person that: 1) has completed a supervised drug rehabilitation program and is not currently engaged in the illegal use of a controlled substance; or has otherwise successfully been rehabilitated and not currently illegally using drugs; or, 2) is involved in a supervised rehabilitation program and not currently illegally using drugs; and is involved in a self help group, such as Narcotics Anonymous, and not currently illegally using drugs.

OVERHOUSED

A tenant family with a greater number of bedrooms than required for family members, according to the standards set forth in Section V of this policy.

RESIDENCY PREFERENCE

A PHA established preference for admission of families that reside, work or have been hired to work in the jurisdiction of the PHA. The length of time the family has lived or worked the jurisdiction may not be considered.

REMAINING FAMILY MEMBER

A person left in an assisted unit after other family members have vacated who may or may not normally qualify for assistance on his or her own. The person must be of legal age to sign a lease (adult) and all amounts incurred under the previous lease must have been paid before the person is provided a lease in his/her name.

RESIDENT

A family living in the Housing Authority's operational jurisdiction, working in the Housing Authority's jurisdiction or notified that they are hired to work in the Housing Authority's jurisdiction would be considered a resident of the jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

SECURITY DEPOSIT

A dollar amount set by the Housing Authority for the Public Housing Program for unpaid rent, damages or other amounts owed under the lease upon termination of the lease.

SINGLE PERSON

A person who lives alone or intends to live alone who does not qualify as elderly, disabled, or handicapped or as a remaining adult member of a tenant family.

TENANT RENT

The amount payable monthly by the family as rent to the Housing Authority. Where all utilities (except telephone and cable) and other essential housing services are supplied by the Housing Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable) and other essential housing services are not supplied by the Housing Authority and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.

TOTAL TENANT PAYMENT (TTP)

An amount equal to 30% of the family's monthly adjusted income or 10% of the gross monthly income of the family occupying the dwelling unit, whichever amount is greater. TTP does not include charges for excess utility consumption or other miscellaneous charges.

TRANSFER

A move by a tenant family from one HACT apartment to another, generally as the result of changes in family composition which changes the number of bedrooms required by the family.

A transfer may not be used to split an extended family into two households by moving only some members of the family to a second apartment.

UNDERHOUSED

A tenant family with an insufficient number of bedrooms for the number of persons in the family, according to the standard set forth in Section V of this policy.

UTILITIES

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service and cable TV are not included.

UTILITY ALLOWANCE

The cost of utilities (except telephone and cable TV) and other housing services for an assisted unit which is not included in the tenant rent but is the responsibility of the family occupying the unit. An amount equal to an estimate made or approved by the Housing Authority or HUD of the monthly cost of a reasonable consumption of utilities for the unit by an energy conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

VERY LOW-INCOME FAMILY

Family whose annual income does not exceed 50% of the median income for the area as determined by HUD.

VIOLENT CRIMINAL ACTIVITY

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST ADMISSION

An applicant selected for occupancy from HACT-S waiting list.

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HOUSING AUTHORITY OF THE
CITY OF THAYER (MO)
ROUTE 1, BOX 1374
THAYER, MO

DWELLING LEASE



Adopted: September 12, 2000

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**THAYER HOUSING AUTHORITY
DWELLING LEASE**

SECTION 1. PARTIES

THE HOUSING AUTHORITY of the City of THAYER (herein referred to as “we,” “us,” “it,” or “Authority,” does hereby lease to _____ (herein referred to as “you,” or “yours” or “the Tenant”) a _____ bedroom apartment located at _____, County of Oregon, State of Missouri.

SECTION 2. TERM

The initial term of this agreement shall begin on _____, 20____ and shall end at midnight on the last day of the twelfth month. If this Agreement is not terminated or modified by either the Tenant or the Authority, as permitted by this agreement, it shall automatically be renewed except for noncompliance with the Authority’s 8 hour per month community service requirement in accordance with the approved Admissions and Continued Occupancy Policy. (The law requires low-income families in public housing to contribute or participate for 8 hours a month in a community service or self-sufficiency activity or combination of both, as a condition of receipt of Federal housing assistance.) Automatic renewal shall be for successive terms of one year (12 months) with the same terms and conditions.

SECTION 3. HOUSEHOLD MEMBERS

The tenant may permit only the following persons to occupy this unit:

Name	Sex	Social Security No.	Date Of Birth	Relationship
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

SECTION 4. RENT

You agree to pay \$_____ per month as the beginning rental amount. You understand that the apartment is subsidized and rents are based upon U.S. Department of Housing and Urban

Development (HUD) regulations which require that the Authority allow residents to choose between paying an income-based rent or a flat rent. You agree that the rent may be changed during the term of this lease in accordance with Section 9 of this lease.

The rent is payable by you, without demand, in advance of or on the first day of each month. This rent will remain in effect unless adjusted in accordance with Sections 5 and 9 of this lease. If your lease is effective after the first day of the month, we have pro-rated the rent for the first month. The pro-rated amount is \$_____. If the final period of your tenancy is less than a full month and you have given us the proper notice of your intent to vacate as described in Section 20 of this lease, you shall only be responsible for a pro-rated share of the rent for that month.

Payments can be made only in the form of personal check or money order. Personal checks or money orders shall be made payable to "Thayer Housing Authority." Payments may be made in person during posted hours only, at drop-off boxes where available, or mailed to:

Thayer Housing Authority
Route 1, Box 1374
Thayer, MO 65791

SECTION 5. UTILITIES AND APPLIANCES

- A. Owner-Supplied Utilities. We agree to furnish the following utilities in reasonable quantities: ___HEAT; ___HOT WATER; ___ELECTRICITY; ___ COOKING FUEL; ___ and WATER. The Authority will not be responsible for the failure to furnish utilities for any cause whatsoever beyond its control. The Tenant agrees not to waste the utilities provided by the Authority, and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels.
- B. Tenant-Supplied Utilities. You are responsible for the cost of electricity and cooking gas attributable to your apartment. The Tenant must put the electric bills in the Tenant's name prior to move-in date. Failure to place the electric bills in your name is a serious and material violation of your lease, and subject to termination as specified in Section 20.
- C. Owner-Supplied Appliances/Services. We shall furnish range, refrigerator and routine maintenance services.
- D. Excess Utility Costs. Excess utility costs for items including but not limited to air conditioners, freezers, additional refrigerators, fans, etc. owned by the tenant shall be paid by the tenant. If the gas or electricity for these appliances is not measured by a check meter, you will be charged the flat monthly fee identified in the Schedule of Excess Utility Charges posted in the Housing Authority office.

SECTION 6. KEYS AND LOCKS

We agree to provide you with two (2) sets of keys to your apartment, and other identification/entry devices as applicable upon execution of this lease. You agree to return these keys and other devices when you vacate the apartment. If you fail to do so, your account will be charged for either an additional service, device/key copy or a new lock in accordance with the Schedule of Tenant Charges. You agree not to install additional or different locks, bars or gates on any door or window in your apartment.

SECTION 7. SECURITY DEPOSIT

You agree to pay a security deposit in the amount specified in Section 26 upon signing of this lease. We agree to accept, retain, and return this security deposit in a manner consistent with state laws and HUD regulations as applicable. You agree and understand that this security deposit will not be applied toward rent or other amounts due under this lease during your tenancy.

At the termination of this lease, we may use the security deposit as reimbursement for the cost of repairs due to intentional or negligent acts by you or your guests, any collection of fees, attorney's fees and court costs caused by failure to pay rent, make repairs or quit the premises, or any other charges due from you, members of your household or guests. A written statement of charges to be deducted, if any, will be given to you.

Your Security Deposit will be returned to you provided:

- (a) All payments due are paid;
- (b) The apartment and equipment are left in clean and operational condition;
- (c) The keys to the apartment are received by the Authority; and
- (d) There are no damages other than normal wear and tear; and
- (e) You have provided written notice as described in Section 20.

SECTION 8. OTHER CHARGES

In addition to rent, you shall be responsible for certain other charges specified in this lease. Other charges include:

- A. Maintenance Costs -- The cost of services or repairs due to intentional or negligent damage to the apartment, common areas or grounds beyond normal wear and tear, caused by the Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, the Tenant shall be charged the cost of such services in accordance with a Schedule of Maintenance Charges posted by the Authority. For work not listed on the Schedule, the Tenant shall be charged the actual cost to the Authority for labor and materials

needed to complete the work. Charges are due and payable 14 days after written notice of the charge is given to the Tenant.

- B. Excess Utility Charges -- A charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances or exceeding any Authority established monthly allotment if on a check meter. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Charges are due and payable in accordance with the Schedule of Excess Utility Charges posted in the Housing Authority office.
- C. Installation Charges -- A charge shall be assessed for installation of tenant supplied appliances such as air conditioners. Charges are due and payable fourteen days after installation has occurred.
- D. Late Charges - A charge of \$25 plus attorney, sheriff and court fees and costs shall be assessed when rent or other charges are not paid on or before the 10th day of the month for a first violation in a twelve month period. The charge will increase to \$50 plus attorney, sheriff and court fees for a second or subsequent violation in a twelve month period. This charge is due immediately.

SECTION 9. REDETERMINATION OF RENT, ELIGIBILITY, UNIT SIZE

- A. Redetermination Process. For residents selecting an income-based rent, the Authority will re-determine your rent, eligibility and unit size and other annual requirements at least once a year in accordance with federal regulations. Residents electing to pay a flat rent shall have family composition reviewed annually and rent redetermined every three years. You agree to provide the Authority, when requested and by the date specified, accurate and complete information as to the household composition, the age of household members, income and sources of income of all household members, household assets and any other related information necessary for us to determine eligibility, annual income, adjusted income and rent. This determination shall be in accordance with the approved Admissions and Continued Occupancy Policy, Income Limits, that Rent Schedule, and Occupancy Standards which shall be furnished to you upon request.
- B. When Rent May Change. Rent as stated in Section 4 hereof shall remain in effect until revised at your next schedule reexamination or unless:
 - (1) Your family composition changes. A change in family composition must be reported within 10 days of its occurrence, and must conform to the requirements of the Admissions and Continued Occupancy Policy.
 - (2) Your family has a decrease in income which would justify a reduction in rent. Tenants should report such decreases immediately so a rent reduction can take effect as soon as possible.

- (3) Your family is paying a flat rent or the minimum rent and claims, and can verify to the satisfaction of the Authority, that a financial hardship exists.
 - (4) If it is found that you have misrepresented the facts upon which your rent is based so that the rent you are paying is less than what should have been charged, then we may terminate the lease and increase the rent retroactively. Such an increase shall be due and payable when billed.
 - (5) Directives by the Federal Government require changes to the Admissions and Continued Occupancy Policy or the method of computing rent.
 - (6) We conduct a special re-examination. Special re-examinations may be conducted when we determine that one is necessary such as when it has not been possible to make an accurate estimate of Annual Income.
- C. Notice of Rent Adjustment. If any rent adjustment is required, we shall mail or deliver a “Notice of Rent Adjustment” to you pursuant to Section 18. The notice shall become an attachment to this lease and shall amend Section 4. With rent decreases, the adjustment shall be effective the first of the month following the month in which you furnished the information required by us to justify a rent decrease. With rent increases, the adjustment shall become effective the first of the second month following the Authority’s notice to you of the new rent amount, unless the rent increase results from a finding of intentional misrepresentation under Section 9B (4).
- E. Apartment Size No Longer Appropriate. If we determine that the size of the dwelling unit is no longer appropriate, you agree to transfer to an appropriate size unit upon notice by the Authority that such a dwelling is available, in accordance with Section 15 of this lease agreement.
- D. Continued Assistance. You will remain eligible for continued assistance unless we terminate or do not renew your lease as set forth in Section 20.

SECTION 10. OBLIGATION TO REPAY

If you submit false information on any application, or annual or interim re-examination, or if you fail to abide by the interim reporting requirements contained in Section 9B, and as a result you are charged a rent less than the amount required by HUD, you agree to pay the difference between what you were charged and the correct rent. This amount is due upon receipt of a Notice of Rent Adjustment sent to you by the Authority which details the retroactive charge. You are not required to pay undercharges in rent due solely to the Authority’s failure to calculate your rent properly. If you are found to have intentionally submitted false information and/or committed fraud, you may be subject to eviction proceedings. The Housing Authority reserves the right to pursue criminal conviction for cases of fraud in a court of law.

SECTION 11. YOUR RIGHTS TO USE AND OCCUPY PREMISES

- A. You shall have the right to exclusive use and occupancy of the leased premises for Tenant and other household members listed on the lease. This may include the care of foster child(ren) or adults and a live-in care attendant for a member of your family provided the accommodation of such persons conform to the Authority's Admission and Continued Occupancy policy, and so long as the Authority has granted prior written approval for the foster child(ren) or adults, or live-in aide to reside in the unit. Permission to add live-in aides and foster children shall not be unreasonably refused.

- B. Any additions to the household members named on the lease, including live-in aides and foster children, but excluding natural births or adoptions or custody awards for children under 10 years old, require the advance written approval of the Authority. Such approval may granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. You agree to wait for the Authority's approval before allowing additional persons to move into your apartment. Your failure to comply with this provision is a serious violation of the material terms of the lease, for which we may terminate the lease in accordance with Section 20.

- C. Any deletion to the household members named on the lease must be documented to the satisfaction of the Authority. In the case of an income producing member or any member who the Authority has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, you must provide at least two documents verifying the new address of the departing household member or other evidence deemed acceptable to the Authority.

- D. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit which are incidental to the primary use of the apartment as a residence by members of the household and permissible under local rules and regulations.

- E. A family member or visitor may stay in the leased unit for a period not to exceed 14 cumulative days in any one calendar year.

SECTION 12. TENANT OBLIGATIONS

- A. You agree that:
 - 1. Neither you nor any member of your household will engage in any drug-related criminal activity on or off the Authority's public housing premises; and

 - 2. Neither you nor any member of your household or any guest, visitor, or other person under your control will engage in any violent or drug-related or criminal activity on or anywhere near the Authority's public housing premises.

3. Violation of any of the above provisions shall be deemed a material violation of the lease and is good cause for termination of tenancy. A single violation of any of these provisions shall be deemed a serious and material non-compliance of this Lease. A preponderance of the evidence shall be adequate that any of these provisions has been violated and proof in the form of an arrest or criminal conviction shall not be required for termination of tenancy.

A. You further agree that:

1. You will not assign, sublet or transfer possession of the unit; provide accommodation to boarders or lodgers; or give long term accommodation to family members or guests in excess of 14 cumulative days without the advance written consent of the Authority.
2. You will not use or permit the use of the apartment for any purpose other than as a private dwelling solely for you and members of your household as named in Section 3 of this lease.
3. You will abide by necessary and reasonable regulations as may be set forth by the Authority for the benefit and well-being of the housing development and its tenants. These regulations shall be posted in the project office and are, by this reference, incorporated in this lease. Violations of such regulations constitutes a violation of the Lease.
4. You will comply with all obligations imposed upon tenants by applicable provisions of state and local building and housing codes materially affecting health and safety of the Tenant and household members, neighbors, or Authority staff.
5. You will keep your apartment and other such areas as may be assigned to you for your exclusive use in a decent, safe, and sanitary condition.
6. You will dispose of all garbage, rubbish and other waste from the apartment in a sanitary and safe manner only in containers approved by the Authority. You will refrain from, and cause household members, guests or visitors to refrain from, littering or leaving trash and debris in common areas or on the grounds.
7. You will use only in reasonable manner all electrical, sanitary, heating, ventilation, air conditioning, other facilities and appurtenances including elevators.
8. You will refrain from, and cause household members, guests and visitors to refrain from destroying, defacing, damaging, or removing any part of the apartment or the Authority's public housing premises.
9. You will use reasonable care in the maintenance of smoke alarms and will immediately notify the Authority if a smoke alarm becomes inoperable. At no time may you disconnect or render a smoke alarm inoperable.

10. You will pay reasonable charges (other than normal wear and tear) for the repair of damages to the apartment, and the Authority's public housing premises, facilities, or common areas caused by you, household members, or guests in accordance with Section 8A.
11. You will act, and cause household members, guests, and visitors to act in a manner that will not (a) disturb other residents' peaceful enjoyment of their apartments; and/or (b) be conducive to maintaining all Authority projects in decent, safe and sanitary conditions.
12. You will refrain from, and cause household members, guests and visitors to refrain from abuse of alcohol and/or controlled substances that results in loud_noise or an interference with the health, safety, or right to peaceful enjoyment of the premises by other residents.
13. You will not display, use or possess or allow members of your household, guests or visitor to display, use or possess any firearms (operable or inoperable) or other offense weapons as defined by the laws and courts of the State of Missouri anywhere in your apartment or elsewhere on the property of the Authority.
14. You will act in a cooperative manner with neighbors and the Authority's staff. You will refrain from, and cause household members, guests and visitors to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
15. You will not make any repairs or alterations to your apartment or the Authority's public housing premises.
16. You will use reasonable care to keep your apartment in such condition as to ensure proper health and sanitation standards for you, your household members and neighbors. YOU SHALL PROMPTLY NOTIFY THE AUTHORITY OF ANY KNOWN NEED FOR ANY REPAIRS TO YOUR APARTMENT, and of known unsafe or unsanitary conditions in the apartment or in the common areas and grounds of the Project. Your failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
17. You will permit us entry to your apartment to perform repairs, make inspections, exterminate (scheduled or otherwise) or show the apartment for re-leasing in accordance with Section 17 of this lease.
18. You will give prompt written notice when the apartment is to be vacant for one week or more; however, such notice shall not render the Authority responsible for any personal property of any nature or description left in or on the leased premises during the tenant's absence.
19. You will take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises. You will not store or use a kerosene heater in your apartment.

20. You will maintain and use sidewalks, areaways, passage areas, elevators, or stairs in such a way as not to create any safety hazard, or be obstructed, or used for any purpose other than entrance or exit from the apartment or building.
21. You will only park properly registered, inspected operable, and Authority-authorized vehicles in authorized parking areas only, and shall refrain from, and cause household members, guests, and visitors to refrain from parking vehicles in any right-of-way fire lane or unauthorized area. Any unregistered, uninspected, inoperable or unauthorized vehicle or improperly parked vehicle will be removed from the Authority property at the Tenant's or car owner's expense. You will display an Authority-issued parking decal in the proper location on your car.
22. You will refrain from, and cause household members, guests or visitors to refrain from making automobile repairs on Authority property.
23. You will insure that you or no member of your household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in your apartment or on the grounds of the Authority property without prior approval of the Housing Authority and in compliance with the Pet Policy in force at the time. Exceptions may be made for a person with a disability who requires a trained, service animal as a reasonable accommodation for his or her disability.
24. You will immediately place in your name and always promptly pay for any utility service not provided by the Authority, and avoid disconnection of utility service for such utilities.
25. You will promptly notify the Authority of your decision to vacate the apartment in accordance with Section 20. You shall leave the apartment in same condition (except for normal wear and tear) as when you moved in and in a broom cleaned condition. Upon vacating your apartment, you are responsible for the apartment and the equipment therein, and will be charged a daily rent until the keys are received by the Authority.
26. You agree that you will not allow to visit or reside on the premises individuals who have a history of engaging in activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority.
27. You agree not to commit any fraud in connection with any government subsidized housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any government subsidized housing program during the term of the lease.
28. You will inform the Authority if you or any member of your household requires reasonable accommodations due to disability in order to comply with the terms of this lease.

SECTION 13. AUTHORITY OBLIGATIONS

We agree, other than for circumstances beyond our control, that:

1. We will maintain your apartment and the public housing premises in decent, safe, and sanitary conditions.
2. We will comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. We will make necessary repairs to the apartment.
4. We will maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied by the Authority.
5. We will provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.
6. We will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage); EXCEPT where the building that includes the apartment is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
7. We will notify you of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities. The Authority's notice of the proposed adverse action will inform the Tenant of his/her right for a grievance hearing in accordance with the Authority's Tenant Grievance Procedures.
8. We will provide on a scheduled basis and, as the need may arise, extermination services to locations designated by the Authority.
9. We will make reasonable accommodations in leasing and other policy requirements when requested by a tenant with disabilities which qualify for reasonable accommodation; provided that the requested accommodations does not impose an undue financial or administrative burden on the Authority or result in a lowering or waiving of essential lease requirements.

SECTION 14. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the tenant and household members, it is agreed that:

- A. You shall immediately notify the Authority of the damage and intent to abate rent, when damage is or becomes sufficiently severe that you believe you are justified to abate rent.
- B. We shall repair the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by the you, household members, guests, or visitors, the reasonable cost of the repairs shall be charged to and paid by you.
- C. We shall offer you a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time, and the hazardous condition was not caused by the you, household member, guests or visitors.
- D. You shall accept any replacement unit offered by the Authority.
- E. In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. No abatement of rent shall occur if you reject alternative accommodations or if the damage was caused by you, household members, guests or visitors.
- F. You agree to continue to pay full rent, less the abated portion agreed by the Authority, during the time in which the defect remains uncorrected.
- G. If the Authority determines that the apartment is uninhabitable because of imminent danger to the life, health, and safety of the Tenant, and alternative accommodations are refused by the Tenant, the Lease shall be terminated, and any rent paid will be pro-ratably refunded to the Tenant.

SECTION 15. SIZE OF DWELLING UNIT

You understand that federal regulations permit us to assign units according to the size of the household, and the age, sex, and relationship of household members. You agree to transfer to an appropriate size dwelling unit if we determine at annual or interim re-examination that such a transfer is necessary to correct an overcrowded or underhoused situation and a unit is currently available. We will give you at least a sixty (60) day advance notice of our intention to transfer you to a suitable unit prior to an actual offer of a new unit and lease, and will discuss housing options with you and attempt to accommodate your needs to the greatest extent feasible. However, when after this sixty day period the Authority has an appropriate unit available, we will notify you in writing informing you of the location and size of the unit, and provide you with seven days to accept the offer of this new unit and an additional seven (7) days to complete the move. With the exception of moves related to modernization activity, you will be responsible for any costs associated with moving to the new apartment. Upon your transfer, you agree

to execute a new lease. Refusal of a unit or a unit transfer due to an underhoused or overhoused situation will result in termination of this lease.

SECTION 16. INSPECTIONS

- A. Move-in Inspections: The Authority and you or your representative shall inspect the apartment prior to occupancy by you. We shall furnish you with a copy of the inspection report indicating the condition of the premises, apartment and the equipment provided with the apartment. You agree that you have inspected the apartment and find the apartment is safe, clean, and in good condition except as indicated on the inspection report attached to and made part of the lease. You also agree that all appliances and equipment are in good working condition and that we have made no promise to decorate, improve, alter or repair the apartment or any of its contents except as noted on the Inspection Report. This Inspection Report shall be signed by us and you and be retained in your folder.

- B. Annual Inspections. An inspection of each dwelling unit will be conducted at least once each year to check needed maintenance, resident housekeeping, and other lease compliance matters. The Authority will furnish you with a written statement of unit conditions and/or any charges for repairs or removal of non-approved alterations to your apartment.

- C. Special Inspections. Representatives from HUD and/or other U.S. Government Officials may visit the Authority to monitor operations and, as part of the monitoring, may inspect a sampling of the federal public housing inventory.

- D. Other Inspections: The Authority will inspect the apartment two months after move-in date and annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. The Authority, at its sole discretion, may inspect your apartment more frequently as needed. You will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the apartment.

- E. Move-out Inspections: When you vacate the apartment, we shall inspect the apartment and furnish you with a statement of charges, if any, for which you are responsible. You and/or your representative may join in such inspection unless you vacate without notice. If you vacate without notice, we shall not be required to give you notice of the inspection.

SECTION 17. ENTRY OF PREMISES DURING TENANCY

The Authority has the right to enter your apartment under the following circumstances:

1. We or our agent may enter your apartment during reasonable hours upon forty-eight (48) hours notice to you to perform routine inspections, to make repairs or improvements, or to show the apartment for leasing.

2. We or our agent may enter your apartment at any time without prior notice to you if we believe that an emergency exists or have reason to believe you have abandoned your apartment.
3. Prior written notice will not be required when we have entered your unit to perform maintenance requested by you unless you have specified in writing that a written notice is required.
4. We will not enter your apartment when you have given us permission to do so if there are only minor children present in the household.

SECTION 18. LEGAL NOTICES

- A. Notice to you required by this Lease Agreement shall be sufficient if delivered in writing to you personally, or to an adult member of your household residing in the apartment, or if sent by prepaid First Class Mail properly addressed to you, or affixed to your door.
- B. Notice to us must be in writing, and either delivered to an Authority employee at the Main Office of the Authority or by prepaid First Class Mail properly addressed to: Thayer Housing Authority, Route 1, Box 1374, Thayer, MO 65791.
- C. If more than one person signs this lease, any notice under this lease shall be sufficient if delivered to one of those persons and notice to one signed is notice to all.

SECTION 19. POSTED NOTICE

Schedules of special charges for services, repairs, utilities and rules and regulations shall be publicly posted in the Authority's office and shall be furnished to you on request. Such schedules, rules and regulations may be modified by us provided thirty (30) days written notice to each affected tenant identifying the proposed modifications, indicating the reasons for the modifications, and providing you an opportunity to present written comments, which shall be taken into consideration by the Authority, prior to the proposed modifications becoming effective. Such notice shall be posted at each project, as well as in the Main office.

SECTION 20. TERMINATION OF LEASE

- A. Termination by Tenant. This lease may be terminated by you at any time by giving thirty (30) days **written** notice as specified in Section 18. You agree to leave the unit in broom clean and good condition, normal wear and tear excepted, to return all keys to the Housing Authority's office in person and to provide the Authority with a forwarding address. Failure to provide written notice in the required time frame will result in the forfeiture of the security deposit, as specified in Section 7.

- B. Lease Renewal. This lease is automatically renewable at the expiration of the 12-month period except for noncompliance with the 8 hour per month community service requirement for non-exempt public housing adults in accordance with the approved Admissions and Continued Occupancy Policy.
- C. Termination by the Authority. This lease may be terminated by the Authority for good cause. “Good cause” shall include but not be limited to:
1. The failure to pay rent or other payments when due;
 1. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 10th of the month. Three such late payments within a twelve month period shall constitute repeated late payment.
 2. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities.
 3. Misrepresentation of family income, assets, or composition at the time of admission or anytime thereafter.
 4. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process annual re-examinations or interim re-determinations.
 5. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of the Housing Authority’s property.
 6. Behavior and/or activity by Tenant, household members, guests or visitors which disturb other residents’ peaceful enjoyment of their apartments; and/or is not conducive to maintaining all Authority projects in decent, safe and sanitary conditions.
 7. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises.
 8. Criminal activity by Tenant, household member, guest or visitor including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority’s public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises.
 9. Alcohol and/or controlled substance abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 10. The presence of weapons or illegal drugs in your apartment.
 11. Any fire on Authority premises caused by the tenant, household members or guests or visitors’ actions or neglect.
 12. Uninhabitable apartment conditions caused by the tenant, household member, guests or visitors’ actions or neglect.
 13. Refusal of an offer of a new lease.
 14. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the Authority’s Occupancy Standards or to accommodate an administrative need of the Authority including but not limited to the disposition, demolition or modernization of your apartment.

15. Abandonment of the unit.
16. Conviction of a member of the household for manufacturing or producing methamphetamine on the premises of a public housing development.
17. Violation of the Authority's policy requiring 8 hours per month of community service for non-exempt public housing adults.
18. If the Authority receives information from a State or local agency that a member of the federal public housing household is subject to a lifetime sex offender registration requirement.
19. Other serious or repeated violations of any material term of this lease.

C. Notice of Termination. If we elect to terminate this Lease we will do so only in accordance with HUD regulations and state laws and we may evict you from your apartment only by bringing an action before a court of law. You will be notified in writing of the reason(s) for the proposed termination, your right to make whatever reply you wish; your right to examine, prior to any hearing or trial, any of our documents; your right to have copies of documents made at your expense; and, if applicable, your right to request a grievance hearing in accordance with the Authority's Tenant Grievance Procedures.

If you are entitled to a grievance hearing, this Lease will not terminate (even if the notice to terminate under State Law has expired) until the time for you to request a grievance hearing has expired and (if a hearing was requested by you in a timely manner) the grievance process has been completed.

D. Time Period for Termination. The time period for terminating this lease shall be as follows:

1. We shall give reasonable notice of termination considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or employees of the Authority is threatened. The Tenant and Authority agree that 7 days is reasonable time for any drug-related criminal activity on or off the premises.
2. We shall give 14 days written notice of termination if termination is caused by your failure to pay rent.
3. We shall give 30 days written notice of termination in all other cases.
4. Such notice of termination to you may be given on any day of the month, and may be combined with, or run concurrently with, any notice required by state or local law.
5. The Authority has the right to represent our interests in court in connection with eviction actions. If our action to evict you is upheld, we have the right to recover possession of the apartment in the manner prescribed by state law.

E. Abandonment. If you vacate or abandon the apartment which may be evidenced by your removal of substantially all of your possessions or have been absent from your apartment for twenty-one consecutive days and either (a) fail to pay rent for (1) month or (b) make an express

statement that you do not intend to occupy the apartment after a specific date, the Authority may enter and take possession of the apartment after giving notice under State law.

SECTION 21. GRIEVANCE PROCEDURE

- A. All disputes concerning the obligations of you or us shall be processed and resolved pursuant to the grievance procedure in effect. The Authority's Tenant Grievance Procedure is incorporated herein by reference and is available upon request.

- B. Except if terminated under Sections 12 A or Section 20 B. 7., all grievances or appeals arising from this Lease concerning obligations of either party shall be processed and resolved in accordance with the Authority's Tenant Grievance Procedure in effect at the time the grievance or appeal arises. You will be provided with appropriate notice and an opportunity for a hearing in accordance with the Authority's Tenant Grievance Procedure. If you are entitled to a grievance hearing pursuant to the Authority's Tenant Grievance Procedure, we will not take any action against you until the time for you to request a grievance hearing has expired and (if a hearing was requested by you in a timely manner) the grievance process has been completed. Changes in the Authority's Tenant Grievance Procedure may be made from time to time provide that we give you and resident organizations at least thirty (30) days notice and an opportunity to provide written comments. All written comments received shall be considered.

- C. Termination and eviction brought as result of criminal activity as specified in Sections 12 A or Section 20 B.7 are excluded from the grievance procedure.

SECTION 22. NON-WAIVER

Our delay or failure to terminate this lease when we have cause to do so shall not be construed as a waiver of our rights to terminate the lease at any future time for the same cause or any other cause.

SECTION 23. NOT RESPONSIBLE FOR PERSONAL PROPERTY LOSS

OR DAMAGE

You expressly agree to save the Authority from and against the loss or damage to any personal property, and against the claims and demands of yourself and all other persons on account of any loss, or damage to any personal property suffered or sustained, on or about the premises under your exclusive control and not a result of or in any way caused by any negligent or unlawful act of omission by the Authority, it's agents, employees or acts of God or nature. Because the Authority is not responsible for loss or damage to personal property, tenants are encouraged to purchase apartment/renters' insurance.

SECTION 24. CHANGES

- A. This Lease, together with any addenda or referenced attachment or documents now in effect and from time to time amended, evidence the entire agreement between you and the Authority. Any changes to this Lease, except as specified in Section 19, shall be made by written agreement of the Authority and Tenant, or when the Tenant is given written notice, 30 days in advance of the effective date, that such changes or additions are required to comply with Federal or State statutes or regulations.

- B. Changes in the form of lease may be made from time to time provided that we shall give to all tenants and resident organizations at least thirty (30) days' written notice of the proposed change(s) and an opportunity for presentation of written comments. All written comments that may be made by the tenants and resident organizations regarding the proposed changes shall be taken into consideration by us before they become effective.

SECTION 25. LEGAL COSTS, FEES AND CHARGES

You shall be responsible for any and all legal costs, fees and charges incurred by the Housing Authority for the purpose of enforcing any section of this Lease.

SECTION 26. SECURITY DEPOSIT

As specified in Section 7 of this Lease, you agree to pay a security deposit of \$_____.

**SECTION 27. ATTACHMENTS TO AND DOCUMENTS WHICH ARE PART
OF THIS LEASE**

You certify that you have received a copy of this Lease and the following Attachments to this Agreement and understand that these Attachments are part of this Agreement:

- Attachment 1: Lease Addendum for Drug-Free Housing
- Attachment 2: Housekeeping Standards
- Attachment 3: Pet Permit and Agreement *Check if applicable* []

Although the Admissions and Continued Occupancy Policy, Tenant Grievance Procedure, the Rent Collection Policy, Rules and Regulations, Schedule of Maintenance Charges and Schedule of Excess Utility Charges are not physically attached to this Lease, the provisions contained therein are incorporated herein by reference in these documents. Copies of the Admissions and Continued Occupancy Policy, the Rent Collection Policy, Rules and Regulations, Schedule of Maintenance Charges and Schedule of Excess Utility Charges are available for your review at the Housing Authority office of the Authority. You may obtain copies of the policies, rules and regulations, and schedules of charges upon request.

IN WITNESS WHEREOF, the parties have executed this lease agreement this ____ day of _____ at the Housing Authority of the City of Thayer, upon receipt of \$_____ (pro rata) for the initial period of _____ to _____, 20____.

TENANT

HOUSING AUTHORITY of the City of THAYER

Head

Representative

Co-Head/Spouse

Witness