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

PHA Plans

5 Year Plan for Fiscal Years 2000 - 2004
Annual Plan for Fiscal Year 2000

HUD 50075

OMB Approval No: 2577-0226
Expires: 03/31/2002

NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES

HUD 50075

OMB Approval No: 2577-0226
Expires: 03/31/2002

PHA Plan Agency Identification

PHA Name: ROBERT LEE HOUSING AUTHORITY

PHA Number: TX270v02.doc

PHA Fiscal Year Beginning: 10/2000

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- 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: (select all that apply)

- 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 (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

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

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- 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: (state mission here)

B. Goals

*The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.*

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 (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score) 91.6
 - 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: (list below)

- 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: (list below) DOES NOT APPLY

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: (list below)

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: (list below)

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: (list below)

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2000
 [24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

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

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

Attachment Attachmenta01.doc (A & O Policy)

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a SEPARATE file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2000 Capital Fund Program Annual Statement Attachment: b01.doc
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart
- FY 2000 Capital Fund Program 5 Year Action Plan: Attachment: d01.doc
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) No Comment!
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

Indicate which documents are available for public review by placing a mark in the "Applicable & On Display" column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

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
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;

LIST OF SUPPORTING DOCUMENTS AVAILABLE FOR REVIEW		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP] Attachment: d01.doc	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 checked="" 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
X	Public housing grievance procedures <input checked="" 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

LIST OF SUPPORTING DOCUMENTS AVAILABLE FOR REVIEW		
Applicable & On Display	Supporting Document	Applicable Plan Component
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 (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
na	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
NA	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
NA	Other supporting documents (optional) (list individually; use as many lines as necessary)	(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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

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	36%	2	2	1	1	2	1
Income >30% but <=50% of AMI	59%	2	2	1	1	2	1
Income >50% but <80% of AMI	7%	2	2	1	1	2	1
Elderly	29%	1	1	1	1	1	1
Families with Disabilities	NA	1	1	1	0	1	0

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Race/Ethnicity Bl	0	1	1	0	0	0	0
Race/Ethnicity His	47%	1	1	1	1	2	1
Race/Ethnicity							
Race/Ethnicity							

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- 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:
- Other sources: (list and indicate year of information)

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

State the housing needs of the families on the PHA’s waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing (Date submit)		
<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:		
	# of families	% of total families	Annual Turnover
Waiting list total	-0-		

Housing Needs of Families on the Waiting List			
Extremely low income <=30% AMI			
Very low income (>30% but <=50% AMI)			
Low income (>50% but <80% AMI)			
Families with children			
Elderly families			
Families with Disabilities			
Race/ethnicity HISPANIC			
Race/ethnicity BLACK			
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
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:			
<i>How long has it been closed (# of months)?</i>			
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

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(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:

Select all that apply

- 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 (list below) Does not apply

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

Select all that apply

- 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: (list below) Does not apply

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

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

Select all that apply

- 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: (list below)

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

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

Select all that apply

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

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly
- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below) Does Not Apply

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- 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: (list below)

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:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- 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: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(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: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1). Federal Grants (FY 2000 grants)		
a) Public Housing Operating Fund		
b) Public Housing Capital Fund	\$78,655.00	
c) HOPE VI Revitalization	NA	
d) HOPE VI Demolition	NA	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
e) Annual Contributions for Section 8 Tenant-Based Assistance	NA	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	NA	
g) Resident Opportunity and Self-Sufficiency Grants	NA	
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below) 1999 (CIAP)	-0-	
3. Public Housing Dwelling Rental Income	\$71,121.00	
4. Other income (list below)	\$1,449.00	
3. Non-federal sources (list below) (Reserves before submit)	\$103,071.90	
Total resources	Total \$237,584.84	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

- a. When does the PHA verify eligibility for admission to public housing? (select all that apply)
- When families are within a certain number of being offered a unit: (state number)
 - When families are within a certain time of being offered a unit: (state time)
 - Other: (describe) When application is returned.
- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
- Criminal or Drug-related activity
 - Rental history
 - Housekeeping
 - Other (describe) Utilities.
- 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 (select all that apply)
- Community-wide list
 - Sub-jurisdictional lists
 - Site-based waiting lists
 - Other (describe) Media Advertising
- b. Where may interested persons apply for admission to public housing?
- PHA main administrative office
 - PHA development site management office
 - Other (list below)
- 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? Does not apply
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
- 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 (list below)

(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? (select one)
- 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? (list below)
- Emergencies
 - Overhoused
 - Underhoused
 - Medical justification
 - Administrative reasons determined by the PHA (e.g., to permit modernization work)
 - Resident choice: (state circumstances below)
 - Other: (list below)

Court Orders, settlement agreements or approved in advance by Fair Housing and Equal Opportunity.

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? (select all that apply from either former Federal preferences or other preferences)

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: (select below)

- 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) (list below)

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 (select all that apply)

- 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) (list below)

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 (select all that apply)

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

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(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? (select all that apply)

- 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? (select all that apply)

- 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 (list below)

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? (select all that apply)

- 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? (select all that apply)

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

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

- a. What is the extent of screening conducted by the PHA? (select all that apply)
- 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 (list factors below)
 - Other (list below)
- 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? (select all that apply)
- Criminal or drug-related activity
 - Other (describe below)

(2) WAITING LIST ORGANIZATION

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
 - Federal public housing
 - Federal moderate rehabilitation
 - Federal project-based certificate program
 - Other federal or local program (list below)
- b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
- PHA main administrative office
 - Other (list below)

(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? (select all that apply from either former Federal preferences or other preferences)

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 (select all that apply)

- 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) (list below)

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 (select all that apply)

- 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) (list below)

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

- 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" (select one)

- 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: (select one)

- 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? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- 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 \$50.00

1. What amount best reflects the PHA's minimum rent? (select one)

- \$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:
Attachment 01a.doc

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:
Choice of flat rent or adjusted to income.

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

- For the earned income of a previously unemployed household member
- For increases in earned income **Attachment01.doc**
- 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 (describe below) (child care) **Attachment01.doc**

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- 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 (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- 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 (list below)

f. Rent re-determinations:

1. Between income re-examinations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- 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: (if selected, specify threshold) 20%
- Other (list below)

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? (select all that apply.)

- 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 (list/describe below)
Based on area income plus amount of other rents for comparable housing in immediate area.

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your 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? (select all that apply)

- 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 (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- 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 (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$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)] Does not apply.

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- 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:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	NA	
Section 8 Vouchers		
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

Attachment: a01.doc

(2) Section 8 Management: (list below)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Does not apply

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

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? (select all that apply)

- PHA main administrative office
- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance

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? (select all that apply)

- PHA main administrative office
- Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (TX270bv01.doc)

-or-

The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (d01.doc)

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 below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund) Does not apply

Applicability of sub-component 7B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

- 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: (select the statement that best describes the current status)

- 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?
- If yes, list development name/s below:

- Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
- If yes, list developments or activities 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)]

Applicability of component 8: Section 8 only PHAs are not required to complete this section.

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 (Does not apply)

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

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: <u>(DD/MM/YY)</u>	
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?
6. Number of units affected:	
7. Coverage of action (select one)	
	<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)]

(Does not apply)

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

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.)
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)]

(Does not Apply)

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

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 of action: (select one)	
<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? (select one)

- 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)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

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? 06/06/00

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- 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 (describe)

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? (select all that apply)

- 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 (list below)

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)

(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		
Section 8		

- 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:
 Information & Referrals

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: (select all that apply)
- 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: (list below)

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

(Does not apply)

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

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 (select all that apply)

- 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 (describe below) NA

2. What information or data did the PHA use to determine the need for PHA actions to improve safety of residents (select all that apply).

- 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 (describe below) NA

3. Which developments are most affected? (list below)

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: (select all that apply)

- 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 (describe below) NA

2. Which developments are most affected? (list below)

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 (list below)

2. Which developments are most affected? (list below) NA

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- 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: TX270v01a.doc

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

See:TX270v01c.doc-State Certifications

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)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

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? (select all that apply)
 - 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? (select all that apply)

- 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: (list below) See Attached Certification: Our PHA Plan is Consistent with the State and Local Consolidated Plan.

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: (select all that apply)

- 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: (describe)

b. Eligible candidates: (select one)

- 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 (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list) (Appointed by Commissioners) Attachment:TX270v01d.doc

C. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

- 1. Consolidated Plan jurisdiction: (name of plan here)
State of Texas (See Attachment TX270v01c.doc)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- 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. (list below)

- Other: (list below)

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

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.



**PHA Plan
Table Library**

Attachment: TX270b01

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

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

Capital Fund Grant Number TX21P27050100 FFY of Grant Approval: (10-01-00)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	7,865.00
3	1408 Management Improvements	5,000.00
4	1410 Administration	6,600.00
5	1411 Audit	1,800.00
6	1415 Liquidated Damages	
7	1430 Fees and Costs	390.00
8	1440 Site Acquisition	
9	1450 Site Improvement	
10	1460 Dwelling Structures	10,000.00
11	1465.1 Dwelling Equipment-Nonexpendable	8,000.00
12	1470 Nondwelling Structures	30,000.00
13	1475 Nondwelling Equipment	9,000.00
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)	78,655.00
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
TX270-001-002-003	Operating Expense	1406	\$7,865.00
TX270-001-002-003	Part-Time Office Clerk	1410	6,600.00
TX270-001-002-003	Training and software	1408	5,000.00
TX270-001-002-003	Audit	1411	1,800.00
TX270-001-002-003	Fee & Cost	1430	390.00
TX270-001-002-003	Ranges & Refrig	1460	10,000.00
TX270-001-002-003	C/H/C	1465.1	8,000.00
TX270-001-002-003	Addition to Office (complete 1999 CIAP)	1470	30,000.00
TX270-001-002-003	Complete Interior Maint. Blding & Tools	1475	9,000.00

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)
TX 270- 001-002- 003	September 30, 2002	September 30, 2003

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
TX270-01-02-03	ROBERT LEE HOUSING AUTHORITY	2	4.76%	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Items are not over the \$25,000.00 threshold				10/01/2000

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment:TX270a01

Admissions and Continued Occupancy Policy for the Housing Authority of the City of Robert Lee Texas

A.C.O.P.

RESOLUTION # 238

ADOPTED: July 11, 2000

Note: This plan (ACOP) also serves as our “Tenant Selection and Assignment Plan (TSAP)” because it meets the requirements for a TSAP and provides the details as to how this agency processes the selection and assignment of applicants for Public Housing.

The ACOP also includes the regulatory “One-Strike” provisions for admission to Public Housing and applicable sections of Title V of H. R. 4194, the Quality Housing and Work Responsibility Act.

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ADDENDUMS

- A. Application Package
- B. Income Limits
- C. Lease
- D. Security Deposit
- E. Schedule of Utility Allowances
- F. Rent Calculations
- G. Schedule of Other Charges
- H. Rent Collection Policy
- I. Grievance Procedure
- J. Pet Policy
- K. Non-citizen Verification
- L. Eviction Policy
- M. Lawn Mowing Policy
- N. One Strike Policy
- O. Community Service/Self Sufficiency Policy
- P. Housekeeping Standards Policy
- Q. Maintenance Plan

Admissions and Occupancy Policy Housing Authority of the City of Robert Lee

I. PURPOSE

This Policy is established in order that the Housing Authority of Robert Lee, Texas will meet its responsibilities pursuant to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964 and all other civil rights requirements, regulations promulgated by the U. S. Department of Housing and Urban Development (HUD), the Annual Contributions Contract between the Housing Authority and HUD, and State and local laws, with respect to admission and occupancy of the Low Rent Public Housing Program.

This Policy governs admission and occupancy of Public Housing administered by the Housing Authority of Robert Lee, Texas hereafter called the Authority. It is the intent of the Authority to ensure decent, safe and sanitary housing for families of limited income in all Public Housing units owned or operated by the Authority under the United States Housing Act of 1937, as amended. It is the intent of the Authority to provide a suitable living environment which fosters economic and social diversity and upward mobility. The Authority will periodically review this Policy to assure compliance with housing legislation and civil rights requirements.

II. COMPLIANCE WITH CIVIL RIGHTS LAWS

A. Nondiscrimination

1. It is the policy of the Housing Authority of City of Robert Lee to comply with all applicable laws relating to Civil Rights, including
 - a. Title VI of the Civil Rights Act of 1964 (*24 CFR 1*)
 - b. Title VIII of the Civil Rights Act of 1968, as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988. (*24 CFR 100*)
 - c. Executive Order 11063, Section 504 of the Rehabilitation Act of 1973 (*24 CFR 8*)

- d. Age Discrimination Act of 1975 (*24 CFR 146*)
 - e. Title II of the Americans with Disabilities Act, to the extent that it applies; otherwise, Section 504 and the Fair Housing Amendments govern.
 - f. Any applicable state laws or local ordinances
 - g. Any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted (*24 CFR 960.203*)
2. The Authority will not discriminate because of race, color, sex, religion, age, familial status, disability, or national origin in the leasing, or other disposition of housing or related facilities, including land, that is part of any project under the Authority's jurisdiction covered by a contract for annual contributions under the U. S. Housing Act of 1937, as amended, or in the use or occupancy thereof. (*24 CFR 100.5*)
 3. The Authority will not, on account of race, color, sex, religion, age, familial status, disability, or national origin:
 - a. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - b. Provide housing which is different from that provided others, unless the housing has been specially adapted for use by persons with disabilities, where applicable and/or required;
 - c. Subject a person to segregation or disparate treatment;
 - d. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
 - e. Treat a person differently in determining eligibility or other requirements for admission;
 - f. Deny a person access to the same level of services (*services must be accessible to disabled persons, whether services are offered by the Authority or by another service provider on the Authority's property*); or
 - g. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.
 4. The Authority will not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose

head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine. (24 CFR 960.205).

5. The Authority will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 and the Fair Housing Amendments Act of 1988 the Authority will make structural modifications to its housing and non-housing facilities (24 CFR 8.21, 8.23, 8.24, and 8.25), make reasonable accommodations (24 CFR 100.204), or combinations of the two to permit people with disabilities to take full advantage of the housing program.
 - a. In making reasonable accommodations or structural modifications to existing housing programs (see 24 CFR 8.24) or in carrying out Other Alterations (see 24 CFR 8.23(b)) for otherwise qualified persons with disabilities, the Authority is not required to:
 - 1) Make each of its existing facilities accessible or make structural alterations when other methods can be demonstrated to achieve the same effect (24 CFR 8.24);
 - 2) Make structural alterations that require the removal or altering of a load-bearing structural member (24 CFR 8.32 (c));
 - 3) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level (24 CFR 8.26);
 - 4) Take any action that would result in a fundamental alteration in the nature of the program (24 CFR 8.24 (a)(2)); or
 - 5) Take any action that would result in an undue financial and administrative burden on the Authority. (24 CFR 8.24 (a)(2)).
 - b. When the Authority is making substantial alterations (defined in 24 CFR 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility, Authority is not required to:
 - 1) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below grade level (24 CFR 8.26);

- 2) Make structural alterations that require the removal or altering of a load-bearing structural member (24 CFR 8.32(c)); or
- 3) Make structural alterations to meet minimum accessibility requirements where it is structurally impractical. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. (24`

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. The Authority will not permit these policies to be subverted to do personal or political favors. The Authority will not offer units in an order different from that prescribed by this Policy, since doing so violates the Policy, federal law and the civil rights of the other families on the Waiting List. [24 CFR 906.204 (a) (3) (ii)]
7. The Authority will not discriminate in the assignment of managers and other staff responsible for the administration of the dwelling units.

B. Accessibility and Plain Language

1. Application and management offices, hearing rooms, community rooms, laundry facilities, craft and game rooms and other common areas of the Authority will be available for use by residents with a full range of disabilities. If these facilities are not already accessible and located on accessible routes, some must be made so, subject to the undue financial and administrative burden test. (24 CFR 8.20 and 8.21)
2. Documents intended for use by applicants and residents will be made available in formats accessible for those with vision and hearing impairments (24 CFR 8.6). The documents will be written simply and clearly to enable participants with learning or cognitive disabilities to understand as much as possible. (24 CFR 912.5(a) requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or resident in a language that is understood by the individual if the individual is not proficient in English).
3. Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations and lease compliance are complicated, but Authority staff will offer examples where possible to help applicants/residents understand the issues involved. In writing materials to be used by applicants/residents, the

Authority staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand, so rules and benefits may have to be explained verbally, perhaps more than once. (24 CFR 8.6)

4. At the point of initial contact, Authority staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative, advocate) accompany the applicant to receive, interpret and explain housing materials. (24 CFR8.6)
5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read and filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. *(PHAs are not required to pay the costs associated with having a foreign language interpreter as they are for a sign language interpreter for the hearing impaired [24 CFR 8.6] because the Fair Housing law makes no such requirement)*
6. At a minimum, the Authority will prepare the following information in plain-language accessible formats:
 - a. Marketing and informational materials
 - b. Information about the application process
 - c. How rents and utility allowances are determined
 - d. Application form and required certifications
 - e. All form letters and notices to applicants/residents
 - f. General statement about reasonable accommodation
 - g. Orientation materials for new residents
 - h. Lease and house rules
 - i. Guidance or instructions about housekeeping and care
 - j. Information about the Waiting List
 - k. All information related to applicants' rights to hearings

III. MARKETING

- A. It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. All marketing efforts will include outreach to those least likely to apply. Outreach efforts will take into consideration:
 - 1. The number of vacant units
 - 2. Availability of units through turnover
 - 3. Waiting List Characteristics
- B. The Authority will periodically assess the factors in order to determine the need for and scope of any marketing efforts.
- C. All marketing and informational materials will:
 - 1. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language [24 CFR 109.30 (a)];
 - 2. describe the housing units, application process, Waiting List, priority system and eligibility accurately;
 - 3. will be in plain language and will use more than strictly English language print media;
 - 4. will target all agencies that serve and advocate for potential applicants;
 - 5. will make clear who is eligible: low income individuals and families; working and non-working people; as well as the elderly and disabled.
 - 6. will make clear that it is the Authority's responsibility to provide reasonable accommodations to people with disabilities.

IV. DEFINITIONS

Accessible Dwelling Units

When used with respect to design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32

and Section 40 (the Uniform Federal Accessibility Standards) is “accessible” within the meaning of this paragraph. When an individual unit in an existing facility is being made accessible for use by a specific individual, the unit will be deemed accessible when it meets the standards that address the impairment of that individual.

Accessible Facility

All or any portion of a facility *other than* an individual dwelling unit used by individuals with physical handicaps (24 CFR 8.21)

Accessible Route

For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. (24 CFR 8.3 & 40.3.5)

Adaptability

Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability (24 CFR 8.3 & 40.3.5)

Adjusted Income

Adjusted income (income upon which rent is based) means Annual Income less the following deductions and exemptions: (24 CFR 5.611)

Non-elderly/Non-disabled Families

1. **Child Care Expenses:** a deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed:
 - a. amount of employment income included in the Authority's computation of annual income
 - b. an amount determined to be reasonable by the Authority when the expense is incurred to permit education or to actively seek employment.
2. **Dependent Deduction:** an exemption of \$480 for each member of the family residing in the household (other than the head of

household, or spouse, Live-In Aide, foster adult or foster child) who is under eighteen

(18) years of age or who is eighteen (18) or older and disabled, handicapped or a full-time student.

3. **Disability Assistance Expense Deduction:** (for families not considered a "disabled family" but which have a member, other than the head or spouse, who is disabled) a deduction of the cost of all unreimbursed expenses for Disability Assistance less three percent (3%) of Annual Income, provided the amount so calculated does not exceed the employment income earned.

For Elderly and Disabled Families Only (families whose head, co-head, spouse or sole member is elderly or disabled)

1. **Elderly/Disabled Household Exemption:** An exemption of \$400 per household.
2. **Medical Deduction and/or Disability Assistance Expense Deduction (medical expenses of all family members counted)**
 - a. ***For Elderly /Disabled Families with Medical Expenses but without Disability Assistance Expenses:*** total unreimbursed medical expenses less three percent (3%) of Annual Income.
 - b. ***For Elderly/Disabled Families with both Medical and Disability Assistance Expenses:***
 - 1) If total of all un-reimbursed disability assistance expense is equal to or greater than three percent (3%) of Annual Income, deduction equals the amount of Disability Expenses less 3% of Annual Income, PLUS actual unreimbursed Medical Expense.
 - 2) If total of all un-reimbursed Disability Assistance expense is less than 3% of Annual Income, then the deduction equals the amount by which the sum of Disability Assistance expenses plus Medical Expenses exceeds 3% of Annual Income.

Alteration

Any change in a facility or its permanent fixtures or equipment. Does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to the mechanical systems.

Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily

absent) and by each additional adult family member. It includes all net income from assets for the 12-month period following the effective date of initial determination or re-examination of income.

To annualize full-time employment, multiply as follows:

- a. Hourly wages by 2080 hours
- b. Weekly wages by 52
- c. Bi-weekly wages by 26
- d. Semi-monthly wages by 24
- e. Monthly amount by 12

Income includes but is not limited to: (24 CFR 5.609)

1. full amount before any payroll deductions, of wages and salaries overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services
2. net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
3. interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

Where the family has net family assets greater than \$5,000, annual income shall include 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 the HUD field office, whichever is greater.

4. 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 amounts for the delayed start of a periodic amount for other than social security or SSI
5. Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation and severance pay
6. All welfare assistance payments received by or on behalf of any family member
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members
8. All regular pay, special pay and allowances of a family member in the Armed Forces.
9. Imputed welfare income amount (see definition) if family has received a specified welfare benefit reduction as a result of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Does not include: (24 CFR 5.609)

1. Income from the employment of children (including foster children) under the age of 18
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone)
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains and settlement for personal property losses
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (24 CFR 5.403)

6. Full amount of student financial assistance paid directly to the student or the educational institution
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain types of income related to training:
 - a. amounts received under HUD funded training programs (such as Step-Up; excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training)
 - b. amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
 - c. amounts received by a participant 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.) to allow participation in a specific program
 - d. a resident services stipend: a modest amount not to exceed \$200/month received by a public housing resident for performing a service for the Authority, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are 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.
 - e. Compensation from State or local employment training programs and training of family members 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 a limited period as determined in advance by the Authority.
9. Temporary, non-recurring, or sporadic income, including gifts
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse)
12. Adoption assistance payments in excess of \$480 per adopted child

13. Deferred periodic payments of supplemental security income (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
14. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the disabled family member at home.
16. 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 United States Housing Act of 1937. Include:
 - a. value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977
 - b. payments to volunteers under Domestic Volunteer Services Act of 1973 (RSVP, Foster Grandparents, Senior Companion Program; and Older American Committee Service Program, VISTA, Peace Corps, Service Learning program, Special Volunteer Programs; Small Business Administration Programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE
 - c. first \$2,000 of payments received under the Alaska Native Claims Settlement Act
 - d. income derived from certain sub-marginal land of the U. S. that is held in trust for certain Indian tribes
 - e. payments or allowances made under Dept. of Health and Human Services Low-Income Home Energy Asst. Prog.
 - f. payments received under programs funded in whole or in part under the Job Training Partnership Act
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior

- i. amounts of scholarships funded under Title IV of Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (Pell Grants, Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study and Byrd Scholarships.
 - j. payments received from programs funded under Title V of the Older Americans Act of 1965 (Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Senior Citizens and Green Thumb)
 - k. payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Orange product liability litigation.
 - l. payments received under the Maine Indian Claims Settlement Act of 1980
 - m. the value of any child care provided or arranged (or any amount received a for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
 - n. Earned Income Tax Credit refund payments received on or after January 1, 1991.
 - o. Amounts earned by temporary census employees, provided t he terms of employment do not exceed 180 days.
17. The first twelve (12) months of additional income due to employment, starting on the date of employment for a family:
- a. whose income increased as a result of employment of a family member who was previously unemployed for one or more years. *(For purposes of this section, "previously unemployed" includes a person who has earned, in the previous twelve months, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage).*
 - b. whose income increased during the participation of a family member in any family self-sufficiency or other job training; or
 - c. who, within 6 months previous to new employment, was assisted through TANF (temporary assistance for needy

families) in the amount of at least \$500, as verified by the local TANF agency.

Anticipated Annual Income

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. This method would be used for teachers who are paid for only nine (9) months, or for residents receiving unemployment compensation.

Applicant

A person or a family that has applied for admission to housing.

Application

A written form, to be signed and dated by an adult member of the family, which includes information the Authority needs to determine whether the family may be admitted in accordance with Section V of this Policy.

Area of Operation

The municipality for which the authority is created and the area that is within five miles of the territorial boundaries of the municipality and is not within the territorial boundaries of another municipality. To operate in another jurisdiction requires a resolution from the governing body of that jurisdiction. (*Texas Local Government Code 392*)

Assets

Cash (including checking accounts), stocks, bonds, savings, equity if real property, or the cash value of life insurance policies. Assets **do not** include the value of personal property such as furniture, automobiles and household effects or the value of business assets.

Auxiliary Aids

Services or devices that enable persons with impaired sensory, manual or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. (*24 CFR 8.3*)

Care Attendant

A person who regularly visits the unit of an Authority resident to provide supportive or medical services. Care attendants have their own place of residence (and if

requested by the Authority, must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

Ceiling Rent

A maximum total tenant payment amount established by the Authority, which may be tied to one or more individual projects, sites or unit sizes.

Child Care Expenses

A deduction of amounts anticipated to be paid by the family for the care of children under 13 for the period for which Annual Income is computed. Allowed ONLY when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed:

1. the amount of employment income included in the Authority's computation of annual income.
2. an amount determined to be reasonable by the Authority when the expense is incurred to permit education or to actively seek employment. The Authority will use the average of rates obtained from four **(4)** local child care facilities to determine a reasonable maximum child care expense.
3. when there is an unemployed adult household member in the family, child care expenses will not be allowed, unless family can provide proof that the available adult member is not physically or mentally capable of providing child care.

Co-head of Household

A household where two persons are held responsible and accountable for the family.

Community Service

The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded.

Covered Family

Family who receives welfare assistance or other public assistance from a state or other public agency under a program for which federal, state, or local law requires that a member of the family participate in an economic self-sufficiency program as a condition of such assistance.

Dependent

A member of the household (other than head, spouse, sole member, foster child, foster adults, or Live-in Aide) who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. (24 CFR 5.603)

Designated Family

the category of family for whom a housing authority elects (subject to HUD approval of an Allocation Plan) to designate a project (e.g., elderly family in a project designated for elderly families) in accordance with 1992 Housing Act. (24 CFR 945.105)

Designated Housing

a project(s) or portion of a project designated for elderly only or for disabled families only in accordance with 24 CFR 945.105.

Disability Assistance Expense

Amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member or family members, including the disabled person, to be employed. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities. (24 CFR 5.603)

Disabled Family

A family whose head/ co-head/ spouse or sole member is a person with disabilities. The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. (24 CFR 5.403)

Disabled Person

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [U.S.C. 6001(7)], or has a disability as determined by HUD regulations at 24 CFR 5.403 and 8.3.

1. **Section 223:** disability defined as 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 in the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or ability comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

2. **Section 102(7):** developmental disability defined as a severe chronic disability that:
 - a. is attributable to a mental or physical impairment or combination of the two
 - b. is manifested before the person attains age twenty-two(22)
 - c. is likely to continue indefinitely
 - d. results in substantial functional limitation in three or more of the following areas of major life activity: self care, receptive and responsive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency.
 - 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 or extended duration and are individually planned and coordinated.
3. A person having a physical, mental or emotional impairment that:
 - a. is expected to be of long, continued and indefinite duration
 - b. substantially impedes the person's ability to live independently
 - c. is of such a nature that such ability could be improved by more suitable housing conditions.
4. For purposes of qualifying for housing programs, the term does not include any individual whose disability is based solely on any drug or alcohol dependence.
5. Individual with handicaps, as defined in 24 CFR 8.3, as follows: means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. As used in this definition, the phrase:
 - (a) Physical or mental impairment includes:
 - (1) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special

- sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- (2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - (3) The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (b) Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
 - (c) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
 - (d) Is regarded as having an impairment means:
 - (1) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
 - (2) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
 - (3) Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment.

6. The definition of handicap in Section 504 of the Rehabilitation Act of 1973 does not include homosexuality, bisexuality, or transvestitism. (*these characteristics do not disqualify an otherwise disabled applicant/resident from being covered*).

Disallowance

An exclusion from annual income for purposes of rent computation.

Displaced Person

A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws.

Divestiture Income

Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value.

Domestic Violence

Actual or threatened physical violence of a recent or continuous nature directed against one or more members of the applicant's family by a spouse or other family member.

Due Process Determination

A determination by HUD that specified procedures for judicial eviction under State and local law require that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the unit. (24 CFR 966.53)

Elderly Family

A family whose head, co-head, spouse or sole member is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. (24 CFR 5.403)

Elderly Person

A person who is at least 62 years of age (24 CFR 5.100)

Elements of Due Process

The court procedures for eviction under State and local law require all of the following before eviction from a unit: (24 CFR 966.53)

1. the opportunity for a hearing on the existence of serious or repeated lease violations or other good cause for eviction
2. advance notice of the hearing, and of the alleged reasons for eviction
3. hearing before an impartial party
4. the opportunity to be represented by counsel
5. the opportunity to present evidence and question witnesses
6. a decision on the reasons for eviction before the occupants are evicted

Eligibility Income

This is the applicant's **Annual Income** amount. This figure is compared to the HUD-approved income limits (issued annually) to determine if an applicant family is eligible for admission.

Extremely Low Income Family

A Family whose Annual Income is equal to or less than 30% of Area Median Income, adjusted for family size, as published by HUD.

Eviction

Forcing the occupants to move out of the unit.

Family

Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in Authority housing; OR two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in Authority housing.

“Family” also includes: Elderly Family, Near Elderly Family, Disabled Family, Displaced Person, Single Person, the remaining member of a tenant family, a foster

care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family (*24 CFR 5.403*)

Family Self Sufficiency

Any approved program established by the Authority to promote self-sufficiency among participating families, including the provision of supportive services, toward the goal of the families' no longer needing public assistance.

Flat Rents

Total Tenant Payments set by the Authority, that are based on market rate rents and comparable to rents in the private sector for similar type and size units.

Foster Child/Adult

A child/adult placed in the care of a Foster Family by a licensed Child Placement Agency or Adult Placement Agency.

Fraud

Fraud as defined under any Federal or State civil or criminal statute, or any other deliberate misrepresentation to this Authority by any member of an applicant or resident family. (24 CFR 966.2)

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. Educational institutions include but are not limited to: colleges, universities, secondary schools, vocational schools or trade school (24 CFR 5.603)

Hardship Waiver (Minimum Rent)

A family may apply for a waiver of the minimum rent if one of the following situations occurs:

1. Family has lost eligibility for or is awaiting approval of federal, state, or local assistance (includes family with member who is a noncitizen who is lawfully admitted for permanent residence)
2. Family's income has decreased because of changes in circumstances, including loss of employment
3. A family member has died

Hate Crimes

Actual or threatened physical violence or intimidation of a recent or continuing nature that is directed against a person or his property that is based on the person's race, age, color, religion, sex, national origin, disability or familial status.

Head of Household

Head of household is the family member (identified by the family) who is held responsible and accountable for the family.

Household

The tenant and other persons who live in a unit with written approval of the Authority. (24 CFR 966.2)

Imputed Welfare Income

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income - Adjusted

See "Adjusted Income"

Income - Annual

See "Annual Income"

Income - Eligibility

See "Eligibility Income"

Income Limits

The income limits for each county in the state are determined and published by HUD annually. Income limits are based on 30%, 50% and 80% of median for the area. The Authority's income limits are contained in Addendum B.

Income-Based Rent

Total Tenant Payment that is based on the family's income

Kinship Care

An arrangement in which a relative or non-relative becomes the care giver for a child or children but is not the biological parent of the child or children. The primary care giver need not have legal custody of such child or children to be a kinship care giver under this definition.

Live-In Aide (24 CFR 5.403)

1. A person who resides with an elderly person(s), near elderly person(s) or person(s) 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 to support the family member
 - c. would not be living in the unit except to provide the necessary supportive services
2. A Live-In Aide is not listed on the lease and cannot become a remaining family member for continued occupancy purposes.
 3. A Live-In Aide's income is not counted in determining the family's income.

Low Income Family

A family whose annual income does not exceed 80 per cent of the median income for the area as determined by HUD with adjustments for smaller and larger families.

Medical Expense

Medical expenses include but are not limited to:

1. services of physicians and other health care professionals
2. services of health care facilities
3. health insurance premiums, including cost of Medicare
4. prescription and non-prescription medicines
5. transportation to and from treatment
6. dental expense
7. eyeglasses
8. hearing aids and batteries
9. attendant care (unrelated to employment of family members)

These are expenses that are anticipated during the period for which annual income is computed and that are not covered by insurance (*24 CFR 5.603*)

Medical Expense Allowance

For purposes of calculating adjusted income for elderly or disabled families only, medical expense allowance means the medical expense in excess of **3%** of Annual Income, where these expenses are not compensated for or covered by insurance (*24 CFR 5.611*)

Minimum Rent

A family will pay whichever is highest: **10%** of annual (or gross) income; **30%** of adjusted income, or a **\$ 50.00** minimum rent established by the housing authority. This minimum rent is the total tenant payment, which is reduced by an allowance for utilities where the tenant pays part or all of the utilities.

Minor

A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. Some minors are permitted to execute contracts, provided a court has declared them “emancipated.”

Mixed Population Project

A public housing project for elderly and disabled families. The Authority is not required to designate this type of project under 24 CFR 945 or prepare an allocation plan.

Mixed Family

A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. *(24 CFR 5.504)*

Monthly Income

One-twelfth of Annual Income *(24 CFR 5.603)*

Monthly Adjusted Income

One-twelfth of Adjusted Income *(24 CFR 5.603)*

Multifamily Housing Project

For purposes of 504, means a project containing five or more dwelling units *(24 CFR 8.3)*

Near-Elderly Family

A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age). The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. *(24 CFR 5.403)*

Near-Elderly Person

A person who is at least 50 years of age but below 62, who may be a person with a disability. (24 CFR 5.603)

Negative Rent

See Utility Reimbursement

Net Family Assets (24 CFR 5.603)

1. The net cash value, after deducting reasonable costs (e.g., brokerage or legal fees, settlement costs, penalties for early withdrawal) that would be incurred in disposing of:
 - a. Real property (land, houses, mobile homes)
 - b. Savings (CD, IRA or KEOGH accounts, checking and savings accounts, precious metals)
 - c. Cash value of whole life insurance policies
 - d. Stocks and bonds (mutual funds, corporate bonds, savings bonds)
 - e. Other forms of capital investments (business equipment) excluding interests in Indian trust lands and excluding equity accounts in HUD home ownership programs
2. In the case of a trust fund not revocable by or controlled by any members of the family or household, the value of the trust fund will not be considered an asset as long as the fund continues to be held in trust. Any income from the trust shall be counted as income.
3. If a family disposed of an asset within the two years preceding the date of the application or re-certification at less than fair market value, the difference between what they received and what they would have gotten, had they received the fair market value is counted as an asset for purposes of determining net family assets.
3. In the case of a disposition as part of a separation or divorce settlement,

the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

Non-citizen

A person who is neither a United States citizen nor a National of the United States (24 CFR 5.504)

Over-income Family

An individual or family who is not a low-income family at the time of initial occupancy.

Portion of project

Includes one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects (24 *CFR 945.105*)

Project (504 Definition)

Means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not on a common site (24 *CFR 8.3*)

Public Assistance

TANF or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Reasonable Accommodation

Reasonable accommodation is making alterations or adaptations to provide access to otherwise qualified individuals with disabilities in the use of the program and facilities, without causing undue financial and administrative hardship or substantially altering the program or activity.

Re-certification

Also called re-examination or redetermination. The checking of family circumstances and income at least annually to determine if family composition or income changes would require a change in rent or unit size.

Service Provider

A person or organization qualified and experienced in the provision of supportive services, that is in compliance with any licensing requirements imposed by State or local laws for the type of service or services to be provided. The service provider

may provide the service on either a for-profit or not-for-profit basis (24 CFR 945.105)

Single Person

A person who lives alone or intends to live alone and is not an elderly person, a person with disabilities, a displaced person or the remaining member of a resident family(24 CFR 945.105)

Specified Welfare Benefit Reduction

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
2. does not include a reduction or termination of welfare benefits by the agency
 - (a) at expiration of a lifetime or other time limit on the benefits
 - (b) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self sufficiency or work activities requirements; or
 - (c) because a family member has not complied with other welfare agency requirements.

Spouse

Spouse means the husband or wife of the head of household.

TANF

Temporary Assistance to Needy Families. The term that replaced AFDC.

Tenant Rent

The amount payable monthly by the family as rent to the Authority. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the Authority and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR 5.603)

Total Tenant Payment (TTP)

1. Income-Based: Total Tenant Payment is the greater of 30% of the Monthly Adjusted Income (as defined in this Policy) and 10% of the Monthly Annual Income (as defined in this Policy), but never less than the Minimum Rent (except for Hardship Waivers) or greater than the Ceiling Rent, if any.
2. Flat Rent: Total Tenant Payment will be the Flat Rent if the family chooses Flat Rent instead of Income-based rent. (See ***Flat Rent***)

If the tenant pays the utilities, the amount of the Utility Allowance is deducted from the TTP. Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges.

Uniform Federal Accessibility Standards

Standards for the design, construction and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. Standards are in Appendix A to 24 CFR 40.

Utilities

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service is not considered a utility.

Utility Allowance (24 CFR 5.603)

If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family, an amount equal to the estimate made, as approved by the Authority or HUD, of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary and healthful living environment. Schedule of Utility Allowances is incorporated into this Policy as Addendum E.

Utility Reimbursement (24 CFR 5.603)

The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit. In such a case, the amount will be reimbursed to the family on a monthly basis or directly to the utility company on behalf of the family.

Very Poor Family

See "Extremely Low Income Family"

Very Low Income Family

Family whose Annual Income does not exceed fifty (50) per cent of the median income for the area.

V. ELIGIBILITY FOR ADMISSION

- A. It is the Authority's policy to admit only qualified applicants.
- B. An applicant is qualified if he or she meets all of the following criteria:
 - 1. Is a family as defined in Section IV of this Policy;
 - 2. Is a family that meets the HUD requirements on citizenship or immigration status; (*24 CFR 5.500 - 5.528*)
 - a. A family is not eligible for full housing assistance unless every member of the family in the unit is determined to be either a U. S. citizen or have eligible immigrant status as defined by the regulations.
 - b. A Mixed Family (in which one or more family members is determined to be ineligible on the basis of immigration status) may be eligible for prorated assistance.
 - 3. Has an Annual Income at the time of admission that does not exceed the low income limits for occupancy established by HUD, and posted separately in the Authority office.
 - 4. Provides a documented Social Security number for all family members, age 6 or older, or certifies that they do not have Social Security numbers (*24 CFR 5.216*)
 - 5. Meets or exceeds the Applicant Suitability Screening set forth in Section XI of this Policy (*24 CFR 960.205*), including attending and successfully completing an Authority preoccupancy orientation.

VI. APPLICATIONS FOR ADMISSION

A. General Conditions

- 1. Under no circumstances will anyone be denied the right to request or submit an application for housing, unless the Authority has publicly announced the temporary closing of all or part of the Waiting List (see Section IX)
- 2. Applications will be accepted on Mon. thru Fri. 9:00 a.m. til 3:00 p.m. at the office, 710 Bishop Street, Robert Lee, Texas.

3. A completed written application form, signed by Head, Co-Head or Spouse of the applicant family, will be obtained from all applicants seeking admission to housing.
4. No application will be accepted by mail, unless special arrangements are requested and approved by the Authority, based on a person's disability or other extenuating circumstance that would prevent him/her from coming into the office to fill out the application. Applications received by mail will be dated as of the date of the next regularly scheduled application-taking day and marked with the beginning time of the next regularly scheduled application-taking day. On that date, the applicant will then be placed on the Waiting List.
5. At the time the applicant comes to the office to make application, the Authority staff will interview the applicant and explain the application, verification and screening process.
6. The application package (**Addendum A**) consists of:
 - a. Application Form
 - b. Personal Declaration
 - c. Applicant Certification
 - d. Information Concerning Citizenship Verification
 - e. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status (if applicable)
 - f. Authorization for Release of Information/Privacy Act Notice
 - g. Criminal History Check Acknowledgment Form
 - h. Waiting List Policy Statement
 - i. "Things You Should Know" Brochure
 - j. Applicable Verification Forms
 - k. Community Service Policy/Exempt Forms
7. At the initial visit, the family will complete and sign the application form and sign all certifications and releases. It is important at the first visit that enough information is obtained to make a preliminary determination of eligibility.

8. The Authority will work on the assumption that the facts certified to by the applicant in the application are correct, although all those facts will be subject to verification later in the application process.
9. As soon as the Authority has a completed, signed application form, the application will be marked with the date, time and income priority and immediately placed on the Waiting List, which is subdivided according to number of bedrooms and type (elderly/non-elderly).
10. **Every applicant who submits a completed, signed application form will immediately be placed on the Waiting List, regardless of whether or not all other application documents have been submitted and regardless of whether or not the applicant initially appears eligible.**

B. Preliminary Determination of Eligibility

1. Within approximately 30 days following the interview, a preliminary review of the applicant's file will take place to check for apparent eligibility or ineligibility based on the statements made on the application and signed certifications.
2. A review of Authority internal records will be made to determine if an applicant has participated in any of the programs administered by this Authority or any other Housing Authority and left the program owing unpaid rent, damages, vacancy loss, or other charges. Such an applicant will not be determined eligible until all funds are repaid in full.
3. **Applicant Determined Preliminarily Ineligible:**
 - a. An applicant who is determined to be ineligible because of information on the application (e.g., over income) or a record of a prior eviction from public housing or debts owing, will be notified in writing of the ineligibility. Notice will:
 - 1) specify reasons why ineligible
 - 2) inform applicant that he or she has fourteen (14) days after receipt of this notice to request a hearing (see Section XII)
 - 3) if the only reason for denial is money owed to the Authority or another housing agency, inform applicant that he or she has fourteen (14) days to repay the debt or be removed from the waiting list.
 - b. Applicant is removed from Waiting List.

- c. Once the decision to deny is made, the application will be filed and kept for three years.

4. **Applicant Determined Eligible:**

Eligible applicants will be notified in writing or by telephone

- a. that they have been placed on the Waiting List according to the date and time of their application.
- b. that it is their responsibility to submit the rest of their documents, if applicable, within the next six (6) months, as well as report any change in income priority status.
- c. that they will receive notification from the Authority when their name is close to the top of the Waiting List and final verifications are to be processed
- d. that, if they do not hear from the Authority by the end of the six (6) month period, it is their responsibility to contact the Authority to update their information and express interest in remaining on the Waiting List. *Otherwise, they will be dropped from the List unless they have, at initial application, requested assistance with communication as a reasonable accommodation of their disability. Such assistance in updating the Waiting List could include the Authority contacting the applicant with a disability or a designated friend, relative or representative, rather than requiring the applicant to contact the Authority.*

C. **The Waiting List will reflect for each application the following information and will be consistent with Title VI objectives and other requirements:**

- 1. the date and time of receipt; race and ethnicity of head of household
- 2. Income priority status
- 3. the determination by the Authority as to preliminary eligibility or ineligibility
- 4. date determined eligible or ineligible
- 5. the unit size(s) for which eligible
- 6. the date, location, identification and circumstances of each vacancy offered and accepted or denied.

D. Time Table for Final Verifications

1. If there are applicants on the Waiting List, final verification (process outlined in Section X) of all application information submitted by the family will be conducted no earlier than 120 days prior to the estimated time the applicant will be offered a unit.
2. When an applicant is approximately within thirty (30) days of being at the top of the Waiting List, Authority staff will begin the applicant screening process, according to Section XI.
3. If there is no one on the Waiting List, verifications and screening will begin immediately after all completed application paperwork has been submitted by the family.

VII. ADMISSION PRIORITIES AND SPECIAL CIRCUMSTANCES

A. Deconcentration and Income Targeting

In its assignment of units, the Authority will, to the maximum extent possible, avoid concentration of the most economically and socially deprived families in any one or all of its developments, in an attempt to achieve a broad range of incomes.

1. Applicants will be grouped according to the following priorities based on income ranges:
 - a. Priority 1: Families with incomes between 0% and 30% of the area median income
 - b. Priority 2: Families with incomes between 31% and 80% of the area median income (target is 60% of admissions)
2. As required by the ***Quality Housing Responsibility Act of 1998***, at least **40 percent** of the families admitted during the fiscal year **must be** admitted from Priority 1. In order to ensure that at any given time the Authority has not fallen below the required 40%, the following test (see worksheet in Addendum B) will be performed prior to each new admission:
 - a. Determine total number of admissions since start of the fiscal year
 - b. Add one to this total (the applicant about to be housed)
 - c. Determine number of families housed to-date with incomes at or below 30% of median

- d. Divide 3) by 2)
 - 1) if the result is .40 or greater, next admission may have an income greater than 30%
 - 2) If the result is less than .40, the next admission must have an income at or below 30% of median.
- 3. In order to prevent or correct concentrations of the lowest income families in any one project or portion of project, the Authority may skip over a Priority 1 family on the Waiting List in order to house a Priority 2 family with higher income.
- B. When selecting a family for a unit in housing designated for elderly families, the Authority will give a priority to elderly and near elderly; in housing designated for disabled families only disabled families will be admitted.
- C. When selecting a family for a unit with accessible features, the Authority will give priority to families that include disabled persons who can benefit from the unit's features.
- D. If no family needing accessible features can be found for a unit with accessible features, the Authority will house a family not needing the features, subject to the procedures described in the Tenant Selection and Assignment plan, described in Section XIII Under this Policy. A non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.
- E. Over-Income Families (**for PHAs under 250 units**). If there are vacant Units and there is no one on the waiting list
 - 1. the Authority will advertise the availability of the unit for 30 days in the local newspaper
 - 2. a family wanting to lease the unit may do so on a month to month basis until an eligible family applies.
 - 3. if an over-income family becomes available to fill the unit before the advertising period is up, the Authority will move the family into the unit immediately.
 - 4. A market rate rent will be charged for the unit.
 - 5. When an eligible family becomes available, the over-income family will

be given 30 days notice to vacate

- F. If determined necessary to increase security within a project, the Authority may rent a unit to a police officer who is not otherwise eligible.
 - 1. Rent and terms of the lease will be negotiated between the Authority and the officer.
 - 2. Officer must be employed full-time as a professional officer licensed by a federal, state or local government agency.

VIII. OCCUPANCY STANDARDS

- A. It is the Authority's policy that units should be occupied by families of the appropriate size. This policy maintains the usefulness of the units while preserving them from excessive wear and tear.
- B. The following minimum and maximum number of persons per unit guide will govern the number of bedrooms required to accommodate a family of a given size and composition:

Occupancy Guidelines		
<u>Number of Bedrooms</u>	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

- C. Families may choose to be placed on the waiting list for a unit one bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.
- D. Under the minimum-number-of-persons-per-unit standard, generally two people will share a bedroom, except that units will be so assigned that:
 - 1. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom **except at the request of the family.**

2. Exceptions to these standards may be made in the case of reasonable accommodations for a person with disabilities.
 3. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit.
 4. In determining unit size, the Authority will consider a child who is temporarily away from home because of placement in foster care, kinship care or away at school.
 5. Two children of the opposite sex will not be required to share a bedroom **except at the request of the family.** Two children of the same sex are expected to share a bedroom, regardless of their ages.
 6. The living room or dining room will not be considered as a bedroom when determining the minimum size unit for which a family qualifies.
 7. A single head of household parent will not be required (but may choose) to share a bedroom with his/her child.
 8. A live-in attendant may be assigned a bedroom.
 9. For verified reasons of medical or health problems, a separate bedroom may be provided for an individual family member.
 10. A single person who is not elderly or disabled may not be placed in a larger than one bedroom unit.
- E. At the discretion of the Authority, families may be permitted to exceed the maximum as shown on the chart when the family requests such occupancy, and when the Authority determines that the unit in question is large enough.
- F. In any case, no larger unit will be held vacant due to lack of appropriate sized family on the Waiting List, if it is not financially feasible to do so.
- G. In assigning unit sizes, the Authority will take into account different cultural standards, length of time the family would have to wait for smaller versus larger units, and the age, relationship and sex of family members. *(related language recommended by HUD)*

IX. THE WAITING LIST

A. General Management

1. It is the policy of the Authority to administer its Waiting List as required by the regulations at 24 CFR 960.
2. The Authority, at its discretion, may restrict application intake, suspend application intake, and close Waiting Lists in whole or in part. The Authority may open or close the list by unit size or type available.
3. At the time of initial intake, the Authority will advise families of their responsibility to notify the Authority when their circumstances, mailing address or phone numbers change.

B. Closing the Waiting List

1. Decisions about closing the Waiting List will be based on
 - a. the number of applications available for a particular size and type of unit,
 - b. the ability of the Housing Authority to house an applicant in an appropriate unit within a reasonable period of time
2. Decisions to close the Waiting List, restrict intake or open the Waiting List will be publicly announced.
3. During the period when the Waiting List is closed, the Authority **will not** maintain a list of individuals who wish to be notified when the waiting list is re-opened
4. When the waiting list is closed or re-opened, a sign will be placed in the lobby (*office, window*) and an advertisement will be placed in the newspaper. The sign and ad will indicate which parts of the Waiting List are affected (program, type and bedroom size).

C. Removal of Applications from Waiting List

1. The Authority will remove an applicant's name from the Waiting List under the following circumstances:

- a. The applicant requests that the name be removed.
 - b. The applicant has failed to advise the Authority of his/her continued interest in being on the Waiting List. The Authority requires applicants to notify the Authority of continued interest on a six **(6) month** basis (*subject to reasonable accommodation for persons with disabilities--see Section VI B 4 d*) This includes advising the Authority of any changes in family status, priority status, or in physical or mailing address.
 - c. The Authority has made reasonable efforts to contact the applicant to schedule interviews or obtain information necessary to complete the application process and the applicant has failed to respond. In this case, the Authority will notify the applicant in writing or by telephone that he/she has ten **(10) working days** within which to reschedule the interview or provide the needed information. If applicant fails to respond within that period, the application will be withdrawn.
 - d. The applicant has failed to pay an outstanding balance owed to the Authority.
 - e. The Authority has notified the applicant of its intention to remove the applicant's name because the applicant was determined ineligible based on preliminary information on the application or pursuant to the verification process. In this case, the applicant may request an Informal Hearing for Denials (see Section XII), if he/she responds within fourteen **(14) days** of receipt of the written notification.
2. The Authority will consider mitigating circumstances such as disabilities, health problems or lack of transportation in determining if the application should be withdrawn.

X. VERIFICATIONS

- A. Verification is required for all information related to admission, annual re-examination, interim re-examination, transfer and any other changes in occupancy. To the maximum extent possible, the Authority will use the forms in **Addendum A** for obtaining verifications.

B. Applicants must cooperate fully in obtaining or providing the necessary verifications. As families approach the top of the Waiting List, no earlier than **120 days** prior to offer, the Authority will begin to verify the following items:

1. Family Composition and type
2. Annual Income
3. Assets and Asset Income
4. Deductions from Income
5. Social Security Numbers of all Family Members Age 6+
6. Information used in Applicant Screening
7. Citizenship or eligible immigration status

C. The Authority's first choice is a **written third party** verification to substantiate applicant or resident claims. All family members for whom deductions or other claims are being made by the family must sign verification forms to be sent to the appropriate source. The Authority may also use:

1. phone verification with the results recorded in the file, dated, and signed by Authority staff
2. review of documents, and
3. if no other form of verification is available, applicant certification. Each file will be documented to show that the Authority staff attempted to obtain third-party written documentation before relying on a less acceptable form of information.

D. Forms of Verification may include:

1. Checklists completed as part of the interview process and signed by applicant
2. Verification forms completed and signed by third parties
3. Reports of interviews
4. Letters
5. Notes of telephone conversations with reliable sources, dated and signed

- E. Verification of citizenship or eligible immigration status will be carried out in accordance with 24 CFR 5.500 - 5.528, the HUD Non-citizen Guidebook and the Immigration and Naturalization Service's (INS) SAVE system manual **(Addendum K)**
1. Each family member, regardless of age, must submit the following:
 - a. Citizens
 - 1) Signed declaration form (for a child, the responsible party signs)
 - 2) Proof of U. S. Citizenship (US birth certificate, US passport, Social Security Number, Voter Registration or other appropriate documentation).
 - b. Non-citizens claiming legal status
 - 1) Signed declaration form indicating kind of legal immigration status (for a child, the responsible party signs)
 - 2) Applicable INS documents
 - 3) Signed verification consent form (for a child, the responsible party signs)
 - c. Non-citizens 62 or older (applying for assistance on or after September 30, 1996)
 - 1) Signed declaration of eligible immigration status indicating kind of status
 - 2) Proof of age
 2. In the case of a "Mixed Family" applicant, a member who is a non-citizen not claiming to have eligible status must sign, or must have another family member sign, a certification that they do not have eligible status.
 3. Verification Process
 - a. Primary verification
 - 1) Primary verification of the immigration status of a person is conducted through the INS automated system [INS Systematic Alien Verification for Entitlements (SAVE)].

- 2) If INS SAVE system does not confirm eligible immigration status, secondary verification must be performed
- b. Secondary verification
- 1) A manual search by the INS of its records to determine an individual's immigration status will be requested by the Authority within 10 days of receiving the results of the primary verification if primary verification does not confirm eligible status
 - 2) To request the search, the Authority will send, to a designated INS office for review, photocopies of both sides of the original INS documents required for the immigration status being declared and the INS document verification request form G-845S (available from local INS office), or such other form specified by the INS .
 - 3) If secondary verification fails to confirm eligible status, Authority will notify family of its right to appeal to the INS or request an informal hearing with the Authority.
4. Restrictions on Denial, Delay or Termination of Assistance.

Assistance **may not** be denied or delayed (or in case of re-examinations, reduced or terminated) on the basis of immigration status if:

- a. primary and secondary verifications were submitted in a timely manner but INS has not been completed the procedure
- b. the family member for whom required evidence has not been submitted has moved from the assisted unit(*applicable to re-examinations*)
- c. the family member who is determined not to be eligible following verification process has moved from the assisted unit (*applicable to re-examinations*)
- d. the INS appeals process has not been completed (*24 CFR 5.514*)

- e. Assistance is prorated according to 24 CFR 5.520 for a mixed family (see Section XX and Addendum F)
 - f. Assistance for a mixed family is continued in accordance with 24 CFR 5.516 and 5.518 (*applicable to re-examinations*)
 - g. Deferral of termination of assistance is granted in accordance with 24 CFR 5.516 and 5.518 (*applicable to re-examinations*)
 - h. Informal hearing process has not been completed (*24 CFR 5.514*)
5. Denial or Termination of Assistance.

Assistance ***shall be*** denied (or in the case of existing residents, terminated) if

- a. Evidence of citizenship and eligible immigration status is not submitted by the family within the required time frame or within any extension granted.
 - 1) Extensions may be granted, in writing, for no more than 30 days
 - 2) Denial of extensions will also be in writing, with reasons provided.
 - b. Evidence of citizenship and eligible immigration status was timely submitted but INS verifications do not verify eligible immigration status and
 - 1) family does not pursue INS appeal or informal hearing rights, or
 - 2) INS appeal and informal hearing rights are pursued but final decisions are against the family
 - c. Authority determines that a family member has knowingly permitted another ineligible individual to reside on a permanent basis in the assisted unit (without the Authority's knowledge and without the assistance having been prorated because of this individual) *In such case, termination will be for at least 24 months.*
6. Notice of Denial (or termination). Notice shall state:
- a. that assistance will be denied or terminated and give the reason

- b. that family may be eligible for prorated assistance
- c. in case of existing resident, the criteria and procedures for obtaining relief under the provisions for preservation of families.
- d. that family has right to appeal the INS verifications and submit additional documentation supporting the appeal
- e. that family has right to request an informal hearing with the Authority either upon completion of INS appeal or in lieu of INS appeal.
- f. for applicants, that assistance may not be delayed until the conclusion of the INS appeal, but may be delayed during the pending of the informal hearing process.

7. Appeal to INS

- a. After the Authority notifies family of the results of the INS verification, the family has 30 days to send to INS for an appeal:
 - 1) a cover letter indicating their request for an appeal of the verification results
 - 2) any additional documentation supporting the appeal and a copy of the verification request form used to process the secondary verification
- b. Family must provide the Authority with a copy of the written request and proof of mailing.
- c. Within 30 days of receipt of the request, INS will render a decision or notify the family of the reasons for any delay.
- d. Upon receipt of INS decision, the Authority will notify the family of its right to request an informal hearing on the ineligibility determination.

8. Informal Hearing

- a. Family may request a hearing in lieu of an INS appeal or following it.
- b. Family must request the hearing within 30 days of the notice of ineligibility determination based on immigration status by the Authority, if it does not wish to appeal to INS; if it has appealed to

INS, then the family must request the hearing within 30 days of the INS appeal decision.

- c. The hearing will be conducted according to the Authority's informal hearing procedure as outlined in Section XII.
- d. The Authority will provide the family with a written final decision and the reasons for that decision, based solely on the facts presented at the hearing, within fourteen (14) days of the date of the informal hearing.

- 9. Retention of documents. The Authority will retain for a minimum of 5 years all of the documents related to the INS appeal or informal hearing process. (24 CFR 5.514)

F. Social Security Numbers (24 CFR 5.210)

- 1. Families are required to provide a Social Security Number for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. All applicable members of the family must either
 - a. submit Social Security Number documentation; or
 - b. sign a certification if they have never been issued or assigned a Social Security Number
- 2. If the individual is under 18, the certification must be executed by his or her parent or guardian.
- 3. If the family member who has signed a certification later obtains a number, it must be disclosed at the next regularly scheduled income reexamination (for residents)

G. Age of Verifications

- 1. Only verified information that is less than **120** days old may be used for certification or re-certification.
- 2. Verified information obtained after the application intake that is less than **90** days old need not be re-verified.

3. Verified information not subject to change, such as birth dates need not be re-verified.

XI. APPLICANT SUITABILITY SCREENING

- A. It is the Authority's policy that all applicants will be screened in accordance with HUD regulations (24 CFR 960) and sound management practices. Otherwise eligible applicants will be screened and those who meet the screening criteria will be considered suitable for housing, as follows:
 1. Past performance in meeting financial obligations, particularly rent, is satisfactory
 2. No record of disturbance of neighbors, destruction of property, or living or housekeeping habits which adversely affect the health, safety or welfare of other residents (*this includes alcohol abuse where the abuse results in behavior which interferes with the health, safety, or right to peaceful enjoyment of premises by other residents*)
 3. No history of criminal activity involving crimes of physical violence to persons or property; possession, sale or use of illegal substances; or any other criminal acts that adversely affect the health, safety or welfare of themselves or other residents
- B. Methods of screening: Authority will:
 1. complete a credit check and rental history check on all applicants.
 2. complete a criminal background check on all applicants__years of age or older. Criminal check will be conducted according to the Authority's One Strike Policy (**Addendum N**)
 3. conduct personal interviews
- C. **Persons convicted for manufacture or production of methamphetamine (Speed) are permanently barred from admission to the Authority's housing.**
- D. Persons who have been evicted from Public Housing, Indian Housing, Section 23 or Section 8 housing because of drug-related criminal activity are ineligible

for admission to public housing for a three (3) year period beginning on the date of such eviction. This may be waived by the Authority if

1. the person demonstrates successful completion of a rehabilitation program approved by the Authority
 2. circumstances leading to the eviction no longer exist, e.g., the individual involved in the drug-related activity is no longer in the household because the person is incarcerated.
- E. In the event of receipt of any unfavorable information regarding conduct of the applicant, the Authority will give consideration to the time, nature and extent of applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects in determining eligibility of the applicant. Factors to be considered will include:
1. evidence of rehabilitation;
 2. evidence of applicant family's participation or willingness to participate in social service or other appropriate counseling service programs and the availability of such program;
 3. evidence of the applicant's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
- F. Persons with Disabilities: The Authority may not compel any applicant to reveal information about the nature and extent of an applicant's disability as a routine part of the application process. However, the Authority may.
1. ask all applicants whether they need any special features in their units or any special processing (reasonable accommodation) because of a disability (*to qualify for the special unit features or reasonable accommodation, the applicant must document that the family includes someone who needs the unit features or the reasonable accommodation*)
 2. ask all applicants whether the head or spouse is a person with a disability for the purposes of qualifying the family for
 - a. the \$400 disabled family deduction from income
 - b. if a non-elderly family, the deduction of non-reimbursed medical expenses (*unless the head or spouse is documented to be a person with a disability, the family cannot receive this deduction*)

3. ask all applicants claiming work-related disability expenses to provide documentation of the presence of a person with a disability.
- G. It will be the Authority's policy to encourage resident participation in the application and screening process.
- H. **Misrepresentations:** If misrepresentations on the Application for Admission result in housing an ineligible or unsuitable family, the family may be required to vacate even though currently eligible. If misrepresentation or failure to provide facts has resulted in payment of a lower Total Tenant Payment than should have been paid, the family will be required to pay the difference between the Total Tenant Payment paid and the amount which should have been paid. In justifiable cases, the Authority may take such other action as deemed reasonable.

XII. INFORMAL HEARING FOR DENIALS

- A. All applicants who are denied by the Authority will receive a letter that informs them of their right to request, within **fourteen (14)** days of receipt of the denial letter, a hearing with the Executive Director or his/her designee.
- B. A hearing may be requested as a result of denial based on preliminary application information or on results of the final verification and screening process.
- C. Upon receipt of the applicant's written request, the Authority and applicant will agree on a time for an informal hearing, which should occur within the 30-day period following the denial date.
- D. During the hearing, the applicant will be afforded an opportunity to present evidence rebutting the grounds for denial.
- E. The hearing will conform to the following procedures:
1. If the decision to deny admission is based on allegations by a third party, the Authority **will attempt** to have the third party present.
 2. The Authority staff person who made the decision must be present to provide available facts and to be questioned.
 3. The decision must be based solely on evidence presented at the hearing.
 4. The applicant has a right to inspect his/her file.

- F. If, as a result of information presented by the applicant at the Informal Hearing, the Authority reverses its decision to deny the applicant, no new application is required and the applicant will be returned to the appropriate spot on the Waiting List.
- G. If the applicant does not request a hearing within the designated period, he/she waives his/her right to a hearing.

XIII. TENANT SELECTION AND ASSIGNMENT

A. Policy

It is the Authority's policy that each applicant will be assigned his/her appropriate place on one Community-Wide Waiting List in sequence based upon date and time the application is received, type and size of unit needed. Exceptions will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by Fair Housing and Equal Opportunity.

B. Method of Applicant Selection

1. The Authority will first match the characteristics of the applicant to the unit available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.
2. Further, in the selection of a family for a unit with accessible features the Authority will give priority to families that include a person with disabilities who can benefit from the unit features. *(24 CFR 8.27)*

C. **Assignment Plan**

1. The selection and assignment of applicants to suitable housing will assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.
2. Each qualified applicant first in sequence on the Waiting List will be made **one** offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
3. The applicant has three **(3)** working days from the date the offer is made (by phone, registered mail or the method of communication designated by the applicant) to accept the offer.

4. If the applicant does not accept the offer, he/she will be moved to the bottom of the Waiting List.
5. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of the Authority, clear evidence (“**good cause**”) that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the Waiting List.
6. Examples of good cause reasons for refusal of an offer include, but are not limited to:
 - a. inaccessibility to source of employment, education, job training, day care, special schools for disabled children, etc.
 - b. presence of lead paint in the unit offered when the applicant has children under the age specified by current law
 - c. verified reasons the location would place a family member’s life, health or safety in jeopardy
 - d. a health professional verifies temporary hospitalization or recovery from an illness or need for a live-in aide to care for the principal household member
 - e. unit is inappropriate for applicant’s disabilities, or the family does

not need the accessible features offered by the unit; does not want to be subject to a 30-day notice to move

E. Dwelling Units with Accessible/Adaptable Features

1. Before offering a vacant accessible unit to a non-disabled applicant, the Authority will offer such units:
 - a. First, to a current occupant of another unit of the same development, or other public housing development under the Authority’s control, having a disability that requires special features of the vacant unit (transfer)
 - b. Second, to an eligible applicant on the Waiting List having a disability that requires the special features

2. When offering an accessible/adaptable unit to a non-disabled applicant, the Authority will require the applicant to sign an agreement to move to an available non-accessible unit within thirty **(30) days** when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.
- F. Initial intake, Waiting List management, screening and offers of housing will be made from the central Authority office.
- G. Transfers will be permitted according to the Authority's transfer policy described in Section XIV.

XIV. TRANSFERS

- A. The Authority will maintain a list of families (by number of bedrooms) that need to be transferred.
- B. The family name shall be placed on this list on the day the Authority becomes aware of family composition change or other circumstances requiring a change.
- C. Families that are under housed will be given priority over families that are over housed.
- D. Families needing special consideration because of a disability will be accommodated before under and over housed families, whenever possible.
- E. Emergency and certain administrative transfers will take priority over new admissions, as follows:
1. condition of the unit poses an immediate threat to the resident's life, health or safety, as determined by the Authority. Examples are:
 - a. defects hazardous to health or safety need to be repaired
 - b. verified medical problems of a life-threatening nature need to be alleviated
 - c. threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood
 2. unit is slated for modernization

3. individuals needing an available unit that is accessible or adapted for use by handicapped or disabled
- F. Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites **only** to alleviate hardships as determined by the Authority.
- G. The Authority will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.
- H. Residents will receive one offer of a transfer. Refusal of that offer without good cause may result in lease termination. The "good cause" standard that is applicable to new admissions will also apply to transfers.
- I. The cost of transfers to correct occupancy standards will be the responsibility of the family; all others will be the responsibility of the Authority.

XV. LEASING PROCEDURE (24 CFR 966)

- A. It is the Authority's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR 966)
- B. The Authority shall utilize a Lease, incorporated into this Policy as **Addendum C**, which:
 1. Does not contain unreasonable terms and conditions;
 2. Obligates the Authority to maintain the project in a decent, safe and sanitary condition;
 3. Requires the Authority to give adequate written notice of termination of the Lease which will be:
 - a. Fourteen **(14) days** in the case of nonpayment of rent or chronic late payment of rent
 - b. Three **(3) days** in the case of creation or maintenance of a threat to the health, safety or security of any resident, guest or Housing Authority employee.
 - c. Thirty **(30) days** in any other case

4. Requires that the Authority may not terminate the tenancy except for serious and repeated violations of the terms or conditions of the Lease or for other good cause.
 5. At annual re-examination, the Authority may terminate the tenancy for noncompliance with the Community Service requirement.
- C. Each Lease will specify the
1. unit to be occupied
 2. the date of admission
 3. the size of the unit to be occupied
 4. all family members who will live in the unit
 5. the Total Tenant Payment (gross rent) and security deposit to be charged
 6. the utility allowances
 7. other charges under the Lease
 8. terms of occupancy
- D. The Lease will be explained in detail to the applicant family before its execution.
- E. The Lease will be kept current at all times.
- F. Each adult member of the family accepted as a resident is required to sign the Lease prior to actual admission.
- G. One copy of the Lease will be given to the family and the original will be filed as part of the permanent records established for the family.
- H. The Lease package given to the family will include:
1. A copy of the Pet Policy and Pet Agreement, if applicable
 2. Lawn Care Agreement
 3. Lead Based Paint Brochure and Certification
 4. Smoke Detector Certification
 5. Housekeeping Policy

6. Grievance Policy
 7. Schedule of Other Charges
 8. Community Service/Self Sufficiency Policy and Certification Forms
 9. Rent Choice Certification
- I. If a resident family transfers to a different unit, the existing Lease will be canceled and a new Lease for the new unit will be executed by each adult member of the family.
 - J. If any change in a family's status results in the need to change or amend any provisions of the Lease, or if the Authority desires to waive a Lease provision with respect to a family
 1. the existing Lease is to be canceled and a new Lease executed, or
 2. A Notice of Rent Adjustment is to be issued, or
 3. an appropriate rider to the Lease is to be prepared and executed by the Authority and the adult family members and made a part of the existing Lease.
 - K. Cancellation of a family's Lease will be in accordance with the provisions of the Lease.
 - L. The current Grievance Procedure (**Addendum I**) is incorporated into the Lease by reference.

XVI. ADDITIONS TO HOUSEHOLD AND VISITORS

- A. Only those persons listed on the Lease will be permitted to occupy the unit
- B. Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit

- C. Following receipt of a family's request for approval to add a new person to the Lease, the Authority will conduct a pre-admission screening of the proposed new member. Subject to the screening process and occupancy standards, the Authority will approve or disapprove the request.
- D. Children born to or adopted by a family member, under the age below which Juvenile Justice records are made available, or children added through a kinship care arrangement are exempt from the pre-admission screening process.
- E. Examples of situations where the addition of a family or household member is subject to screening are:
 - 1. Resident plans to be married and files a request to add new spouse to Lease
 - 2. Resident is awarded custody of a child or desires to take in a foster child over the age for which Juvenile Justice records are available
 - 3. Resident desires to add a live-in aide
 - 4. A unit is occupied by a remaining family member(s) under age (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of household.
 - 5. The spouse of an existing resident has been released from prison and wishes to move in.
- F. Resident families who fail to notify the Authority of additions to the household or permit persons to join the household without undergoing screening are in violation of the Lease. Such persons are considered unauthorized occupants by the Authority and the entire household will be subject to eviction.
- G. Visitors
 - 1. may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on Authority premises that would be a Lease violation.
 - 2. Guests or visitors are permitted for a period not to exceed fifteen (15) consecutive days, unless the Authority has provided prior written approval
- H. Roomers or lodgers will not be permitted to occupy a unit, nor will they be permitted to move in with any family occupying a unit.

- I. Family members 18 or older or emancipated minors who move from the unit to establish new households will be removed from the Lease. The resident has the responsibility to report the move-out within thirty (30) calendar days of its occurrence.
- J. Residents will not be given permission to allow ex-residents of the Authority who have been evicted to occupy the unit for any period of time.
- K. Applicable income (see Section IV, Annual Income) of individuals added to the Lease will be included in Annual Income and subsequently in determining new rent.

XVII. INSPECTIONS

- A. Units shall be inspected:
 - 1. ***At move-in prior to occupancy:*** dwelling unit and premises will be inspected jointly by the applicant and Authority staff; at this time, both parties will agree on the move-in condition of the unit by signing an inspection check sheet. The original check sheet will be kept by the Authority and a copy will be given to the family.
 - 2. ***Every twelve (12) months*** (but not less than annually) Follow-up Inspections will be scheduled within **45** days if housekeeping practices or other circumstances require. The inspection will serve as a guide in the determination of needed maintenance or repairs and to assess damage over and above normal wear and tear. Failure to maintain a safe, decent and sanitary dwelling unit and premises may result in Lease termination.
 - 3. ***At move-out*** inspection should be done with family, unless family has previously vacated the unit and is unavailable. In the latter case, Authority staff will conduct inspection independently.
 - 4. ***Special Inspections***, if deemed necessary, may be performed after proper notice.

- B. Appropriate notice to the family prior to inspections will be in accordance with Section XI of the Lease (**Addendum C**).

XVIII. SECURITY DEPOSITS

A security deposit will be charged to resident families, payable prior to occupancy unless other arrangements are made, to cover the cost of property damage and/or abuse that is noted when the family vacates the unit. Amount of security deposit and provisions for refund are contained in the Authority's Security Deposit Policy, incorporated into this policy as **Addendum D**.

XIX. RESIDENT ORIENTATION

Eligible applicants selected for admission will be required to participate in an orientation program conducted by the Authority to acquaint new resident families with such items as

- A. the Authority policies, including Community Service Policy
- B. the Lease
- C. maintenance procedures
- D. services provided by the Authority
- E. grievance procedures
- F. resident rights
- G. responsibilities and obligations
- H. the operation of appliances and equipment in the unit
- I. The Housekeeping Policy

XX. RENTS AND RENT ADJUSTMENTS

A. Computations

1. Rent will be calculated according to instructions in **Addendum F**.
2. If a mixed family requests prorated rent, the Authority will make it available as required in 24 CFR 5.520 and compute rent according to instructions in **Addendum F**.
3. The family will have a choice of Total Tenant Payment which will be either an income-based rent or the flat rent
 - a. **Income-Based Rent** - Total Tenant Payment will be the greatest of the following:
 - 1) 10% of Annual Income
 - 2) 30% of Adjusted Annual Income
 - 3) Authority's minimum rent of \$50
 - b. Flat Rent - the flat rents are as follows:
 - 1) 0-Bedroom Unit = \$230.00
 - 2) 1-Bedroom Unit = \$266.00
 - 3) 2-Bedroom Unit = \$319.00
 - 4) 3-Bedroom Unit = \$393.00

B. Hardship Cases

1. The family may apply for a waiver of the minimum rent if one of the following situations occurs
 - a. The family has lost eligibility for or is awaiting federal, state or local assistance, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence.
 - b. Income has decreased because of a change in circumstances, including loss of employment
 - c. A family member has died
 - d. When the family would be evicted as a result of the imposition of the minimum rent requirement

2. When the family requests a hardship waiver, the minimum rent requirement will be immediately suspended pending determination by the Authority of the family's eligibility for the suspension.
3. Family determined ineligible for hardship waiver:
 - a. If it is determined by the Authority that the family does not qualify for the hardship, the minimum rent will be reinstated plus any back minimum rent owed for the period the rent was suspended.
 - b. Family may appeal the determination through the Authority's Grievance Procedure.
 - c. A family who appeals a financial hardship determination through the Grievance Procedure is exempt from any escrow deposit required.
4. Family determined eligible for hardship waiver
 - a. If the Authority determines that the hardship is temporary, the minimum rent will be imposed, including back payment for minimum rent from the time of suspension.
 - 1) Family will not be evicted for nonpayment of rent during the 90-day period beginning on the date of the family's request for waiver.
 - 2) The Authority will negotiate a repayment agreement with the family if necessary for any rent not paid during this period.
 - 3) If the family thereafter demonstrates that the financial hardship is of long-term duration, the Authority will retroactively exempt the family from the minimum rent requirement.
 - b. If it is determined that the family qualifies for the long-term hardship waiver of the minimum rent, the family will report regularly to the Authority according to Section C below

C. Provisional Rent

If the family is placed on "Provisional" rent, either at admission or following an interim or regularly scheduled re-examination, the family must report to management every thirty (30) days, as provided for in Section VII of the Lease **(Addendum C)**

D. Interim Adjustments

1. Rent will not be changed between admission and regularly scheduled re-examinations except for reasons and according to procedures outlined in Section VII of the Lease **(see Addendum C)**
2. **If the family has lost or had its public assistance reduced as a result of fraud or failure to participate in an economic self sufficiency program or comply with a work activities requirement, the rent will not be reduced.**
 - a. If the family has received a specified welfare benefit reduction the amount of imputed welfare income will be included in family income for rent computation purpose.
 - b. The amount of imputed welfare income will be determined by the Authority using information received from the welfare agency.
 - c. When additional income earned by the family from other sources reaches an amount at least equal to the imputed welfare income amount, the imputed welfare income will be reduced to "0".
 - d. The Authority may not include imputed welfare income in annual income if the family was not receiving housing assistance at the time of the sanction by the welfare agency.
 - e. If the family disputes the Authority's calculated amount of imputed welfare income and the Authority denies the family's request to modify the amount, the Authority must give the family written notice stating:
 - 1) the basis for the determination of the imputed welfare income amount
 - 2) that the family may request a hearing under the Authority's **Grievance Procedure** (the family is not required to pay an escrow deposit in this case, in order to obtain a hearing)
3. If the family has been on a twelve (12) month income disregard program and the period has expired, rent payable by the family for the next 12 months will be increased due to the continued employment but the increase will not be greater than 50% of the amount of the rent increase. *For example: Family has been paying \$100 rent. Without income disregard, it would have been paying \$200. At the end of the disregard period, the rent is increased due to the*

increased income; however, instead of the rent being raised to \$200, it is raised to \$150—or by 50% of the increase amount.

- a. The first full disallowance is for a maximum of 12 cumulative months.
 - b. The second 50% disallowance is also for a maximum of 12 cumulative months.
 - c. The 12 months can start and stop, but in no case can an individual family member get the disallowance after 48 months from the date of initial exclusion.
4. Interim rent changes will become effective as follows:
- a. **Increases** in rent: first day of the second month following the month which the change occurred, unless the increase is a result of false or incomplete information supplied by the family.
 - b. **Decreases** in rent: first day of the month following the month in which the change was reported and verified.

E. Rent Collections

Rents are due and payable in accordance with provisions of Section II of the Lease (**Addendum C**) and the Rent Collection Policy (**Addendum H**).

XXI. UTILITIES

- A. Family and Authority responsibilities for utilities are outlined in Section V of the Lease (**Addendum C**) and in the Utility Allowance Schedule, incorporated into this Policy as **Addendum E**.
- B. In Authority housing developments where the resident pays all or part of the utilities, total tenant payment minus the utility allowance may result in a negative figure. In this case, HUD regulations require that the Authority reimburse this amount (called “utility reimbursement”) directly to the resident or directly to the utility company on the resident’s behalf. If the Authority elects to pay the utility company directly, it will notify the resident of the amount paid.

XXII. OTHER CHARGES

- A. **Maintenance charges:** Families will be charged for cost of services repairs due to intentional or negligent damage to the unit beyond normal wear and tear, caused by the resident, other household members or guests. Charges will be made in accordance with Schedule of Other Charges, **Addendum G**.
- B. **Excess Utilities:** In the case of Authority-provided utilities, residents using more than the consumption-based utility allowance will be charged for excess utility usage.
- C. Payment for such charges is due and collectible two weeks after the Authority provides written notice of the charges.

XXIII. RE-EXAMINATIONS AND CONTINUED OCCUPANCY

- A. Annual Re-examinations
 - 1. The Authority will re-examine the income and family composition of all resident families at least once every twelve (12) months (coincidental with end of lease term) to determine any changes in required unit size and rent and to re-certify the family for continued occupancy.
 - 2. All adult members of the family will be asked to participate in the annual re-examination interview.
 - 3. Families will be notified in writing 90 - 120 days in advance of the re-examination anniversary date so that verifications can be completed by that time.
 - 4. Verified information will be analyzed and a determination made with respect to:
 - a. Eligibility of the resident as a family or as the remaining member of a family;
 - b. Unit size required for the family
 - c. Rent the family should pay
 - d. Compliance with the Community Service requirement
 - 5. The same procedures used at admission for obtaining verifications will be used; however, fixed items need not be re-verified.

6. The income of a family opting to remain on flat rent need not be re-verified unless it has been three (3) years since the last verification.
 7. If there is any change in rent, a "Notice of Rent Adjustment" will be sent to the resident and this written notice will serve as an amendment to the Lease, as stipulated in Section VII of the Lease **(Addendum C)**.
 8. If there is any change in the size unit required, the resident will be placed on the transfer list in accordance with the transfer policy outlined in Section XIV.
- B. Special Re-examinations
1. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income.
 2. A special re-examination will be scheduled every 90 days until reasonably accurate estimate of income can be made.
 3. Resident's will be notified in advance as to the date of the special re-examination(s).
- C. Eligibility for Continued Occupancy
1. Residents who meet the following criteria will be eligible for continued occupancy.
 - a. Qualify as a family as defined in Section IV of this Policy. For purposes of continued occupancy, remaining family members qualify as family. Remaining family members can also include court recognized emancipated minors under the age of 18.
 - b. Are in full compliance with the resident obligations and responsibilities as described in the Lease.
 - c. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.
 - d. Who meet HUD requirements on citizenship and immigration status (*24 CFR 5.500 - 5.528*)
 - e. Who are in compliance with the Authority's 8 hour per month community service requirement (*applicable to certain adults who*

are neither elderly, disabled, working nor participating in qualifying educational or job training programs)

2. The Authority will not commence eviction proceedings or refuse to renew a lease, based upon the income of the family unless it has identified, for possible rental by the family, a decent, safe and sanitary dwelling of suitable size available at a rent not exceeding thirty (30) per cent of Adjusted Income as defined in Section IV.
- D. Special procedures related to citizenship and immigration status (24 CFR Part 5.501-518)
1. Verification procedures for existing residents are the same as for new applicants, although evidence of eligible immigrant status is require only one time during continuously assisted occupancy.
 2. Family Preservation Assistance Options
 - a. A mixed family may receive continued full assistance if
 - 1) family was receiving assistance as of June 19,1995;
 - 2) either the husband or spouse has eligible immigrant status or is a U. S. citizen; and
 - 3) the only other individuals in the household without eligible immigrant status or U. S. citizenship are the parents or children of the head and/or spouse
 - b. A mixed family may receive prorated assistance based on the number of eligible family members if the family first received assistance after November 29, 1996.
 - c. Temporary Deferral of Termination of Assistance is available to the following families to allow time for orderly transition to other affordable housing. In order to receive the deferral, the family must demonstrate reasonable efforts to find other affordable housing but be unable to locate comparable housing (*defined as unassisted, not substandard, appropriate size, and can be rented for an amount not to exceed the amount the family is paying for rent and utilities, plus 25%, and vacancy rate in community for affordable housing is 5%*).
 1. mixed families who are eligible for but decide that they do not want prorated assistance .
 2. families with no U. S. citizens or members with eligible

3. Procedure for Temporary Deferral of Termination of Assistance

- a. The time limit for deferrals is six months, with renewals allowed for up to 3 years for families granted deferrals prior to November 29, 1996; 18 months for families granted deferrals on or after November 29, 1996. *These time periods do not apply to a family which includes a refugee under Section 207 of the Immigration and Naturalization Act or an individual seeking asylum under Section 208 of that Act.*
- b. The Authority will notify the family at the beginning of the deferral period that they are ineligible for financial assistance and that they are being granted the deferral time to find other affordable housing. *(The Authority will offer the family information on and referrals to assist in the location of other housing.)*
- c. Prior to the end of the deferral period, the Authority will, using local market data, determine the availability of alternative affordable housing for the family. At least 60 days prior to the expiration date of the deferral period, the Authority will notify the family in writing:
 - 1) the termination of assistance will be deferred for another six months and that there was a determination made that there is no affordable housing available for them provided the extension will not exceed an aggregate of 18 months *(3 years, if deferral was granted prior to November 29, 1996)*.

or

 - 2) the termination of assistance will not continue to be defer because either the aggregate period of renewals has reached the maximum time limit or a determination has been made that there is affordable housing available.
- d. If the family was originally eligible for prorated assistance and chose to take the temporary deferral instead, the Authority will inform the family that it may request proration of assistance at the end of the temporary deferral period if a good faith effort has been made to locate other affordable housing.

4. For any new occupant of an assisted unit (e.g., a new family member comes to live in the unit), the required evidence of eligible status must be submitted at the first interim or regular reexamination following the person's occupancy.

5. All notifications to the family regarding status of prorated assistance eligibility or deferral of assistance termination must be in writing, stating reasons for decisions and providing opportunity for a hearing.

XXIV. GRIEVANCE PROCEDURE

To assure that a resident family is afforded an opportunity for a hearing if the resident disputes, within a reasonable amount of time, any Authority action or failure to act, involving the resident's Lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status, a Grievance Procedure for the Authority is incorporated into this policy as **Addendum I**. Evictions resulting from criminal activity, including drug-related criminal activity on or off Housing Authority premises, are excluded from the Grievance Procedure. Also excluded are termination cases involving any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by Authority employees.

XXV. PET POLICY

Pets will be allowed in Authority housing but pet owners must abide by the provisions and requirements of the Pet Policy which is incorporated into this policy as **Addendum J**.

XXVI. EVICTIONS

Serious or repeated violations by a resident family of the material provisions of the Lease shall cause the Authority to begin eviction proceedings in accordance with State Law and the lease provisions. Families are entitled to utilize provisions of the Authority's Grievance Procedure (**Addendum I**) to attempt settlement of disputes with the Authority. Eviction procedures are outlined in **Addendum L**.

XXVII. COMPLAINTS OF DISCRIMINATION

For those individuals who believe themselves to be the subjects of discrimination, a Fair Housing and Equal Opportunity poster, containing information on filing complaints with HUD, will be conspicuously posted in the Authority office.

XXVIII. CONFLICT WITH FEDERAL STATUTE, REGULATION OR HUD POLICY

This Policy is to be interpreted in accordance with federal statutes and regulations and in compliance with HUD policy, and any conflict between this Policy and federal statutes and regulations will be resolved in favor of federal law and policy.

Addendum A
ROBERT LEE HOUSING AUTHORITY
APPLICATION

DATE (PICKED UP) _____

NAME _____

DATE RETURN _____

Address _____
City Zip Code

Phone _____

HEAD OF HOUSEHOLD # 1			STATE AND	DATE OF BIRTH	SOC. SEC.	DRIVERS LIC. NUMBER-
LAST, STATE	FIRST,	M.	RELATION			

It is applicant's responsibility to notify Housing Authority **if address or phone number changes**
 NEED CURRENT PICTURE ID, AT TIME OF APPLICATION.

WILL MAKE COPIES OF DRIVERS LICENSE AND SOCIAL SECURITY CARDS AT OFFICE

1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

Marital Status Married Single Separated Divorced

Are you presently living in Public Housing? Yes No Where? _____

Have you ever lived in Public Housing? Yes No If yes Where? _____ Date? _____
state

Have you ever been on a rent-subsidized program? (HUD) Yes No

Where? _____
State Complete Address

Month/year

C. Gas Co. _____ Address _____

Your name and address at time of connection? _____

Disconnect Date _____

Month/Year

D. Water Co. _____ Address _____

Your name and address at time of connection _____

Disconnect Date _____
Month/Year

E. Other Credit:

Name _____ Address _____
Street City State Zip

Name _____ **Address** _____
Street City State Zip

Personal references – Do not include family

Name _____ Street _____ City _____ Ph _____ State _____ Zip _____

Name _____ Ph _____
Street City State Zip

Name _____ **Ph** _____
Street City State Zip

4. Have you ever been evicted or refused housing? Yes ___ No ___

If yes, where and for what reason? _____

5. Will there ever be children under 12 years of age left unattended at any time? _____

6. If all members of the household will be employed, will you require a babysitter? Yes ___ No ___

If yes, name of sitter _____ address _____
Street City State Zip

7. Do you have pets? Yes ___ No ___ (deposits are \$300 per pet) If yes, type _____

8. How many automobiles do you have? _____

(a) Make _____ Year _____ License # _____ Color _____

(b) Make _____ Year _____ License # _____ Color _____

9. Do you plan to keep a boat, trailer or motorcycle? Yes ___ No ___ If yes describe _____

10. Is any family member 62 years of age or older, disabled, or handicapped? Yes ___ No ___

If yes, name _____ describe _____
Anticipated amount to be spent on medical expenses for next 12 months (for elderly handicapped or disabled only.) \$_____. Applicant must provide proof of medical expenses to be eligible for the deduction.

Doctor's name _____ Address _____

City _____ State _____ Zip _____

Pharmacy _____ Address _____ Zip _____

City _____ Address _____ Zip _____

Name of person to contact in case of emergency (family member not living with you).

Name _____ Address _____ Phone _____

Have you ever had any suits, judgements or collections filed against you/ Yes___ No___?
If yes, explain _____

Date _____ Court _____

Has any member of the household been convicted of a crime? Yes___ No ___
If yes, what member? _____ When _____ Where _____

Brief description of conviction:

This application is made with the understanding that it is processed with written verifications to both credit and personal references. I have no objection to inquiries for the purpose for the verification of the above statements, which also include a police check. It is understood that all information is kept in strictest confidence.

I hereby authorize the release of the requested information.

Signature of Applicant

Date

Signature of Co-Applicant

Date

TENANT (S) AND PHA OFFICIAL'S CERTIFICATION

TENANT (S) STATEMENT:

I/We certify that the statements given to the ROBERT LEE HOUSING AUTHORITY on household composition, income, net family assets, allowances and deductions are true and complete to the best of my/our knowledge and belief. This information is submitted to the Department of Housing and Urban in Parts II (Household Composition), III (Income) IV (Net Family Assets) and IV (Income After Allowances) of form (HUD 50050, Certification/Recertification of Tenant Eligibility). I/WE understand that false statements or information are punishable under Federal Law.

Signature of Head of Household

Date

Signature of Spouse

Date

FOR OFFICE USE ONLY

Date of Application _____ Time _____ Initial _____

PHA OFFICIAL'S STATEMENT:

I certify that;

- (1) The information given to the ROBERT LEE HOUSING AUTHORITY by the Household of _____ has been verified as required by Federal Law;
- (2) The verified information is the same as that submitted to the Dept. of Housing and Urban Development in Parts II (Household Composition), III (Income), IV (Net Family Assets), and VI (Income after Allowances), of HUD 50050 (Certification/Recertification) of Tenant Eligibility; and
- (3) The Family is eligible to live in the dwelling

Signature of PHA Official or Representative

ACCOUNTIBILITY

Ple

ASE READ
THIS
CAREFULLY

Names of all residents Date

Date

Street Address and Unit Number

City, State, Zip Code

Dear Resident(s):

As our resident, you WILL be registered with a nationwide consumer reporting agency. That agency is Tenant Tracker, Inc. The function of the agency is to track and maintain records on residents, including information on your credit history and your past conduct and performance as a resident. This information is then reported to future property managers, lenders, creditors, and employers as they request it.

The management of this property is our business. We will treat you in a professional, business-like manner, and we expect to be treated the same in return. It is our policy to hold all of our residents accountable for their actions - whether favorable or unfavorable. Your reputation as a resident and as a creditworthy individual is on the line. The reputation you establish here will be with you for many years to come.

Every business person and property manager who reviews your record in the future will be aware of the favorable record you establish with us. That record should prove helpful to you. If, on the other hand, you give us cause to report unfavorable information about you to the consumer reporting agency, it will eventually be reported to employers, banks, home mortgage companies, insurance companies and other creditors with whom you wish to do business and who request a report. As required by law, you are hereby notified that a negative rental and credit report reflecting on your credit and rental record may be submitted to consumer and credit reporting agencies if you fail to fulfill the terms of your rental and credit obligations. An adverse report can make it very difficult for you in the future to:

- get the job you want,
- rent an apartment of your choice,
- get a car loan, student loan, or medical emergency loan,
- buy life insurance or medical insurance for you or your family, or
- obtain any gasoline credit cards or department store charge accounts.

You should also note that if you are a co-signer on the lease, you are **FULLY** responsible for performance of the entire lease, regardless of any other co-signer's lack of performance. Remember that a favorable record is a vital key to your future. Your record is now up to you. We are very pleased to have you as our resident and we want to make living in our community as enjoyable as possible. Please let us know if we can be of any service at any time.

Signature of Owner's Representative's

Received by: (initials of all residents below: optional)

**ROBERT LEE HOUSING AUTHORITY
ELIGIBILITY CONSENT FORM**

Each member of the family of an applicant or participant who is at least 18 years of age, and each head and spouse regardless of age, **shall** sign this consent form. Applicants will sign the consent form when applying for assistance and participants will sign the form at the next regularly scheduled income re-examination.

I also authorize HUD and the HA to verify income information necessary for determining eligibility or continued assistance for previous employers or current employer.

I also authorize HUD and the HA to verify income return information from the IRS and the Social Security Administration for the sole purpose of verifying information pertinent to the applicants or participant's eligibility.

This consent form will expire 15 months after the date the consent is signed.

PRINT FULL NAME (HEAD of HOUSEHOLD)	SIGNATURE	DATE
PRINT FULL NAME (SPOUSE)	SIGNATURE	DATE
PRINT FULL NAME (HOUSEHOLD MEMBER, 18 OR OLDER)	SIGNATURE	DATE
PRINT FULL NAME (HOUSEHOLD MEMBER, 18 YEARS OR OLDER)	SIGNATURE	DATE
PRINT FULL NAME (HOUSEHOLD MEMBER, 18 YEARS OR OLDER)	SIGNATURE	DATE

Robert Lee Housing Authority

**DECLARATION OF SECTION 214 STATUS
NON-CITIZEN VERIFICATION**

Notice: In order to be eligible to receive housing assistance sought, each applicant or recipient of housing assistance must be lawfully within the U. S. Please read the declaration statement carefully, sign and return to the Housing Authority's Admissions office. Please feel free to consult with an immigration lawyer or other immigration expert.

I _____ certify, under penalty of perjury(1), that , to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- I am a naturalized citizen or national of the United States; or
- I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age (2); or
- I have eligible immigration status as checked below (see next page for explanation). Attach INS document(s) evidencing eligible status and signed verification form.
- Immigrant status under § 101(a)(15) or 101(a)(20)of the INA (3);or
- Permanent residence under §249 of INA (4); or
- Refugee, asylum, or conditional entry status under §§ 207, 208 or 203 of the INA (5); or
- Parole status under §§ 212 (d)(5) of the INA (6); or
- Threat of life or freedom under §243(h) of the INA(7); or
- Aminesty under §245A of the INA (8).

[HA: Enter INS/SAVE Primary Verification

#: _____ Date _____

(Signature of Family member)

Date

Check box if signature of adult residing in the unit who is responsible for a child.

The following footnotes pertain to the non-citizen who declare eligible immigration status in one of the following categories:

- (1) Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in matter within the jurisdiction or any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.
- (2) **Eligible Immigration status and 62 years of age or older.** For non-citizens who are 62 years of age or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
- (3) **Immigrant status under §§ 101 (a) (15) or 101 (a) (20) of INA.** A non-citizen lawfully admitted for permanent residence, as defined by § 101 (a) (20) of the INA as an immigrant as defined by § 101 (a) (15), respectively [*immigrant status*] This category includes a non-citizen admitted under §§ 210 or 210A of the INA (U.S.C.1106 or 1161), [*special agricultural worker status*], who has been granted lawful temporary resident status.
- (4) **Permanent residence under §249 of INA. A non-citizen who entered the U.S. before January 1, 1972, or such later date as entered by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8U.S.C. 1259) [amnesty granted under INA 249]**
- (5) **Refugee, asylum, or conditional entry status under §§207, 208 or 203 of INA. A non-citizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8U.S.C.1157) [*refugee status*] ; pursuant to the granting asylum (which has not been terminated) under §208 of the INA(8 U.S.C. 1158) [*asylum status*] ; or as a result of being granted conditional entry under §203 (a)(7) of the INA (before April 1,1980, because of persecution or fear of persecution on the account of race, religion, or political opinion or the fear of being uprooted by catastrophic national calamity [*conditional entry status*] .**
- (6) Parole status under § 212 (d)(5) of INA. A non-citizen who is lawfully present in the U.S. as the result of an exercise of discretion of the Attorney General for emergent reasons or reasons deemed strictly in the public interest under § 212(d) (5) of the INA (8 U.S. C. 1182 (d) (5)) [*parole status*].

-
- (7) Threat to life or freedom under § 243 (h) of INA. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243 (h) of the INA (8 U.S.C. 1253 (h) [*threat to life or freedom*])Amnesty under § 245A of INA. A non-citizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a [*amnesty granted under 245A*] .

ADDENDUM - B
ROBERT LEE HOUSING AUTHORITY
INCOME LIMITS

COKE COUNTY INCOME LIMITS

FY1999 MEDIAN FAMILY

INCOME: 30,000- 30% OF MEDIAN

7100	8150	9150	10150	11000	11800	12600	13400
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VERY LOW-INCOME

11850	13550	15250	16950	18300	19650	21000	22350
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LOW-INCOME

19000	21700	24400	27100	29300	31450	33650	35800
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This first page of your lease may change because of provisions in Section III. Tenant agrees to replace this page as required. Tenant agrees that the remainder of the lease shall remain in full force and effect. **State of Texas County of Coke** Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during normal business hours)

I IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Tenant, also known as Tenant in this Lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission or Continued occupancy agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit) No.10-08 located at: Robert Lee, Texas (called premises in this lease) consisting of bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1		
2		
3		
4		
5		
6		
7		
8		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 10th day of the month. Tenant will pay an amount equal to the product of the number of days (21) of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning 3-1-00 and ending 3-1-01. Thereafter, Tenant agrees to pay on the first of each month a monthly rent of \$.00 If a re-determination of rent determines an amount previously due but unpaid, (retroactive rent) such re-determined rent amount may be included in the amount stated above as due monthly.

AND NO REFUND OF RENTS AFTER THE 10TH OF THE MONTH ON MOVEOUT.

It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for successive periods of one year each.

If Landlord must take legal action against Tenant because of a violation by Tenant of provisions of this lease, and Landlord prevails in such action, Tenant may be charged attorney fees, costs of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Tenant a 14 day written notice.

(B) Tenant agrees to pay a security deposit of \$.00. The security deposit may be used by Landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Tenant's occupancy of the premises. Otherwise, the security deposit, or any balance remaining, will be returned to Tenant after the premises are vacated and all keys have been returned.

A PET DEPOSIT OF \$300.00 (PER PET) IS REQUIRED BY THE HOUSING AUTHORITY. yes

no

To be paid before move in and will be Grounds for Eviction if any animal is brought on property before Landlord's permit is signed and deposit is paid.

(C) Tenant is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or

A \$10.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE 10th OF THE MONTH

(UNLESS TENANT HAS CONTACTED THE OFFICE BY PHONE OR WRITTEN NOTICE OFF EXTENDUATING CIRCUMSTANCES PREVENTING PAYMENT ON TIME)

other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Texas, 1975).

(D) Utilities and Utility Charges: Landlord also agrees to furnish water, trash and sewage services. A Utility Allowances for gas and electric is specified in the posted Schedule of Utility Allowances. Tenant agrees to furnish, pay for and maintain gas, electric, telephone and cable service or any other services needed, such as a \$10.00 mowing charge from May 1st thru Sept 1st.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Tenants and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF ROBERT LEE, TEXAS

By: _____
Authorized Representative

DATE _____

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate immediately

Tenant Signature
Date

_____ Date

III. REDETERMINATION OF RENT, DWELLING SIZE AND EIGIBILITY;

- (A) Once a year, or as otherwise required by Landlord, Tenant agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in re-determining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Tenant to report such information as required, Landlord may terminate this lease. The re-determination of rent and re-determination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord re-determines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure. The Tenant must disclose to the Landlord any information received concerning family income, earnings, wages, or unemployment compensation.
- (B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
- (C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information regarding such change.
- (D) Changes in rent will be made as follows:
1. Tenant agrees to pay any increase in rent resulting from an increase in family income on the first of the second month following the date in which such increase in family income occurred, and to pay all back (retroactive) rent due because of failure on the part of the Tenant to report such increase in family income.
 2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date the decrease in family income is reported **and verified in writing**;
 3. Tenant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
 4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
 5. **MINIMUM RENT HARDSHIP EXEMPTIONS:** The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
The family has lost eligibility for, or is awaiting an eligibility de-termination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public

benefits Opportunity Reconciliation but for Title IV of the Personal Responsibility and Work Act of 1996. The family would be evicted as a result of the implementation of the minimum rent. The income of the family has decreased because of changed circumstance, including loss of employment. A death in the family has occurred which affects the family circumstances. Other circumstances which may be decided by the HA on a case by case basis. All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF TENANT; TENANT AGREES:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Texas Controlled Substances Acts.

Guest: For purposes of this lease, the term "**guest**" means a person on the premises with the consent of a household member.

- (A) Not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management;
- (C) To use the premises solely as a private dwelling for the Tenant and the Tenant's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V.(B) of this lease;
- (D) That guests may visit with consent of a household member. The Tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;
- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;
- (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;

- (I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the Tenant, a member of the Tenant household or a guest.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (M) To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:
 1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord or any other person lawfully on the Landlord's premises.
 2. Any drug-related criminal activity on or off such premises; or any activity by a tenant or guest in which the Landlord determines that a tenant or guest is illegally using a controlled substance.
 3. Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenants, employees of the Landlord, or persons legally on the premises

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.

- (N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy;
- (Q) To pay when due all charges due under this lease;

- (R) No alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;
- (S) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (T) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (U) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (V) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (W) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;
- (X) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- (Y) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section III.(C) of this lease);
- (Z) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- (AA) Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.
- (BB) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation.
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.

(DD) To furnish complete and accurate written information in a timely manner.

(EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violations, except as provided to the contrary herein.

in determining whether or not consent is granted may include:

(FF) To promptly remove any personal property left on the Housing Authority property when Tenant leaves abandons or surrenders the dwelling.

- (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
- (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.

(GG) Not to commit, or allow members of Tenant's household any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement or any subsequent renewals.

- (2) *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:
 - (a) Is determined to be essential to the care and well-being of the person;
 - (b) Is not obligated for the support of the person; and
 - (c) Would not be living in the unit except to provide the necessary supportive services.

(HH) To provide to the Landlord with 10 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered a-vacated@ for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

(II) Tenant or family member agrees that any person who is under a notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice

- (A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.
- (B) Landlord may enter the premises at any time without advance notification when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists;
- (C) In the event Tenant and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

(JJ) Tenant or family member agrees that any non-exempt adult family member must on a monthly basis contribute 8 hours of community service or participate in a self-sufficiency program for 8 hours. Non-compliance with this requirement will result in this lease not being renewed.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord. Provided, however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damages to food or other personal property;
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section IV.(H) of this lease;
- (G) To 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 premises 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

V. TENANT'S RIGHT TO USE AND OCCUPANCY:

- (A) The Tenant, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.
- (B) With the prior written consent of the Landlord, Tenant and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

- (1) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord

control of the Tenant and supplied by a direct utility connection.

- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefor, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Tenant; or
2. Posted in at least (3) conspicuous places within each structure or building in which the affected dwelling is located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Tenants, it is agreed that the following terms and conditions apply:

- (A) The Tenant shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the Tenant, Tenant's household members or guests, the reasonable cost of the repairs shall be charged to the Tenant;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (B) of this Section or an alternative accommodations not provided in accordance with paragraph (C) of this Section, except that no abatement of rent shall occur if the Tenant reject the alternative accommodations or if the damage was caused by the Tenant, members of the Tenant household or guest.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the Landlord and/or the Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fifteen (15) days from date of discovery, the rent is not

current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement.

X. NOTICES:

- (A) The Landlord shall notify the Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- (B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII.(F) of this lease:
 - (1) To post in the office of Tenants complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Tenant.
 - (2) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing .in the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XL(B) shall constitute adequate notice of proposed adverse action.
 - (3) In case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by Tenant) the grievance process has been completed.

XI. NOTICE PROCEDURES:

- other
- (A) The Landlord and the Tenant in giving notice one to the shall use the following procedures:
 - (1) Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered to the Tenant or to an adult member of the Tenant's household residing in the dwelling or sent by prepaid first-class mail properly addressed to the Tenant; and
 - (2) Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U/S. first class mail properly addressed.
 - (B) Notice to terminate/vacate from Landlord shall comply with Texas Law. They shall be in writing and such notice shall be delivered to the Tenant or an adult member of Tenant's household or sent pre-paid first-class mail properly addressed to Tenant.
 - (C) If the Tenant is visually impaired, all notices must be in a format understandable by Tenant.
 - (D) Except as provided to the contrary herein, notices to the Tenant shall be in writing and either delivered to Tenant or an adult member of Tenants household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Tenant. Tenant shall be permitted to specify in writing any other address, if different from the address of Tenants dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Tenants present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing

shall be considered as receipt by the Tenant, in accordance with Texas Law.

Tenant agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Tenant's address indicated above shall serve as Tenant's last known address for purposes of the laws of this state or Federal law.

TENANT AGREES TO GIVE LANDLORD 10 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause.
- (B) The Landlord shall give written notice of lease termination/demand for possession of:
 - (1) 14 calendar days in the case of failure to pay rent;
 - (2) A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other Tenants or Landlord's employees is threatened; and
 - (3) 30 calendar days in any other case.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. These notices may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.
- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- (F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
 - (1) State that the Tenant is not entitled to a grievance hearing on the termination.
 - (2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process

as defined in U.S. Department of Housing and Urban Development regulations.

- (3) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Tenant from the unit only by complying with State of Texas statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

- (A) *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- (A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.
- (B) The Landlord shall provide a notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Tenant can meet lease requirements or other requirements of tenancy.

XVIII. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII.(H) of this lease.

XVII. FAILURE TO PERFORM:

Tenant agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-TENANTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Tenant hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

A: Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

B: The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Tenants, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Tenants' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv)

other areas of Landlord premises; (vicriminal) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate

destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (viii) engaged in criminal activity or drug-related criminal activity as defined. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

XX. DESIGNATION OF BENEFICIARY

Tenant designates the following adult person as Tenant's beneficiary to be responsible for removal of Tenant's personal property in the event of the death or incapacity of a sole Tenant, or in the event that this agreement is terminated by the Landlord and Tenant is otherwise unavailable:

NAME _____

RELATIONSHIP _____

Home Phone _____

Business Phone _____

property shall be stored as provided in the abandoned property of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH

TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED ABOVE), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Tenant or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXII. PRE-OCCUPANCY AND RE-DETERMINATION INSPECTION

The Landlord and the Tenant or a representative of the Tenant shall inspect the premises prior to commencement of occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Tenant, and a copy of the statement shall be engaged retained by the Landlord in the Tenant's files. The Landlord shall inspect the premises when the Tenant vacates the premises and furnish the Tenant with a statement of any charges to be made in accordance with Section IV.(K) of this lease. Tenant shall be provided an opportunity to participate in the termination inspection unless the Tenant has vacated the premises without notice to the Landlord.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO TENANT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN THE TENANT ACKNOWLEDGES THAT HE/SHE

SHOULD CONSIDER RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

TENANT

TENANT

HOUSING AUTHORITY ROBERT LEE, TEXAS

TITLE

ADDENDUM D
HOUSING AUTHORITY OF THE CITY OF ROBERT LEE
SECURITY DEPOSITS

EACH FAMILY IS REQUIRED TO PAY A SECURITY DEPOSIT IN THE AMOUNT OF

- A. 1. \$ 100.00 FOR FAMILIES
- B. 2. \$ 50.00 *FOR ELDERELY AND HANDICAP*

RECEIPT # _____

Addendum E.

SCHEDULE OF UTILITY ALLOWANCES

Housing Authority of the City of Robert Lee
Projects TX270-001-002-003

(occupancy policy)

CONTRACT RENT:

Contract rent represents gross rent less the following dollar allowances for tenant
supplied utilities:

ELECTRICITY:	0 – BR	1 –BR	2 - BR	3-BR
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	<u>24.00</u>	<u>28.00</u>	<u>33.00</u>	<u>42.00</u>
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(For lighting, refrigerators, microwaves and small appliances)

GAS:	<u>22.00</u>	<u>22.00</u>	<u>23.00</u>	<u>23.00</u>
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(For cooking, water and central heating)

UTILITY ALLOWANCE: 46.00 50-00 56.00 65.00

OTHER: _____

SUPPLIED UTILITIES:

The following utilities in the indicated quantities furnished and are included in the contract rent: (Under electricity and gas, delete items which do not apply)

Water in reasonable quantities _____, Trash and garbage
removal _____. Pest control service _____. Sewer
service _____.

**ADDENDUM F
ROBERT LEE HOUSING AUTHORITY**

FAMILY CHOICE OF RENTAL PAYMENT

I, _____, head of household, have been informed that my rent based upon my income is \$_____. The Ceiling/Flat Rent for this apartment is \$_____.

I elect the flat rent.

I elect rent based upon my income.

My monthly rental amount is \$_____.

HEAD OF HOUSEHOLD

Date_____

ADDENDUM G

SCHEDULE OF CHARGES FOR MAINTENANCE & REPAIRS

The following is a partial list of charges covering the most frequent damages or service calls for which residents will be charged. It should be understood that no charges are made where the condition results from normal wear and tear or equipment failure. Normal wear and tear means deterioration that results from the intended use of a dwelling including breakage or malfunction due to age or deteriorated condition, but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the premises, equipment or chattels by the resident, or by member of the resident's household or by a guest of the resident (Section 92.001 Texas Property Code). The charge will be applied only in those instances where it is obvious the resident is responsible for the damage though negligence or carelessness.

1. UNSTOP SINKS (mimimum, plus cost of supplies)	\$ 7.50
2. UNSTOP COMODE(minimum, plus cost of supplies	\$10.00
3. PULL COMODE(minimum, plus cost of supplies	\$15.00
4. REPLACE COMODE SEAT(minimum, plus cost of seat)	\$6.00
5. REPLACE COMODE LID (SAME)	\$6.00
6. REPAIR OR REPLACE SCREEN IN TOP OR BOTTOM OF SCREEN DOOR (twice this for entire door)	\$6.00
7. REPLACE SCREEN-DOOR MECHANISM (plus cost of parts)	\$8.00
8. REPLACE SCREEN-DOOR(plus cost of door)	\$15.00

9. REPLACE WINDOW-SCREEN (plus cost of screen)	
\$12.00	
10. REPAIR WINDOW –SCREEN(plus cost of supplies)	\$12.00
11. REPLACE GLASS IN WINDOWS (plus cost of supplies)	\$12.00
12. REPLACE GLASS IN WINDOWS (same)	\$8.00
13. CLEAN RANGE(same)	
\$20.00	
14. CLEAN REFREGERATOR (same)	\$12.00
15. REPLACE ICE TRAYS (cost per tray)	\$2.50
16. CLEAN BATHROOM (plus cost of supplies)	\$20.00
17. CLEAN & WAX FLOORS	\$10.00
18. LIGHT FIXTURES (cost of fixtures & labor)	\$8.00
19. OPEN DOORS AFTER HOURS	\$10.00
20. REPLACE SMOKE DETECTOR BATTERIES	\$5.00
21. RE-INSTALL SMOKE DETECTORS	\$10.00
22. REPLACE KEYS	\$5.00
23. REPLACE THERMOSTAT (cost of thermostat plus labor)	\$10.00
24. PICK-UP & HAUL ITEMS TO LAND-FILL	\$25.00
25. REPLACE LIGHT BULBS	\$1.00
26. REPLACE FLUORESCENT BULBS (Housing Authority cost)	

BECAUSE OF THE DIFFERENCE IN NATURE AND EXTENT OF MANY CLEANING & REPAIR JOBS, COST WILL BE BASED ON THE COST OF MATERIALS USED & EXTENT OF THE WORK REQUIRED.

Addendum H

ROBERT LEE HOUSING AYTHORITY

RENT COLLECTION POLICY

- A. Rent will be due and payable in advance, without notice, at the Authority Office at (Address) on the first calendar day of each month.
- B. The family must no later than the day of the month contact the Housing Authority and explain the circumstances which will delay the rent and indicate the date on which full payment will be made.²⁰
- C. If the Authority agrees to accept payment of rent and other charges later than the day of the month, an agreement will be set forth in writing and indicate the date on which the family is to make full payment of rent and other charges
- D. The Authority will impose a late charge of \$10.00 for rent payments made after the close of business on the day of the month, unless the family has been given prior authorization from the Authority about such lateness.
- E. A charge of \$25.00 will also be assessed for checks returned for insufficient funds or account closed. If check is not honored by the 25th day of the month, the rent will be considered unpaid and subject to the late charge.
- F. If the family has a check returned for insufficient funds, all future payments must be made by money order or cashier's check.
- G. If the family fails to make payments by the day of the-month and the Authority has not agreed to accept payments at a later date, a Notice to Vacate will be issued to the family on-, or after the of the month, demanding payment in full or the surrender of the premises.
- H. If the family receives three (3) Notice to Vacate letters in any twelve (12) month period, a fourth (4th) such notice within that time period will be considered a serious violation and grounds for termination of the Lease.
1. If there is a good reason for an extension of time to pay the = delinquent rent, the Authority may enter into an agreement with the = family, which will:
- 1 . Be in person
 2. By phone
 3. Or in writing

ADDENDUM I

GRIEVANCE PROCEDURE

HOUSING AUTHORITY OF THE CITY OF ROBERT LEE

GRIEVANCE PROCEDURE

I. RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a Tenant shall be entitled to a hearing before a hearing officer.

II. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- (A) "Grievance" shall mean any dispute which a Tenant may have with respect to Landlord action or failure to act in accordance with the individual Tenant's lease or Landlord regulations which adversely affect the individual Tenant's rights, duties, welfare or status. Grievance does not include any dispute a Tenant may have with Landlord concerning a termination of tenancy or eviction that involves any activity that may threaten the health, safety, or right to peaceful enjoyment of the Landlord's public housing premises by other Tenants or employees of the Landlord, or any criminal activity or drug-related criminal activity on or off such premises.
- (B) "Complainant" shall mean any Tenant whose grievance is presented to the Landlord or at the project management office in accordance with Section III and Section IV.
- (C) "Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;

- (2) Right of the Tenant to be represented by counsel;
- (3) Opportunity for the Tenant to refute the evidence presented by the Landlord including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have;
- (4) A decision on the merits.

(D) "Hearing officer" shall mean a person selected in accordance with Section IV of these procedures to hear grievances and render a decision with respect thereto.

(E) *Tenant* shall mean the adult person (or persons) (other than a live-in aide):

- (1) Who resides in the premises, and who executed the lease with the Landlord as lessee of the premises, or, if no such person now resides in the premises,
- (2) Who resides in the premises, and who is the remaining head of household of the Tenant family residing in the premises.

(F) *Resident organization* includes a resident management corporation.

(G) **Promptly** (as used in Section III, and IV.(D)) shall mean within five business days from the date of mailing of the adverse action or grievable complaint.

III. PROCEDURES PRIOR TO A HEARING

Informal settlement of grievance. Any grievance shall be promptly and personally presented, either orally or in writing, to the Landlord office or to the office of the project in which the Tenant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the Tenant and one retained in the Landlord's Tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the Tenant is not satisfied. **The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference shall become a "hearing" and the procedures found in Section IV hereof shall apply. The housing authority shall notify the Tenant of the date and time that the hearing will take place.**

IV. PROCEDURES TO OBTAIN A HEARING

(A) *Request for hearing.* In the event that the Tenant is not satisfied with the informal settlement of grievance provided for in Section III, the Tenant shall submit a written request for a hearing to the Landlord or the project office within five (5) business days from date of mailing of the summary of discussion pursuant to Section III. The written request shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.

(B) *Selection of Hearing Officer.* A grievance hearing shall be conducted by an impartial person appointed by the Landlord other than a person who made or approved the Landlord action under review or a subordinate of such person.

The Landlord shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization for such organization's comments or recommendations. Any comments or recommendations by the resident organization submitted in a reasonable time shall be considered by the Landlord.

From this list, a hearing officer shall be selected.

(C) *Failure to request a hearing.* If the Tenant does not request a hearing in accordance with this Section, then the Landlord's disposition of the grievance under Section III shall become final: *Provided,* That failure to request a hearing shall not constitute a waiver by the Tenant of the right thereafter to contest the Landlord's action in disposing of the complaint in an appropriate judicial proceeding.

(D) *Hearing prerequisite.* All grievances shall be promptly presented in person, either orally or in writing pursuant to the informal procedure prescribed in Section III as a condition precedent to a hearing under this section: *Provided,* That if the Tenant shall show good cause why there was failure to proceed in accordance with Section III to the hearing officer, the provisions of this Subsection may be waived by the hearing officer.

(E) *Escrow deposit.* Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Landlord claims is due, the Tenant shall pay to the Landlord an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Tenant shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Landlord until the complaint is resolved by decision of the

hearing officer. Amounts deposited into the escrow shall not be considered as acceptance of money for rent during the period in which the grievance is pending. These requirements may be waived by the Landlord in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure: *Provided,* That failure to make payment shall not constitute a waiver of any right the Tenant may have to contest the Landlord's disposition of his grievance in any appropriate judicial proceeding.

(F) *Scheduling of hearings.* Upon the Tenant's compliance with this Section, or upon the housing authority notifying the tenant or his/her representative that a hearing will be held, a hearing shall be promptly scheduled by the hearing officer for a time and place reasonably convenient to both the Tenant and the Landlord. A written notification specifying the date, time, place and the procedures governing the hearing shall be delivered to the Tenant and the appropriate Landlord official.

V. PROCEDURES GOVERNING THE HEARING

(A) The Tenant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the grievance hearing any Landlord documents, including records and regulations, that are directly relevant to the hearing. The Tenant shall be provided a copy of any such document at the Tenant's expense. If the Landlord does not make the document available for examination upon request by the Tenant, the Landlord may not rely on such document at the grievance hearing.
- (2) The right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;
- (3) The right to a private hearing unless the Tenant requests a public hearing;
- (4) The right to present evidence and arguments in support of the Tenant's complaint, to controvert evidence relied on by the Landlord or project management, and to confront and cross-examine all witnesses upon whose testimony or information the Landlord or project management relies; and
- (5) A decision based solely and exclusively upon the facts presented at the hearing.

(B) *Accommodation of persons with disabilities.*

(1) The Landlord shall provide reasonable accommodation for persons with disabilities to participate in the hearing.

Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

(2) If the Tenant is visually impaired, any notice to the Tenant which is required by these procedures must be in an accessible format.

(C) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the HA must sustain the burden of justifying the HA action or failure to act against which the complaint is directed.

VI. DECISION OF THE HEARING OFFICER

(A) The hearing officer shall prepare a written decision, together with the reasons therefor, within a reasonable time (not to exceed 10 calendar days) after the hearing. A copy

**ADDENDUM J
PET OWNERSHIP POLICY**

Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority.

These rules do not apply to animals used by persons with disabilities.

1. Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
2. Residents will register their pets with the Authority **BEFORE** it is brought onto the Authority premises, and will update the registration annually. The registration will include: (*Appendix 1*)
 - a. Information sufficient to identify the pet and to demonstrate that it is a common household pet and a picture;
 - b. A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
 - c. The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet
 - d. The registration will be updated annually at the annual re- examination of Residents' income.
 - e. A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
 - f. The Authority may refuse to register a pet if:
 - 1) The pet is not a common household pet;
 - 2) The keeping of the pet would violate any applicable house pet rule;
 - 3) The pet owner fails to provide complete pet registration information;
 - 4) The pet owner fails annually to update the pet registration;
 - 5) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
 - 6) Financial ability to care for the pet will not be a reason for the Authority to refuse to register a pet.
 - g.) The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
 - 1) State the reasons for refusing to register the pet;
 - 2) Be served on the pet owner in accordance with procedure outlined in paragraph BI of this policy; and
 - 3) Be combined with a notice of a pet rule violation if appropriate.

- 4) Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty (20) pounds and total height shall not exceed twelve (12) inches. Seeing-eye dogs are excluded to height and weight.
- 5) No chows, pit bulls, german police dogs, or any other known fighter breed will be allowed on the premises.
- 6) All cat and dog pets shall be neutered or spayed, and verified by veterinarian, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
- 7) A pet fee shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
- 8) Pets shall be quartered in the Residents unit.
- 9) Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
- 10) No dog houses will be allowed on the premises.
- 11) Pets (dogs and cats), shall be allowed to run only on the owners lawn and owners shall clean up after pets EACH day,
- 12) The City Ordinance concerning pets will be complied with.
- 13) Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner and occupants of the Authority in accordance with paragraph B3 below.
- 14) Birds must be kept in regular bird cages and not allowed to fly through out the unit.
- 15) Each resident family will be allowed to house only one (1) animal at any time. Visiting guests with pets will not be allowed.
- 16) Dishes or containers for food and water will be located within the owners apartment. Food and/or table scraps, will not be deposited on the owners porches or yards.
- 17) Residents will not feed or water stray animals or wild animals.
- 17) Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).
- 18) Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

Pet Violation
Procedure

1. NOTICE OF PET RULE VIOLATION:

The Authority determines allegations of pet violations by:

Determined on the basis of objective facts supported by written statements, that a pet owner has violated one or

more of these rules governing the owning or keeping of pets, the Authority will:

- a. Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased

dwelling unit, with a proper return address, or serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;

- b. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- c. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);
- d. The notice must state that the pet owner is entitled to be accompanied by another person on his or her choice at the meeting;
- e. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' residency.

2. PET RULE VIOLATION MEETING: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).

- a. The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
- b. The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
- c. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.

3. NOTICE OF PET REMOVAL: If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph B1 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- a. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- b. State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- c. State the failure to remove the pet may result in initiation of procedures to terminate the pet owners' residency.

4. INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY: The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- a. The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified in paragraph 3b above,

- b. The pet rule violation is sufficient to begin procedures to terminate the pet owners' residency under the terms of the lease and application regulations;
- c. Provisions of Resident's Lease, Section XV: "Termination of Lease" will apply in all cases.
- d. **Protection of the Pet** If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:
- e. Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- f. If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the pet;
- g. If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in (2. b.) above will be followed; and
- h. If none of the above actions reap results, the Authority may enter the pet owners' unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

5. NUISANCE OR THREAT TO HEALTH OR SAFETY

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety or other occupants of the Authority property or of other persons in the community where the project is located.

6. APPLICATION OF RULES

- 1. *Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals and destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.*
- 2. *All pet rules apply to resident and/or resident's guests.*

ADDENDUM K

Robert Lee Housing Authority

DECLARATION OF SECTION 214 STATUS
NON-CITIZEN VERIFICATION

Notice: In order to be eligible to receive housing assistance sought, each applicant or recipient of housing assistance must be lawfully within the U. S. Please read the declaration statement carefully, sign and return to the Housing Authority's Admissions Office. Please feel free to consult with an immigration lawyer or other immigration expert of your choosing.

I _____ certify, under penalty of perjury(1), that , to the best of my knowledge, I am lawfully within the United States because (please check the appropriate box):

- I am a naturalized citizen or national of the United States; or
- I have eligible immigration status and I am 62 years of age or older. Attach evidence of proof of age (2); or
- I have eligible immigration status as checked below (see next page for explanation). Attach INS document(s) evidencing eligible status and signed verification form.
 - Immigrant status under § 101(a)(15) or 101(a)(20)of the INA (3);or
 - Permanent residence under §249 of INA (4); or
 - Refugee, asylum, or conditional entry status under §§ 207, 208 or 203 of the INA (5); or
 - Parole status under §§ 212 (d)(5) of the INA (6); or
 - Threat of life or freedom under §243(h) of the INA(7); or
 - Amnesty under §245A of the INA (8).

[HA: Enter INS/SAVE Primary Verification #: _____ Date _____

(Signature of Family member) _____ Date _____

Check box if signature of adult residing in the unit who is responsible for a child. The following footnotes pertain to the non-citizen who declare eligible immigration status in one of the following categories:

- (1) Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in matter within the jurisdiction or any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.
- (2) **Eligible Immigration status and 62 years of age or older.** For non-citizens who are 62 years of age or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on June 19, 1995. If you are eligible and elect to select this category, you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
- (3) **Immigrant status under §§ 101 (a) (15) or 101 (a) (20) of INA.** A non-citizen lawfully admitted for permanent residence, as defined by § 101 (a) (20) of the INA as an immigrant as defined by § 101 (a) (15), respectively [*immigrant status*] This category includes a non-citizen admitted under §§ 210 or 210A of the INA (U.S.C.1106 or 1161), [*special agricultural worker status*], who has been granted lawful temporary resident status.

-
- (4) **Permanent residence under §249 of INA. A non-citizen who entered the U.S. before January 1, 1972, or such later date as entered by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8U.S.C. 1259) [amnesty granted under INA 249]**
- (5) **Refugee, asylum, or conditional entry status under §§207, 208 or 203 of INA. A non-citizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8U.S.C.1157) [refugee status];** pursuant to the granting asylum (which has not been terminated) under §208 of the INA(8 U.S.C. 1158) [*asylum status*]; or as a result of being granted conditional entry under §203 (a)(7) of the INA (before April 1,1980, because of persecution or fear of persecution on the account of race, religion, or political opinion or the fear of being uprooted by catastrophic national calamity [*conditional entry status*].
- (8) Parole status under § 212 (d)(5) of INA. A non-citizen who is lawfully present in the U.S. as the result of an exercise of discretion of the Attorney General for emergent reasons or reasons deemed strictly in the public interest under § 212(d) (5) of the INA (8 U.S. C. 1182 (d) (5)) [*parole status*].
- (9) Threat to life or freedom under § 243 (h) of INA. A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under §243 (h) of the INA (8 U.S.C. 1253 (h) [*threat to life or freedom*]Amnesty under § 245A of INA. A non-citizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a [*amnesty granted under 245A*].

EVICTION POLICY Addendum L

HOUSING AUTHORITY OF THE CITY OF ROBERT LEE

A. The purpose of this policy is to ensure that if eviction is necessary, a resident must be given the opportunity for a hearing in court which provided the basic elements of due process before eviction from the Housing Authority.

B. The following procedures will be followed:

1. Notice to Vacate may be combined with or run concurrently with Notice of Lease Termination. The Notice to Vacate must be in writing and specify that If resident fails to vacate the premises within the applicable period, appropriate action will be brought against the resident. Notice shall be:
 - a. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
 - b. Three (3) days in the case of creation or maintenance of a threat to the health, safety, or security of any resident, guest, or Authority employee.
 - C. Thirty (30) days in all other cases. </P>
2. Resident shall pay all court costs and the Authority's reasonable attorney's fees and other expenses in enforcing or defending this Lease and in recovering possession of the premises unless resident prevails in such legal action.
3. If resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.

C. Grievance Procedure

All grievances, disputes or appeals arising from the Lease which are subject to the Grievance Procedure shall be processed and resolved pursuant to the Grievance Procedure posted in the Authority office. Grievances associated with termination of tenancy related to any activity, not just

criminal activity, which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or by employees of the Authority, and to any drug-related criminal activity on or off Authority's premises, prescription medications are excluded from the Grievance Procedure.

D. Pre-Suit Mediation

Resident agrees that should resident have any dispute with the Lease, with the Authority or any matter in any way related to resident's tenancy of the premises, which dispute is not resolved through the Grievance Procedure per Section XVI of the Lease, it is a precondition to resident's filing any Action concerning any such dispute that resident submit the dispute to non-binding mediation, except in the case where immediate injunctive relief is sought. Upon resident giving notice of a request for mediation, the Authority will make itself available for mediation within thirty (30) days of that notice.

Addendum M

POLICY ON MOWING HOUSING AUTHORITY OF THE CITY OF ROBERT LEE

(occupancy policy)

MOWING POLICY

Housing Authority of the City of Robert Lee maintains all yards.

Maintenance is responsible for trimming, edging, watering and mowing. Families are charged a \$10.00 fee per month for mowing charges five (5) months out of the year. Housing Authority expects everyone to help with the watering of their yards unless they are not physically able. Families that do not water their yards will be charged \$2.00 week.

THE ELDERLY AND HANDICAPPED ARE EXEMPT FROM THESE
CHARGES .

ADDENDUM N

HOUSING AUTHORITY OF THE CITY OF ROBERT LEE ONE STRIKE YOUR OUT ZERO TOLERANCE

Drug policy termination of tenancy
any criminal activity is grounds for eviction if it threatens health, safety, or right to peaceful enjoyment of the premises by other residents. All drug related activity on or off the premises is cause for eviction. A tenant can be terminated and the household evicted when the resident, **Any member of the resident's household, or a guest engages in the prohibited criminal activity.** The extension act allows the authority to evict any person who the PHA determines is illegally using a controlled substance, or whose illegal use of a controlled substance is determined by the PHA to interfere with the rights of other residents. Any drug related or criminal activity in violation of the material terms of the lease the authority has a one strike or zero tolerance with respect to the violations of the lease terms regarding criminal activity. Alcohol abuse is grounds for termination of tenancy if the PHA determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Criminal activity is cause for eviction even in the absence of conviction or arrest. Any activity, not just criminal activity, that threatens the health, safety, or right to the employees of the Authority will terminate tenancy. Any provisions in the state laws that require conviction in order to evict residents; is pre-empted by federal law.

Drug-related criminal activity includes the felonious manufacture, sale or the distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance. Drug-related criminal activity includes the felonious use of, possession (other than intent to manufacture, sell, or distribute,) of a controlled substance.

Addendum O

HOUSING AUTHORITY OF THE CITY OF ROBERT LEE

Community Service/Self Sufficiency Policy

A. BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) of training, counseling, classes, and other activities which help an individual toward self sufficiency and economic independence.

This is a requirement of the Public Housing Lease.

B. Definitions –

volunteer work which includes but is not limited to:

1. Work at local school, hospital, or child care center
2. Work with youth organizations
3. Work at the Authority to improve physical conditions
4. Work at the Authority to help with children's projects
5. Helping neighborhood groups with special projects
6. Working through resident organization to help other residents with problems

POLITICAL GROUPS ACTIVITIES ARE EXCLUDED

Self Sufficiency Activities – activities which include, but are not limited to:

- 1 Job training programs
1. Substance abuse or mental health counseling
2. English proficiency or literacy (reading) classes
3. Budgeting and credit counseling
4. Any kind of class that helps a person toward economic independence

EXEMPT ADULT – an adult member or the family who

1. Is 62 years of age or older
2. Has a disability that prevents him/her from being gainfully employed
3. Is the caretaker of a disabled person
4. Is working at least 20 hours a week
5. Is participating in a welfare to work program
6. Is receiving assistance from TANF and is in compliance with job training and work activities requirements of the program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self sufficiency program activity or a combination of the two.
2. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
3. Activities must be performed within the community and not outside the jurisdictional area of the Authority.
4. Family obligations
 - a. At lease execution or re-examination after October 1,1999 all adult members(18 years or older) of a

public housing resident family must:

- con't
- 1) provide documentation that are exempt from Community Service requirement if they qualify for an exemption, and;
- 1.) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in the non-renewal of their lease.
 - a At each annual re-examination, non-exempt family members must present a completed documentation form (to be provided by the Authority) of activities performed over the previous twelve(12) months.
This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed.
 - b. If a family member is found to be non-compliant at re-examination, he/she and the head of household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period.
 - c. Change in exempt status
 - 1) If, during the (12) twelve month period, a non-exempt person becomes exempt, it his/her responsibility to report this to the Authority and provide documentation of such.
 - 2) If, during the (12) twelve) month period an exempt person becomes non- exempt, it is his/her responsibility to report to the Authority.

5. Authority Obligations

- a. To the greatest extent possible and practicable, the Authority will;
 - 1) Provide names and contracts at agencies that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (According to the Quality Housing and Work Responsibility Act, a disabled person who is otherwise able to be gainfully employed is not necessarily exempt from the Community Service requirement.)
 - 2) provide in-house opportunities for volunteer work or self sufficiency programs.
- b. The Authority will provide the family with exemption verification forms and Recording/Certification documentation form and a cop of this policy at initial application and at lease execution;
- c. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Residents may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- d. Non-compliance of family member
 - 1) At least (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
 - 2) If the Authority finds a family member to be non-compliant, the Authority will enter to an agreement with the non-compliant member and the head of household to make up the deficient hours over the next twelve (12) month period.
 - 3)

If, at the next re-examination, the family member is still not compliant, the lease will not be renewed and the entire family will have to vacate, unless the non-compliant member agrees to move out of the unit.

4) The family may use the Authority's Grievance Procedure to protest the lease termination.

COMMUNITY SERVICE CERTIFICATION

I certify that am eligible for an exemption from the Community Service requirement for the following reason:

- I am 62 or older
- I have a disability which prevents me from working
(Certification of Disability Form will serve as documentation)
- I am participating in a Welfare to Work Program
(Must provide verification from Agency)
- I am receiving TANF and am participating in a required economic self sufficiency program or work activity (Must provide verification from the funding agency that you are complying with job training or work requirement)[
- I am working at least 20 hours a week

(Employment verification will serve as documentation)

Resident Signature

Date

COMMUNITY SERVICE COMPLIANCE CERTIFICATION

I/We have received a copy of, have read and understand the contents of the Authority's Community Service/Self Sufficiency Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that if we do not comply with this requirement, our lease will not be renewed.

Resident Signature

Date

Resident Signature

Date

ADDENDUM P HOUSEKEEPING STANDARDS

HOUSING AUTHORITY OF THE CITY OF ROBERT LEE

A. Inside Apartment

- I. General
 - a. Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints
 - b. Floors: should be clean, clear, dry and free of hazards
 - c. Ceilings: should be clean and free of cobwebs
 - d. Windows: should be clean and not nailed shut. Shades and blinds should be in tact.
 - e. Woodwork: should be clean, free of dust, gouges, or scratches
 - f. Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
 9. Heating units: should be dusted and access uncluttered
 - i. Trash; shall be disposed of properly and not left in the unit. i. Entire unit should be free of rodent or insect infestation
2. Kitchen
- a. Stove: should be clean and free of food and grease
 - b. Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice
 - c. Cabinets: should be clean and neat; cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access to repairs. Heavy pots and pans should not be stored under the sink.
 - d. Exhaust fan: should be free of grease and dust
 - e. Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - f. Food storage areas; should be neat and clean without spilled food.
 - G Trash/garbage: should be stored in a covered container until removed to the disposal area.
3. Bathroom
- a. Toilet and tank: should be clean and odor free
 - b. Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length
 - c. Lavatory: should be clean
 - d. Exhaust fans: should be free of dust
 - e. Floor should be clean and dry
4. Storage areas
- a. Linen closets: should be neat and clean
 - b. Other closets: should be neat and clean; no highly flammable materials should be stored in the unit.
 - c. Other storage areas: should be clean, neat and free of hazards.
5. Outside the Unit
1. Yards: should be free of debris, trash, and abandoned cars.
 2. Exterior walls should be free of graffiti
 3. Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
 4. Steps (front and rear): should be clean and free of hazards

5. Storm doors: should be clean, with glass or screens intact
6. Sidewalks: should be clean and free of hazards
7. Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
8. Hallways: should be clean and free of hazards
8. Stairwells: should be clean and uncluttered
9. Laundry areas: should be clean and neat. Remove lint from dryers after use.
10. Utility room: should be free of debris, motor vehicle parts and flammable materials.

ADDENDUM Q

WHEREAS, the Department of Housing and Urban Development requires, and the Housing Authority of the City of Robert Lee desires to have a routine maintenance program, a cyclical maintenance plan and an inspection program that must be equivalent to or greater than Housing Quality Standard.

NOW THEREFORE, let it be resolved, that the Housing Authority of the City of Robert Lee establishes a plan as follows:INSPECTIONS:

- A. All units will be inspected annually . The inspection form which is in excess of Housing Quality Standards will be used. Both the Authority staff and the resident will sign the inspection form.
 - B. Move-in inspections will be performed and both the Authority and resident will sign the form..
 - C. Move-out inspections will be performed. The Authority staff members will sign the form. If the resident is available he/she will sign the form.
 - D. Non-dwelling units will be performed annually.
1. WORK ORDER SYSTEM
 - A. A work order form will be used.
 - B. Work orders or derived from the following
 1. Telephone / personal request for services / repairs from the residents.
 2. Repairs observed by the Authority staff during inspection or at other times.
 - C. Work orders will be filed as follows:
 1. Original---resident files
 2. Second copy-----maintenance file

2. PREVENTATIVE MAINTENANCE
 - A. Cyclical inspections will be on a monthly basis (which will include pilot lights, heaters, H/W/H, and plumbing). This is a preventative maintenance that is done every month . Our maintenance person accompanies our Pest Control Contractor monthly and this schedule enables the Housing Authority of the City of Robert Lee to have a successful program.

 3. CHARGES FOR DAMAGES
 - A. Residents will be charged for damages and abuse. The charge will be for and labor. The Board of Commissioner will periodically update the schedule of charges which is attached as Appendix D. of the A/O Policy.

 4. **Pest Control:**
 - A. Units are treated once a month and more often if necessary.

 6. **Trash:**
 - A. Dumpsters are furnished by the Housing Authority and Maintenance takes care of the Elderly & Handicap residents trash.
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