

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

PHA Plans

5 Year Plan for Fiscal Years 2001 - 2005
Annual Plan for Fiscal Year 2001

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

PHA Plan Agency Identification

PHA Name: Fall River Housing Authority

PHA Number: MA006

PHA Fiscal Year Beginning: (mm/yyyy)04/2001

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 home.ici.net/~danfrha/agencyplan.htm
- Other (list below)

Fall River Community Development Agency

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)

Fall River Community Development Agency

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)

The mission of the Fall River Housing Authority is to assist low-income families with safe, decent, and affordable housing opportunities as they strive to achieve self sufficiency and improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.

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)

- 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)
- Perform a market analysis to determine the need for public housing in Fall River and the actions necessary to meet the need. It may suggest that public housing in the City is in excess of the need. We will determine the course of our action when the study is completed.

- 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)

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.

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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Annual Plan

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 - 6. Grievance Procedures
 - 7. Capital Improvement Needs
 - 8. Demolition and Disposition
 - 9. Designation of Housing
 - 10. Conversions of Public Housing
 - 11. Homeownership
 - 12. Community Service Programs

- 13. Crime and Safety
- 14. Pets (Inactive for January 1 PHAs)
- 15. Civil Rights Certifications (included with PHA Plan Certifications)
- 16. Audit
- 17. Asset Management
- 18. Other Information

Attachments

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 (MA006a01)
- FY 2000 Capital Fund Program Annual Statement (MA006b01)
- 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 (MA006c01)
- Public Housing Drug Elimination Program (PHDEP) Plan (MA006d01)
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) (MA006e01)
- 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
Yes	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
Yes	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
Yes	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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
Yes	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
Yes	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
Yes	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	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
Yes	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
Yes	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
Yes	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
Yes	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
Yes	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
Yes	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
Yes	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	any active CIAP grant	
Yes	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
N/A	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
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
Yes	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	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
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program <input type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
N/A	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
Yes	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
Yes	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
Yes	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
Yes	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
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	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	4	5	2	3	4	2	2
Income >30% but <=50% of AMI	3	3	2	3	4	2	2
Income >50% but <80% of AMI	2	2	2	3	4	2	2
Elderly	3	5	2	2	2	2	2
Families with Disabilities	2	3	2	2	2	2	2
Black	3	3	2	3	2	2	2
Hispanic	3	3	2	3	2	2	2
Asian	3	3	2	3	2	2	2
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		
<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	1,749		
Extremely low income <=30% AMI	1,697	97	
Very low income (>30% but <=50% AMI)	49	03	
Low income (>50% but <80% AMI)	03	00	
Families with children	1,411	81	
Elderly families	66	04	
Families with Disabilities	314	18	
Race/ethnicity Wh	1,068	61	
Race/ethnicity Bl	577	33	
Race/ethnicity As	70	04	
Race/ethnicity Na	14	01	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	338	19	
2 BR	537	31	
3 BR	697	40	

Housing Needs of Families on the Waiting List			
4 BR	162	09	
5 BR	15	01	
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

B1. 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 checked="" type="checkbox"/> Section 8 tenant-based assistance			
<input type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	339		
Extremely low income <=30% AMI	336	99	
Very low income (>30% but <=50% AMI)	03	01	
Low income (>50% but <80% AMI)	00	00	
Families with children	190	56	
Elderly families	16	05	
Families with Disabilities	145	43	

Housing Needs of Families on the Waiting List			
Race/ethnicity Wh	268	79	
Race/ethnicity Bl	60	18	
Race/ethnicity As	06	02	
Race/ethnicity Na	05	01	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	149	44	
2 BR	166	49	
3 BR	19	06	
4 BR	05	01	
5 BR	00	00	
5+ BR	00	00	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? 12			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" 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.

The Fall River Housing Authority has a significant vacancy rate in both our family and Elderly developments. Our effort during our FYE 03/31/02 will be to analyze the factors leading to the vacancy rate and develop procedures to increase occupancy and reduce unit turnaround time.

The City as a whole also suffers from a significant vacancy rate, sometimes quoted as being between 10% and 12%.

The FRHA will commission a study of the housing market in the City to determine what strategy the FRHA should take to address the need, or lack of need, of public housing.

This strategy will enable the FRHA to use existing resources to meet the need and allow for future planning.

(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)

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)

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)
The FRHA has an approved Allocation Plan

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)

The Fall River Housing Authority has a sufficient vacancy rate as does the City as a whole. Our efforts will be to determine the actual market in the City and then determine.

(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	3,597,518	
b) Public Housing Capital Fund	3,312,892	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	12,661,307	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	413,289	
g) Resident Opportunity and Self-Sufficiency Grants	N/A	
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)		
Service Coordinator	46,670	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
Comp Grant 50100	2,938,798	
Comp Grant 70899	2,307,627	
3. Public Housing Dwelling Rental Income	3,,419,160	
4. Other income (list below)Other		
Excess Utilities	15,000	
Non-Dwelling	9,600	
4. Non-federal sources (see 1 below)	40,000	
Investment Income	150,000	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Total resources	28,865,191	
1) other income from PHA Units	40,000	

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) 3 months
- Other: (describe)

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)

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)

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

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

Or via Mail. The Authority also has a WEB page where any person may request that an application be mailed to them

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? 0

2. Yes No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously HUD-approved site based waiting list plan)?
If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously?
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (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)

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)

- 2 Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- 1 Residents who live and/or work in the jurisdiction
- 2 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 Domestic Violence
- 4 Emergency Cases

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:

Sunset Hill

Heritage Heights

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:

No. Rocliffe Apartments

Fordney Apartments

Bennie Costa Plaza

Riley Plaza

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete subcomponent 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 tenantbased 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 tenantbased assistance? (select all that apply)
- PHA main administrative office
- Other (list below)
- Applicants may request an application via mail, telephone, etc. Applications may be returned by mail.

(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:

Where an applicant can demonstrate that they were actively seeking an apartment but due to circumstances beyond their control they were not able to find an appropriate unit.

(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)
At least 15% of vouchers will be issued to handicapped/disabled applicants.

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)

- 3 Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- 2 Residents who live and/or work in your jurisdiction
- 3 Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
- 6 Residents of Fall River paying more than 40% of income for rent
- 7 Victims of domestic violence
- 8 Disabled

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

We are adding a preference for residents of Fall River paying more than 40% of their income for rent.

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)

Local Cable, Spanish Radio, Khmer Radio, local and state wide special interest groups representing Handicapped/Disabled Individuals

4. PHA Rent Determination Policies

[24 CFR Part 903.79 (d)]

A. Public Housing

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

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:

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

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

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

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

- For the earned income of a previously unemployed household member
 For increases in earned income
 Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

- Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- For household heads
 For other family members
 For transportation expenses
 For the non-reimbursed medical expenses of non-disabled or non-elderly families
 Other (describe below)

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 reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (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)_____

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)

Analysis of rents that appear to be fair and appropriate for each individual site. Our analysis considered the uniqueness of our sites and the amenities available at each site and considers the fair rental value of each site as compared to private rents and Sec 8 FMR's

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenantbased 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)]

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	1,430	420
Section 8 Vouchers	2,431	230
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)	1,700	100
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)

Maintenance Policies:

Preventative Maintenance Program, Maintenance Training Program, Custodial Activities, After-Hours Maintenance (Emergency) Services, Master Key Policy, Maintenance Procedures During Emergencies, Procedures for Stripping And Waxing Floors, Turning On of Gas Meters, Uniform Policy, Resident Maintenance Requests Policy, Maintenance Personnel Requirements, Advance Notice for Vacation Requests Policy and Pest Control Policy.

Management Policies:

Rent Collection Policy, Eviction Policy, Transfer Policy, Pet Policy and Grievance Procedure Policy, Personnel Policy, Procurement Policy, Capitalization Policy, and Disposition Policy.

- a. Section 8 Management: (list below)
Section 8 Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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)
The Sec 8 Rental Assistance Department at
180 Morgan Street
Fall River, Ma 02721

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 longterm 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 (state name) MA006b01

-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? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name) MA006c01

-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)

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

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

[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:	Cardinal Medeiros Towers
1b. Development (project) number:	MA06P006008
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 checked="" type="checkbox"/>
3. Application status (select one)	Approved; included in the PHA’s Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved:	(27/02/1996)

<p>5. If approved, will this designation constitute a (select one)</p> <p><input type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>6. Number of units affected: 208</p> <p>7. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>

Designation of Public Housing Activity Description
<p>1a. Development name: O'Brien Apartments</p> <p>1b. Development (project) number: MA06P006005</p>
<p>2. Designation type:</p> <p>Occupancy by only the elderly <input checked="" type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
<p>4. Date this designation approved: <u>(27/02/1996)</u></p>
<p>5. If approved, will this designation constitute a (select one)</p> <p><input type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>
<p>6. Number of units affected: 100</p> <p>7. Coverage of action (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>

Designation of Public Housing Activity Description
<p>1a. Development name: Holmes Apartments</p> <p>1b. Development (project) number: MA06P006006</p>
<p>2. Designation type:</p> <p>Occupancy by only the elderly <input checked="" type="checkbox"/></p> <p>Occupancy by families with disabilities <input type="checkbox"/></p> <p>Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one)</p> <p>Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/></p> <p>Submitted, pending approval <input type="checkbox"/></p> <p>Planned application <input type="checkbox"/></p>
<p>4. Date this designation approved: <u>(27/02/1996)</u></p>
<p>5. If approved, will this designation constitute a (select one)</p> <p><input type="checkbox"/> New Designation Plan</p> <p><input type="checkbox"/> Revision of a previously-approved Designation Plan?</p>

6	Number of units affected: 100
7.	Coverage of action (select one)
<input type="checkbox"/>	Part of the development
<input checked="" type="checkbox"/>	Total development

Designation of Public Housing Activity Description	
1a.	Development name: Oliveira Apartments
1b.	Development (project) number: MA06P006007
2.	Designation type:
	Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
	Submitted, pending approval <input type="checkbox"/>
	Planned application <input type="checkbox"/>
4.	Date this designation approved: (27/02/1996)
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: 84
7.	Coverage of action (select one)
<input type="checkbox"/>	Part of the development
<input checked="" type="checkbox"/>	Total development

Designation of Public Housing Activity Description	
1a.	Development name: Cottell Heights
1b.	Development (project) number: MA06P006010
2.	Designation type:
	Occupancy by only the elderly <input checked="" 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 checked="" type="checkbox"/>
	Submitted, pending approval <input type="checkbox"/>
	Planned application <input type="checkbox"/>
4.	Date this designation approved: (27/02/1996)
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: 71
7.	Coverage of action (select one)
<input type="checkbox"/>	Part of the development

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: Sunset Hill	
1b. Development (project) number: MA06P006001	
2. What is the status of the required assessment?	
<input type="checkbox"/> Assessment underway <input checked="" 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 checked="" 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	

Other: (describe below)
Fall River Housing Authority submission and subsequent review by ABT associates resulted in conclusion that site is both viable and cheaper to maintain than vouchers.

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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? DD/MM/YY

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) The FRHA has a very strong working relationship with the local office of the state TANF agency. Our Social Service staff is in routine contact with this department and ideas and approaches to problems resolution and FRHA activities are discussed and resolved.

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)
DEP-ED/Training Component Provide outreach/recruitment and Linkage to education/job training	50	Interested tenants	Development office, main office, Fall River career center	Public housing
Watuppa Heights Computer Learning Center Improve basic academic skills, computer assistance, homework Assistance	20	Interested tenants	Development office, main office, Fall River career center, Fall River School Dept., Cambodian Comm. & PYCO	Public Housing

(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	25	0 (as of 1/1/2000)

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

C. Welfare Benefit Reductions

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

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)

2. What information or data did the PHA used 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)

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)

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

Sunset Hill

Heritage Heights

Diafario Village
No Roccliffe Apartmenst
Fordney Apartments
Bennie Costa Plaza
Geoge Riley Plaza

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)

Sunset Hill
Heritage Heights
Diafario Village
No Roccliffe Apartmenst
Fordney Apartments
Bennie Costa Plaza
Geoge Riley Plaza

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: Pending)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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)

Housing Authority has developed procedures for and is managing Diafario Village under project based policies and procedures.

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) MA006e01

Provided below:

William King Chairman of the Joint Tenants Council, requested that the FRHA provide the RAB with technical assistance for next years Agency Plan process. They agreed to further refine their request so that the FRHA could provide the needed assistance.

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:

See MA006e01

Other: (list below)

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)

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: (provide name here)

City of Fall River

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.

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the mission, goals, objectives or plans of the agency and which require formal approval of the Board of Commissioners.

Attachments

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

Deconcentration Plan	MA006a01
Capital Plan Year 1	MA006b01
Capital Plan 5 Years	MA006c01
PH Drug Elimination	MA006d01
Resident Advisory Board Summary	MA006e01
Admissions and Continued Occupancy Policies	MA006f01
Section 8 Administrative Plan	MA006g01
Rent Policies	MA006h01
Grievance Procedures	MA006i01
Maintenance Policy	MA006j01
Pest Control Policy	MA006k01
Section 8 Payment Standard	MA006l01
Pet Policy	MA006m01
Community Service Policy	MA006n01
New Federal Lease	MA006o01

PHA Plan Table Library

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

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

Capital Fund Grant Number FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

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

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)

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	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

AS of 12/07/2000

Fall River Housing Authority
Deconcentration Policy for Federal Family Developments

Pursuant to the requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) the FRHA is hereby implementing a Deconcentration Plan to assure that families with children are not concentrated in our various federally aided family developments.

We have analyzed the income levels in the affected family developments and the following information summarizes the results.

Summary of Average Family Income Levels

Location	Average Family Income	Relationship To Average
All Federal Family Developments	9,996	
Sunset Hill	8,817	Below
Heritage Heights	7,912	Below
Diafario Village	11,028	Above
No. Rocliffe Apts	11,379	Above
Fordney Apartments	14,017	Above
Bennie Costa Plaza	12,855	Above
Riley Apartments	11,992	Above

In order to comply with the requirements of QHWRA we will adjust our Admissions and Continued Occupancy Plan to provide for the following actions:

We will recompute the Income levels as shown in the above table every three months.

We will first offer the apartments in Developments that are below the average income to eligible applicants, within each defined preference, that are above the average income. Offers will then be made to applicants that are below the average.

We will first offer the apartments in Developments that are above the average income to eligible applicants, within each defined preference, that are above the below the average income. Offers will then be made to applicants that are above the average.

Offers at Diafario Village will be made by waiting list rank only.

The net affect of this policy will be to assure that the poorest families are not concentrated at any development.

PHA Plan Table Library

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

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

Capital Fund Grant Number MA06-P006-50201
FFY of Grant Approval: 2001

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	
3	1408 Management Improvements	208,810
4	1410 Administration	165,284
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	150,000
8	1440 Site Acquisition	
9	1450 Site Improvement	273,744
10	1460 Dwelling Structures	2,060,635
11	1465.1 Dwelling Equipment-Nonexpendable	250,000
12	1470 Nondwelling Structures	204,419
13	1475 Nondwelling Equipment	
14	1485 Demolition	
15	1490 Replacement Reserve	
16	1492 Moving to Work Demonstration	
17	1495.1 Relocation Costs	
18	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	3,312,892
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
MA 6-01 SUNSET HILL	Build Campus of Learners Center	1470	150,000
	Vacancy Reduction	1460	100,000
MA 6-02 HERITAGE HGTS	Vacancy Reduction	1460	50,000
MA 6-05 O'BRIEN APTS	Upgrade Electric Door Latches	1460	40,000
	Replace Trash Chute Doors	1460	6,802
	Install New Emergency Generator	1465	50,000
MA 6-06 HOLMES APTS	Upgrade Electric Door Latches	1460	35,000
	Parking/Landscaping Improvements	1450	87,589
MA 6-07 OLIVEIRA APTS	Upgrade Electric Door Latches	1460	35,000
	Parking/Landscaping Improvements	1450	80,425
	Install New Emergency Generator	1465	50,000
	Install New Window / AC Sleeves	1460	239,168
MA 6-08 CARDINAL TOWERS	Upgrade Laundry Room	1470	13,605
	Install New Emergency Generator	1465	50,000
MA 6-10 COTTELL APTS	Install New Emergency Generator	1465	50,000
	Improve Heating in Office	1470	6,802
	Create Activity Room in Com. Bldg.	1470	20,407
	Replace Closet Doors	1460	31,291
	Parking/Landscaping Improvements	1450	96,887
	Upgrade Electric Door Latches	1460	33,000
MA 06-11 MITCHELL APTS	Upgrade Domestic Water Pumps	1460	54,420
	Upgrade Electric Door Latches	1460	41,550
	Install New Emergency Generator	1465	50,000
	Building Exterior Repairs	1460	350,000
MA 06-13 NO. ROCLIFFE APTS	Upgrade Maintenance Shop/Washroom	1470	13,605
	Dumpster Enclosures	1450	8,843
	Repair Stair/Hallway Fixture	1460	20,407
	Repair Upstairs Flooring/Painting	1460	205,980

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
MA 6-15 FORDNEY APTS	Repair Upstairs Flooring/Painting	1460	214,008
MA 6-16 BENNIE COSTA PLAZA	Repair Upstairs Flooring/Painting	1460	403,309
MA 6-17 RILEY PLAZA APTS	Repair Upstairs Flooring/Painting	1460	200,700

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
PHA-WIDE Management	Elder Services Contract Hire City Police/Security Guards Total	1408 1408	15,600 193,210 208,810
PHA-WIDE ADMIN	Financial Analyst Project Manager Inventory/Work Order Clerk I Inventory/Work Order Clerk I Fringe Benefits Total	1410 1410 1410 1410 1410	29,500 33,500 27,530 27,530 47,224 165,284
FEES & COSTS	Fees/Costs for Engineering Services For Proposed Work Items for Year 9	1430	150,000

**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)
MA 06-01		
SUNSET HILL	03/31/03	09/30/04
MA 06-02		
HERITAGE HGTS	03/31/03	09/30/04
MA 06-05		
O'BRIEN APTS	03/31/03	09/30/04
MA 06-06		
HOLMES APTS	03/31/03	09/30/04
MA 06-07		
OLIVEIRA APTS	03/31/03	09/30/04
MA 06-08		
CARDINAL TWRS	03/31/03	09/30/04
MA 06-10		
COTTELL APTS	03/31/03	09/30/04
MA 06-11		
MITCHELL APTS	03/31/03	09/30/04
MA 06-13		
N. ROCLIFFE	03/31/03	09/30/04
MA 06-15		
FORDNEY APTS	03/31/03	09/30/04
MA 06-16		
BENNIE COSTA	03/31/03	09/30/04
MA 06-17		
RILEY PLAZA	03/31/03	09/30/04

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	
MA 06-01	SUNSET HILL			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Upgrade Emergency Light System			30,400	4/2002
Re-glaze Bath Tubs			15,500	4/2002
Expand Maintenance Area			22,700	4/2002
Install Bypass on Hot Water Mixing Valve			19,525	4/2002
New Building and Apartment Door Locks			350,000	4/2003
New Heavy-Duty Baseboard Covers in Apartments			188,598	4/2003
New Circulators on Heating Lines (2 per building)			37,000	4/2003
Replace Gauges Around Mixing Valves (4 per building)			29,600	4/2003
Replace Automatic Vents on Heating Lines			35,500	4/2003
Replace Sump Pumps in Basements			96,100	4/2003
Install Expansion Joints on Sewer Lines			30,000	4/2003
Install New Hot Water Mixing Valves in Basements			18,500	4/2003
Install New Zone Valves in Showers			71,000	4/2003
Replace Mixing Valves in Showers			106,500	4/2003
Re-install Main Heating and Plumbing Lines in Basements			198,000	4/2003
Replace Bathroom Floors			860,000	4/2004
Renovate Entire Site			2,788,798	4/2005
Total estimated cost over next 5 years			4,897,721	

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
MA 06-02	HERITAGE HEIGHTS		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Upgrade Emergency Light System		10,500	4/2002
Install Bypass on Hot Water Mixing Valve		6,985	4/2002
Install Instantaneous Hot Water Tanks		12,000	4/2002
Eliminate Pole Light Receptacles		5,500	4/2002
New Bathrooms Faucets		47,600	4/2003
Rebuild Hot Water Mixing Valves (1 per building)		9,500	4/2003
Install New Apartment Metal Doors and Frames		95,250	4/2003
Remove One (1) Tot Lot		5,000	4/2004
Landscape Upgrade		199,377	4/2004
Total estimated cost over next 5 years		391,712	

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
MA 06-03	DIAFERIO VILLAGE		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Install Heating System in Apartments		12,320	4/2002
Upgrade Cleanouts in Basements		53,500	4/2002
Landscaping		183,370	4/2002
Bldg. Exterior Painting		20,000	4/2002
Install Coin Vents in Apartments Baseboard		44,800	4/2003
Separate Heating Zones in Management and Maintenance Areas		30,000	4/2003
Install Tub Wall Liners		214,500	4/2003
Install Non-Electric Zone Valves on Hallway Heaters		20,400	4/2004
Upgrade Air Handling Units on Community Building		17,500	4/2004
Landscape Upgrade (washouts at Building 13)		126,500	4/2004
Total estimated cost over next 5 years		722,890	

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
MA 06-04	OAK VILLAGE		
Description of Needed Physical Improvements or Management Improvements			Estimated Cost
Close Louvers on community Bldg.			5,000
Install Bypass on Hot Water Mixing Valve			2,200
Upgrade Maintenance Area			15,500
Ventilate Community Bldg.			6,500
Remove Incinerators			56,800
New Apartment Isolation Valves			8,000
New Bathroom Sinks and Faucets			24,000
New Shut-Offs Under Toilets			4,000
Upgrade Heating Controls in Bldg.			4,500
Install New Heating Zones in Community Bldg.			10,500
Upgrade Community Bldg. Kitchen			5,000
Upgrade Manager's Office			3,500
Expand Maintenance Area			20,000
Total estimated cost over next 5 years			165,500

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	
MA 06-05	O'BRIEN APARTMENTS			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Remove AHU's in Lobby Closets			6,280	4/2002
Relocate Corridor Fire Hydrants			50,000	4/2002
Remove Pneumatic Valves & Compressor			2,500	4/2002
Install Non-Electric Zone Valve in Offices			1,500	4/2002
Upgrade Bldg. Exterior & Stairwells			65,650	4/2002
Install Light System For Emergency Pulls			213,127	4/2002
Install Exhaust System for Maintenance Area			10,000	4/2002
Install Heat in Old Boiler Room			15,000	4/2003
Replace Generator/Remove Asbestos			65,000	4/2003
Upgrade Office Light Fixtures			12,500	4/2003
Install New Office Carpeting			15,500	4/2003
Total estimated cost over next 5 years			457,057	

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	
MA 06-06	HOLMES APARTMENTS			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Upgrade Stairwells & Corridor Lighting			35,600	4/2002
Upgrade Fire Doors			18,000	4/2002
Replace Entrance Doors to Roof			15,500	4/2002
Install Bypass on Hot Water Mixing Valve			5,500	4/2002
Replace Trash Chute Doors			8,500	4/2002
Upgrade Laundry Room			15,000	4/2002
Upgrade Maintenance Area			15,000	4/2002
New Bathroom Faucets			10,000	4/2003
New Toilet Shut-Offs			10,000	4/2003
Install Clean-Out at First Floor Office Area			3,500	4/2003
Upgrade Community Room Kitchen			5,000	4/2004
Site Improvements			125,000	4/2004
New Dedicated Refrigerator Electrical Outlet			12,600	4/2004
Install Supervised Fire Alarm Panel			15,000	4/2004
New Thermostats in Apartments			2,500	4/2004
New Access at Dumpster Area			14,400	4/2004
Upgrade Laundry Room			6,500	4/2004
Total estimated cost over next 5 years			317,600	

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	
MA 06-07	OLIVEIRA APARTMENTS			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Isolate Pull Stations per Floor			10,000	4/2002
Install Isolation Valves in Apartments			4,620	4/2002
Rehab Office			15,000	4/2002
Upgrade Stairwells & Corridor Lighting			35,600	4/2002
Upgrade Community Room Kitchen			5,000	4/2004
Replace Building Exterior Door (West/North Sides)			3,500	4/2004
Install New Shower in Maintenance Area			2,500	4/2004
Install Bypass at Water Meter			1,000	4/2004
Install New Apartment Thermostats			2,100	4/2004
New Parking Area and Sidewalks			125,000	4/2004
Upgrade Laundry Room			6,500	4/2004
Total estimated cost over next 5 years			210,820	

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	
MA 06-08	CARDINAL TOWERS			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Isolate Pull Stations per Floor			14,000	4/2002
Install New Light Fixtures in Kitchens & Bedrooms			15,600	4/2002
Install Fans in Community Room			10,500	4/2002
Erect Bollard at Exterior Gas Meter			5,000	4/2002
Install Unit Heaters in Maintenance Area			6,750	4/2002
Upgrade Stairwells & Corridor Lighting			75,250	4/2002
Rehab Office			15,000	4/2002
Upgrade Emergency Pull Cord System			265,000	4/2003
Repair 6" Check Valve on Sprinkler System			3,500	4/2003
New Shut-Offs for Toilets			15,600	4/2003
New Exterior Metal Railing			65,000	4/2003
Upgrade Laundry Room			6,500	4/2003
New Community Room Curtains			2,500	4/2003
Install New Heavy-Duty Baseboard Covers Throughout			415,571	4/2004
Upgrade Community Room Kitchen			7,500	4/2004
Total estimated cost over next 5 years			923,271	

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	
MA 06-10	COTTELL HEIGHTS			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Rehab Office			15,000	4/2002
Install Check Valves on Heating System			3,905	4/2002
Upgrade Maintenance Area			20,000	4/2002
Replace Pole Lights			15,000	4/2002
Access Panel For Kitchen Sinks (04 Apts.)			6,500	4/2002
Upgrade Stairwells & Corridor Lighting			35,600	4/2002
Replace Roof Exhaust Units/Louvers (belt-driven)			20,150	4/2003
Install New Hot Water Mixing Valves			14,200	4/2003
Repair/Replace Hot Water Storage Tank			55,000	4/2003
Install Isolation Valves on Risers			4,200	4/2003
Upgrade Community Room Kitchen			5,000	4/2004
Install Additional Electrical Outlets in Community Room/Elevator Lobbies			10,500	4/2004
Install New Trash Chute Doors			18,450	4/2004
Upgrade Laundry Room			7,500	4/2004
Site Improvements			125,000	4/2004
Total estimated cost over next 5 years			356,005	

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
MA 06-11	MITCHELL APARTMENTS		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Install New Smoke Detectors in Corridors		18,400	4/2002
Revamp Under-hang Lighting		25,250	4/2002
New Controller for Heating Pump Motor		5,500	4/2002
Upgrade Stairwells & Corridor Lighting		70,160	4/2002
Install New Domestic Water Pump System		55,000	4/2003
Upgrade Public Restrooms		10,000	4/2003
Install two (2) New Heating Circulators		1,500	4/2003
Building Exterior Repairs		355,000	4/2003
Upgrade Community Room Kitchen		5,000	4/2004
Upgrade Laundry Room		7,500	4/2004
Install New Unit Heater in Front Vestibule		1,500	4/2004
Total estimated cost over next 5 years		554,810	

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	
MA 06-13	N. ROCLIFFE APARTMENTS			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Redesign Front/Rear Entrances			388,028	4/2002
Install New Shut-Offs for Sinks and Toilets			7,000	4/2003
Install New Apartment Shut-Off Valves			3,500	4/2003
Install Bypass on Water Meters			1,500	4/2003
Eliminate Mildew Problem in Boiler Rooms			3,500	4/2004
Laundry Room Upgrades			8,000	4/2004
Exhaust Fans in Bathrooms			87,500	4/2004
Upgrade Access Panels in Living Rooms			36,750	4/2004
Total estimated cost over next 5 years			535,778	

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
MA 06-15	FORDNEY APARTMENTS		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Redesign Front/Rear Entrances		350,893	4/2002
Install New Shut-Offs for Sinks and Toilets		7,200	4/2003
Install New Apartment Shut-Off Valves		3,600	4/2003
Install Bypass on Water Meters		2,100	4/2003
New Hot Air Furnaces in Maintenance Area		9,500	4/2003
Eliminate Mildew Problem in Boiler Rooms		3,600	4/2004
Laundry Room Upgrades		8,000	4/2004
Exhaust Fans in Bathrooms		90,000	4/2004
Upgrade Access Panels in Living Rooms		37,800	4/2004
Total estimated cost over next 5 years		512,693	

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
MA 06-17	RILEY PLAZA		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Redesign Front/Rear Entrances		252,534	4/2002
Install New Shut-Offs for Sinks and Toilets		5,000	4/2003
Install New Apartment Shut-Off Valves		2,500	4/2003
Install Bypass on Water Meters		1,500	4/2003
New Hot Air Furnaces in Maintenance Area		9,500	4/2003
Eliminate Mildew Problem in Boiler Rooms		2,500	4/2004
Laundry Room Upgrades		8,000	4/2004
Exhaust Fans in Bathrooms		62,500	4/2004
Upgrade Access Panels in Living Rooms		26,250	4/2004
Total estimated cost over next 5 years		370,284	

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	
	Agency Wide			
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
	Elder Services Contract		15,600	4/2002
	Elder Services Contract		15,600	4/2003
	Elder Services Contract		15,600	4/2004
	Elder Services Contract		15,600	4/2005
	Hire City Police/ Security Guards		193,210	4/2002
	Hire City Police/ Security Guards		193,210	4/2003
	Hire City Police/ Security Guards		193,210	4/2004
	Hire City Police/ Security Guards		193,210	4/2005
	Project Manager		33,500	4/2002
	Project Manager		33,500	4/2003
	Project Manager		33,500	4/2004
	Project Manager		33,500	4/2005
	Financial Analyst		29,500	4/2002
	Financial Analyst		29,500	4/2003
	Financial Analyst		29,500	4/2004
	Financial Analyst		29,500	4/2005
	Inventory/Work Order Clerks (2)		55,060	4/2002
	Inventory/Work Order Clerks (2)		55,060	4/2003
	Inventory/Work Order Clerks (2)		55,060	4/2004
	Inventory/Work Order Clerks (2)		55,060	4/2005
	Fringe Benefits		47,224	4/2002
	Fringe Benefits		47,224	4/2003
	Fringe Benefits		47,224	4/2004
	Fringe Benefits		47,224	4/2005
	Fees and Costs A&E Services		150,000	4/2002
	Fees and Costs A&E Services		150,000	4/2003
	Fees and Costs A&E Services		150,000	4/2004
	Fees and Costs A&E Services		150,000	4/2005
Total estimated cost over next 5 years			2,096,376	

Public Housing Drug Elimination Program Plan

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Annual PHDEP Plan Table of Contents:

1. General Information/History
2. PHDEP Plan Goals/Budget
3. Milestones
4. Certifications

Section 1: General Information/History

- A. Amount of PHDEP Grant \$ 413,289
- B. Eligibility type (Indicate with an "x") N1 _____ N2 _____ R X
- C. FFY in which funding is requested 2001
- D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

The Fall River Housing Authority is proposing five (5) different programs to be delivered to residents at our 14 Federally-aided developments - Recreation; Youth Tutorial/Reading Enrichment; Drug Prevention; Drug Intervention and Reimbursement for the Fall River Police Department's assignment of 5 ½ police officers to provide police security services to our federal developments, as defined by the Authority. The Authority will be directly responsible for the development and recruitment of all recreation programs. All other programs will be delivered via contractual agreement with community agencies.

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Bennie Costa Plaza	60	252
Cardinal Medeiros Towers	208	185
George H. Cottell Heights	71	76
Father Vincent Diaferio Village	224	658
Fordney Apartments	36	124
Heritage Heights	127	290
Raymond D. Holmes Apartments	100	101
Nicholas W. Mitchell Heights	104	84
North Rocliffe Apartments	35	119
Oak Village	40	48
James A. O'Brien Apartments	100	113
Frank B. Oliveira Apartments	84	81
George E. Riley Plaza	25	96
Sunset Hill	355	676

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

6 Months_____ **12 Months**_____ **18 Months**_____ **24 Months**__**X**__ **Other** _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1995	\$426,750	MA06DEP0060195	\$0	GE	Complete
FY 1996	\$426,750	MA06DEP0060196	\$0	GE	Complete
FY 1997	\$443,820	MA06DEP0060197	\$0		Complete
FY1998	\$443,820	MA06DEP0060198	\$35,313.03		01/01
FY 1999	\$396,553	MA06DEP0060199	\$350,251.14		01/02
FY2000	\$413,289	MA06DEP0060100	\$413,289		11/02

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

We propose to implement five separate programs under our 2001 PHDEP Application Law Enforcement Contractual Reimbursement, Prevention/Recreation, Prevention/Youth Tutorial & Reading Enrichment Program, Prevention/Education and Intervention.

Law Enforcement Contractual Reimbursement will be delivered by the Fall River Police Department, and its goal will be to continue to improve police interest in public housing problems; foster better police response to public housing incidents; deter drug use, youth congregating, vandalism, etc.; assist in the mobilization of residents working together to improve their neighborhoods; facilitate the early arrest of offenders; facilitate the keeping of known drug sellers off public housing property; improve police response presence; increase public safety and decrease use of space by criminal wrongdoers; improve our ability to provide good court testimony to better secure evictions; and provide management with better information and documentation in order to improve its ability to aggressively deal with problematic residents, guests, etc.

The Prevention/Recreation Program goals will be to involve at least 900 youngsters in meaningful, interesting, enjoyable alternatives to loitering, drug experience, vandalism, etc.; will foster community participation in the lives of our youngsters; will introduce them to experiences not traditionally available in a public housing neighborhood; will give them concrete evidence of the community's and the Authority's interest and commitment in improving their total wellbeing; will foster open and frank discussions about drugs and problems confronting youngsters in public housing; and will educate youngsters in alcohol/drug avoidance.

The Prevention/Youth Tutorial & Reading Enrichment Program is a youth academic program for up to 25 youth at Sunset Hill, our largest family development, delivered via contract with Family Service Association of Fall River, Inc. Our goal is to improve reading skills and stimulate continuing and favorable school attendance in an environment that stresses the negatives of drug use, improved self esteem and refraining from resorting to violent solutions to interpersonal problems.

The Prevention/Education Program is delivered via contract with an established community drug prevention/counseling/intervention agency. The goal of this activity is to get to the approximately 150 adult and youth residents of public housing that are known or suspected to be involved in some degree of illegal drug activities. These contracted services will also better enable us to coordinate the onsite delivery of those types of drug counseling/medical/social services required by public housing residents and youth.

The Intervention Program, also contracted with an established community drug prevention/counseling/intervention agency, will enable the Housing Authority to better identify problematic or potentially problematic residents and aggressively intervene with these known situations in an attempt to provide appropriate assistance at the earliest possible opportunity. The hired Social Worker will assist in the identification of “at risk” clients and will follow up on all referrals aimed at identifying public housing residents or youth drug users in order to assist them in modifying their behaviors, if necessary, obtaining treatment at the earliest possible opportunity.

B. PHDEP Budget Summary

Enter the total amount of PHDEP funding allocated to each line item.

FY 2001 PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	\$235,656
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	\$150,749
9170 - Drug Intervention	\$ 26,884
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	\$413,289

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 - Reimbursement of Law Enforcement					Total PHDEP Funding: \$235,656		
Goal(s)		Lower vandalism to under \$2,000. Lower drug arrests to under 10 per year. Increase No Trespass Notices issued.					
Objectives		Have less than 100 crimes reported on FRHA property by the end of this grant.					
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.			08/02	08/03	\$235,656	Modernization	Less Crime, Less Vandalism, Less Drug Arrests
2.							
3.							

9120 - Security Personnel					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

9140 - Voluntary Tenant Patrol					Total PHDEP Funding: \$		
---------------------------------------	--	--	--	--	--------------------------------	--	--

Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention					Total PHDEP Funding: \$150,749		
Goal(s)	Increase Participation. More collaborative efforts. Decrease in vandalism expenses.						
Objectives	Lower # of crime on FRHA property. Less drug arrests. Higher grades in school. Higher attendance.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Education	400	Known/Suspected Drug Users	02/02	02/03	\$27,244		Participation & Referrals
2.Youth Tutorial	25	Sunset Hill Youth	05/02	05/03	\$31,141		Attendance & Grades
3.Recreation	900	Ages 5-18	04/02	04/03	\$92,364		Participation

9170 - Drug Intervention					Total PHDEP Funding: \$26,884		
Goal(s)	Higher # of clients staying sober for more than 1 year. Less repeat interventions, incounseling, in-patients.						
Objectives	Decreased # of drug arrests. Visit more residents via prevention referrals.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Intervention Services	160	Known/Suspected Drug Users	02/02	02/03	\$26,884		# of repeat intervention, in-counseling and in-

							patients.
2.							
3.							

9180 - Drug Treatment						Total PHDEP Funding: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs						Total PHDEP Funds: \$	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

Section 3: Expenditure/Obligation Milestones

Indicate by Budget Line Item and the Proposed Activity (based on the information contained in Section 2 PHDEP Plan Budget and Goals), the % of funds that will be expended (at least 25% of the total grant award) and obligated (at least 50% of the total grant award) within 12 months of grant execution.

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	Activity 1	\$58,914	Activity 1	\$117,828
9120				
9130				
9140				
9150				
9160	Activity 1 & 2	\$37,687	Activity 3	\$75,375

9170	Activity 1	\$ 6,721	Activity 1	\$13,442
9180				
9190				
TOTAL		\$103,322		\$206,645

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the “PHA Certifications of Compliance with the PHA Plan and Related Regulations.”

**Summary of PHA Plan Development and Consultation
with Resident Advisory Board**

and

Public Hearing Held January 3, 2001

The Fall River Housing Authority (FRHA), pursuant to Federal Guidelines, appointed the Citywide legal representation of the developments--the Fall River Joint Tenants Council, Inc. (JTC)--as the Resident Advisory Board (RAB).

The members of the RAB are as follows:

William H. King, Public Housing
Bette Ann Lavoie, Public Housing
Denise Procell, Public Housing
Bob Tetrault, Public Housing
Muriel Berryman, Public Housing
Pauline Habib, Public Housing
Helen Gula, Section 8, Tenant Based
Margaret Barboza, Section 8, Tenant Based
William Massa, Section 8, Tenant Based
George Hamel, Section 8, Tenant Based
Mary Wright, Section 8, Tenant Based
Joanne Plozas, Section 8, Tenant Based
Sandra Pessia, Section 8, Tenant Based
Penny Fernandes, Section 8, Tenant Based
Patricia Smith, Section 8, Tenant Based

It should be noted that JTC has attended a seminar sponsored by Mass. Union of Public Housing Tenants, where the Agency Plan requirements and methodology were presented in detail.

Seven meetings were held and the Five Year and Annual Plans were presented to the RAB and discussed at length. No significant changes were made to the template for submission.

The most time was spent on developing the following attachments to the Plan:

1. **Pet Policy** - The Fall River Housing Authority drafted a Pet Policy for discussion purposes. The FRHA and RAB analyzed the policy and the needs of our residents and management. The resulting policy included as attachment MA006m01.doc meets our local needs. The policy was developed based on the requirements of HUD regulations and tailored to meet the Fall River's specific needs. The policy was agreed to by both parties and will in the long run help our residents lead a more peaceful life.

2. **Rent Policies** -The FRHA has had Ceiling Rents in place since 1996(these were eliminated in 2000). These ceiling rents were calculated using the 95th percentile method. We also currently have a \$50 minimum rent.

Our revised rent policy as proposed to the RAB was to update the Flat Rents at all of our sites

This issue was discussed at length with the RAB and ultimately agreed upon.

The new Flat Rents rents represent our best determination as to the Fair Rents for these sites based on location, amenities, age, and physical condition. These Rents seem to be both fair and appropriate.

The Rent Policy also accounts for the statutory provision regarding families that qualify for the income exclusions in Section 11.2(h)(11) of our Admissions and Continued Occupancy Plan. This plan is attached to the Agency Plan for information purposes. Specifically, incremental earnings due to employment will be disregarded for 12 months and included at the 50% level for the next 12 months.

The Policy as adopted was agreed to by the FRHA and the RAB.

3. **Community Service Policy** – The FRHA discussed the Community Service and Economic Self Sufficiency requirements of the QHWRA of 1998. A draft policy was presented to the RAB and the resulting Policy attached as MA006n01.doc is the result. This policy implements the requirement and within HUD guidelines.

4. **Capital Improvement Needs**- The FRHA reviewed its needs analysis with the RAB, and it was agreed to continue with the items included in the current year. We also have opted to include the optional 5 Year Plan. This was also agreed upon by the RAB.

5. **Crime and Safety** -We discussed the issues of crime and safety and concentrated on our PHDEP. Our PHDEP currently has 5 components, as follows:

a. Law Enforcement	\$235,656
b. Prevention Recreation	92,364
c. Prevention Tutorial	31,141
d. Prevention Education	27,244
e. Intervention	26,884

\$413,289

After discussion, the FRHA and RAB agreed that our efforts as currently constituted should be continued as the best use of our PHDEP resources.

In summary, the FRHA consulted with the RAB on all aspects of the Agency Plan and the completed Plan was agreed to by the FRHA and the RAB. The final product is the result of much give and take by both parties and results in a Plan that will be both workable and fair.

We requested written comments from all members of the RAB and have not received any. This is not unexpected since the Plan is the result of negotiations and was agreed to by both parties.

PUBLIC HEARING

Matthew F. Burke, Chairman of the FRHA Board of Commissioners, brought the meeting to order and the hearing was conducted in an informal manner. The issues discussed are summarized below with any comments notated. Copies of all documents were provided to the attendees.

- 1) **PHDEP** – the work activities as proposed by the FRHA and agreed to by the RAB were presented in detail. No objections to the proposed expenditures were raised and the plan was supported as proposed.

- 2) **Capital Fund** – both the One and Five year plans were explained in detail. With emphasis on the individual work items proposed. One individual requested that we include renovation to the Laundry Facility at MA006005. We informed the resident that we include a work item for this work if not already included in prior capital fund programs. We subsequently found that a work item was included in last years Capital Fund submission and no new item is needed. The resident was appraised of this and was satisfied. The issue of the heating system in the same laundry facility was raised and will be repaired as an ordinary maintenance item.

Parking was raised as an issue during this portion of the meeting. Most of our elderly sites do not have sufficient parking for all residents. At the time the buildings were constructed the parking was barely adequate but the situation has become more acute since increasing numbers of our elderly population maintain automobiles. We stressed that we are open to suggestions but that there are no apparent viable alternatives. While not a part of the Public Hearing Process we informed the residents that we pursue the reallocation of parking spaces at O'Brien Apartment (MA006-005). We currently use some space for staff parking and will attempt to free up some of that space for the resident use. Finally the residents asked for new community room tables at

O'Brien Apartments. We agreed that they should be replaced and have started the process of purchasing 10 round tables for the Community Hall These will be an Operating Expenditure Item.

- 3) **Pet Policy** – The Pet Policy was discussed in detail. The attendee's had no objections and appeared in favor of the Policy.
- 4) **Community Service and Economic Self Sufficiency**– The policy was explained in detail and the attendees had no objections.
- 5) **Federal Lease** – We revised our Federal Lease in conjunction with the development of the Agency Plan. The Model Lease as agreed to between the Massachusetts Department of Housing and Community Development and the Mass Union of Public Housing Tenants was used as the basis for the lease. Several Changes were made in bargaining with the RAB including specific reference to One Strike Causes for Evictions, Violation of the Community Service requirements, Pet Policy and minor changes to some notice requirements and rent due dates. There was no objection to the new lease.
- 6) **Rent Policies** – We explained the current proposed rent policy that was agreed to last year. The only change as delineated to the attendees was the Flat Rents proposed for the Coming Year. Several residents asked for clarification and were ultimately pleased with the proposed rents even commenting that the new rents would affect them and ease there rent burden.
- 7) **Section 8 Programmatic Changes**– The decision to set the Payment Standard at 110% was presented. This item was agreed to during discussions with the RAB. We also explained the change in policy on the term of a Voucher in that we will now allow 120 days for the apartment search and routinely allow 60 day extensions. No discussion or objections ensued.

In summary the FRHA developed the Agency Plan in conjunction with the RAB and provided the public with an opportunity to discuss and comment at the Public Hearing

The result is an Agency Plan that is agreed to by all parties and with no unresolved issues. The Plan reflects a workable document and is theSum of the FRHA, RAB and public desires.

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Fall River Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Fall River Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Fall River Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Fall River Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Fall River Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Fall River Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Fall River Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Fall River Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or

advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Fall River Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Fall River Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

Generally the individual knows best what it is they need; however, the Fall River Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Fall River Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Fall River Housing Authority's programs and services, the Fall River Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Fall River Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Fall River Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Fall River Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Fall River Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

Portuguese, Spanish and Khmer

4.0 FAMILY OUTREACH

The Fall River Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Fall River Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Fall River Housing Authority will also try to utilize public service announcements.

The Fall River Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In each of its offices, the Fall River Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

85 Morgan Street, Fall River, MA 02721

Applications are taken to compile a waiting list. Due to the demand for housing in the Fall River Housing Authority jurisdiction, the Fall River Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Fall River Housing Authority will verify the information.

Applications may be made in person at the Main Office, 85 Morgan Street on Monday through Friday, between 9:00 a.m. and 3:30 p.m. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Fall River Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Fall River Housing Authority to make special arrangements. A

Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (508) 675-3539.

Upon receipt of the family's application, the Fall River Housing Authority will make a preliminary determination of eligibility. The Fall River Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Fall River Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant must report changes, in writing, in their applicant status including changes in family composition, income, or preference factors. The Fall River Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Fall River Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. **A family with or without children** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 58 years of age but below the age of 62;
 - b. Two or more persons, who are at least 58 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 58 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live in aides.
5. A remaining member of a tenant family.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income

must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Fall River Housing Authority.
5. If the Fall River Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Federal Public Housing Program.

C. Citizenship/Eligibility Status

- A. To be eligible each member of the family must be a citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
- B. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.5 for calculating rents under the noncitizen rule)

- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

- C. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.

2. The consent form must contain, at a minimum, the following:

- a. A provision authorizing HUD or the Fall River Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
- b. A provision authorizing HUD or the Fall River Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 SUITABILITY

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Fall River Housing Authority will look at past

conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Fall River Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.

B. The Fall River Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
3. History of disturbing neighbors or destruction of property;
4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. The Fall River Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Fall River Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law

enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Fall River Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 GROUND FOR DENIAL

The Fall River Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Have a demonstrated history of living or housekeeping habits adversely affecting the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving (1) physical violence against persons or property, or (2) drug related criminal activity as defined in the Glossary; or (3) other criminal activity that, if continued as a tenant in public housing, would adversely affect the health, safety, or wellbeing of other tenants or Housing Authority Staff;;
- G. Have a history of disturbing neighbors or destruction of property;

- H. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud as defined in the Glossary, bribery or other corruption in connection with any federal housing assistance program, including intentional misrepresentation of information related to their housing application or benefits there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Fall River Housing Authority will waive this requirement if:
 - 1. The person demonstrates to the Fall River Housing Authority's satisfaction that the person is no longer engaging in drugrelated criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
 - 3. Has otherwise been rehabilitated successfully; or is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened violence or engaged in a pattern of abusive behavior towards any Fall River Housing Authority staff or residents;
- N. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- O. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

In the event the Housing Authority receives unfavorable information with respect to a applicant, other than information with respect to subsections J,K,N and O, it shall give consideration to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct, such as (1) Evidence of rehabilitation; (2) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling programs.

8.5 *INFORMAL REVIEW*

- A. If the Fall River Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Fall River Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Fall River Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Fall River Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Fall River Housing Authority's decision. The Fall River Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Fall River Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LIST

9.1 *OPENING AND CLOSING THE WAITING LIST*

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

The waiting list will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Fall River Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be nearing the top of the waiting list, the family will be invited to an orientation meeting and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Fall River Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

9.4 PURGING THE WAITING LIST

The Fall River Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for

whom the Fall River Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Fall River Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or fails to attend a scheduled briefing/orientation.
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

9.6 MISSED APPOINTMENTS

The Fall River Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Fall River Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review of the Authority's decision to drop them from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Fall River Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Fall River Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Fall River Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The HA uses these Local Preferences, which are weighted highest to lowest in the following order, reflect priorities by need as well as local concerns, and require verification at the time of offer:

1. Residency preference for families who are residing in the City of Fall River, or have at least one adult member who works or has been hired to work, or is attending an educational or training program full-time in the City of Fall River, provided that no household member is currently living in subsidized or low income housing, or has lived in such assisted housing during the previous six months.

2. Working/Educational/Training preference for (a) families with at least one adult who is employed a minimum of 32 hours weekly and has been employed for at least three months, (b) families with at least one adult who is a full-time participant in an educational or training program designed to prepare the individual for the job market. Pursuant to 24CFR5.410(b)(1) this preference shall also be available to families in which the head and spouse or sole member, are age 62 or older or are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's ability to work.

3. A family who is suffering from Domestic Violence (including sexual abuse) by a spouse or other family member.

D. Families at or below 30% of the current income limits as published by HUD.

5. Emergency Cases - applicants displaced by Fire, Natural Disaster, or Government action, including applicants in units determined to be uninhabitable by competent local authority shall be housed as an emergency case. Applicants granted emergency status will be housed in the next available unit appropriate for the family size.

The current income limits at 30% are as follows;

Number of People	Income
1 person	\$10,900
2 people	\$12,450
3 people	\$14,000
4 people	\$15,550
5 people	\$16,800

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6 people	\$18,050
7 people	\$19,300
8 people	\$20,550

6. All other applicants

For every four families with a Residency preference who are offered assistance, the next highest ranked eligible family without a Residency preference shall be offered assistance. This means that only 80% of applicants will be selected from preference 1. We will then go to the next preference to select applicants to assure that only 80% of selections are from preference 1. We will continue to select from preference if there are no other applicants.

Families within preference 4 will be selected in such a manner that not less than 40% of all applicants selected for public housing fall within the income limits listed in this section.

The preference system incorporated in this section is intended to be simple in nature in that each preference is separate from any other. Each preference stands on its own and no benefit occurs from qualifying for multiple preferences.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled (Cardinal Medeiros Towers): Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. All such families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated as Elderly Only Housing: Cottell Heights, Mitchell Heights, Holmes Apartments, O'Brien Apartments, Oak Village and Oliveira Apartments have been approved by HUD as being designated for elderly only. In filling vacancies in this development, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near-elderly. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30 day notice.

Informal Review: *If the Fall River Housing Authority determines that an applicant does not meet the criteria for receiving a public housing preference, the Fall River Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Fall River Housing Authority will describe how to obtain the informal review.*

The informal review may be conducted by any person designated by the Fall River Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Fall River Housing Authority's decision. The Fall River Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

10.2 ASSIGNMENT OF BEDROOM SIZES

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one person families. Two adults will share a bedroom unless related by blood.

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

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will not share a bedroom.
- B. Children of the opposite sex, both under the age of four (4) will share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.
- F. (get from Marie Souza)

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines– A family may request a smaller unit size than the guidelines allow. The Fall River Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for one (1) or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines– A family may request a larger unit size than the guidelines allow. The Fall River Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger

unit applies. The family transferring will be given a 30-day notice before being required to move.

- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The Fall River Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is Fall River Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Fall River Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

10.5 DECONCENTRATION INCENTIVES

The Fall River Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the Fall River Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Fall River Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Fall River Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Fall River Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If in making the offer to the family the Fall River Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Fall River Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease the head or co-head will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Fall River Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

To determine annual income, the Fall River Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Fall River Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 INCOME

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straightline depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straightline depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lumpsum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
 - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
 - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - 3. If the amount of welfare assistance is reduced as a result of a generally applicable time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. 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 or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a

part-time basis, that enhances the quality of life in the development. 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;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.

- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
 - c. Families who are or were, within 6 months, assisted under a State TANF program.
- 11 A. Incremental earnings for the subsequent 12-month period will be included at 50% of the income.
- (While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;

14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program
 - f. Payments received under the Job Training Partnership Act
 - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
 - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
 - i. Amount of scholarships awarded under Title IV including Work Study
 - j. Payments received under the Older Americans Act of 1965
 - k. Payments from Agent Orange Settlement
 - l. Payments received under the Maine Indian Claims Act
 - m. The value of child care under the Child Care and Development Block Grant Act of 1990

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- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program

The Fall River Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
 - 1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;
 - 2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - 3. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Child care expenses.

12.0 VERIFICATION

The Fall River Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Fall River Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Fall River Housing Authority may accept documentation received from the applicant/tenant. Hand-carried documentation may be accepted if the Fall River Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Fall River Housing Authority may accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

The FRHA may also require that an applicant or resident execute IRS Form 4506-Request for Copy of A Tax Return where it has reason to believe that this is the most advantageous way to obtain the required income verification.

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Fall River Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts

or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Fall River Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Fall River Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Fall River Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Fall River Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number must provide verification of their Social Security number. New family members must provide this verification prior to being added to the lease. Children in assisted households must

provide this verification at the first regular reexamination.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Fall River Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Fall River Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent (does not currently pertain to Mass.).

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the flat rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The Fall River Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Fall River Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or longterm nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At

the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a longterm hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 THE FLAT RENT

The Fall River Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Fall River Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Fall River Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

If a resident fails to complete the recertification process, the Fall River Housing Authority will charge the resident the highest rent allowable for bedroom size.

13.5 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;

- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Fall River Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Fall River Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Fall River Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.6 PAYING RENT

Rent and other charges are due and payable on or by the seventh day of the month. All rents shall be paid via U.S. Postal Service to P.O. Box 2755. Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, LHA may charge Tenant interest at the rate of one percent (1%) per month (or the highest legally permissible interest rate, whichever is less) on the unpaid balance from the date the payment was due. If Tenant shows good cause for late payment to LHA and if LHA and Tenant enter a repayment agreement, LHA in its discretion may waive the interest charge. By charging interest for late payment of rent, LHA in no way excuses Tenant's breach of Tenant's obligation to pay rent, and LHA retains the rights to terminate the lease, to evict Tenant and Tenant's household, and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$10 for processing costs.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the

Social Security Act or under any other State welfare program, including the welfare-to-work program

- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 NOTIFICATION OF THE REQUIREMENT

The Fall River Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Fall River Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Fall River Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 4/1/2002. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 VOLUNTEER OPPORTUNITIES AND ECONOMIC SELF SUFFICIENCY

Community service includes performing 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.

An economic self sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The Fall River Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the Fall River Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after April 1, 2002 and each annual reexamination

thereafter, the Fall River Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Fall River Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Fall River Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Fall River Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls

behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Fall River Housing Authority shall take action to terminate the lease.

14.8 OPPORTUNITIES TO PERFORM THE SERVICE REQUIREMENTS

The Fall River Housing Authority in conjunction with the Resident Advisory Board has determined that the FRHA and our residents will best be served if we liberally define what constitutes Community Service and Economic Self Sufficiency activities. The following partial list of activities, are suggestions only and are not meant to be all inclusive. Any activity which benefits the residents' economic self sufficiency will be accepted and any activity that reasonable provides the FRHA developments or the general public with a needed service will also be accepted.

- A. GED Program
- B. High School completion
- C. ESL English as a Second Language Program
- D. Vocational School
- E. College Courses
- F. Participation in Foster Grandparent program
- G. Provide arts and crafts for elderly residents
- H. Provide arts and crafts for children
- I. Gardening around FRHA sites
- J. Volunteering with Food Kitchens or programs to help low income residents of Fall River
- K. Visit Nursing homes or Hospitals
- L. Run Errands for Elderly or Handicapped City residents
- M. Peer Leadership
- N. Red Cross
- O. Tutoring
- P. Volunteer participation in after school childcare program
- Q. Working with FR Joint Tenants to educate residents on their rights and organization, as well as passing out flyers and otherwise assisting the FRJTC in its mission
- R. Other activities as may from time to time be added by the FRHA or agreed to with the Resident Advisory Board

15.0 RECERTIFICATIONS

At least annually, the Fall River Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Fall River Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Fall River Housing Authority will determine whether family composition may require a transfer to a different bedroomsize unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Fall River Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Fall River Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Fall River Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Fall River Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Fall River Housing Authority representative, they may make the selection on the form and return the form to the Fall River Housing Authority. In such case, the Fall River Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Fall River Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent (does not currently pertain to Mass.).

The family will pay the greater of the total tenant payment or the minimum rent of \$50.00, but never more than the flat rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the expiration of lease, with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income, if on flat rent, or decreases in allowable expenses between annual reexaminations.

Families will not be required to report any increase in income under 10% if on formula method rent.

Families are required to report the following changes to the Fall River Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Fall River Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Fall River Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Fall River Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Fall River Housing Authority's deconcentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Fall River Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Fall River Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 16-1 A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category 16-1 C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit due within two (2) days of being informed the unit is ready to rent. The family will be allowed seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both apartments beyond the seven (7) period listed above. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the FRHA and the family rejects two offers without good cause, the FRHA will take action to terminate their tenancy.
- C. If the reason for the transfer is that the current unit is too small to meet the Fall

River Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.5 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Fall River Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Fall River Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.6 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Fall River Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.7 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Fall River Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Fall River Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Fall River Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

The manager of the development where the resident resides is responsible for determining whether the resident is eligible for transfer under this policy. Approved transfer requests will be forwarded to the Tenant Selection Department for processing and unit assignment.

16.8 RIGHT OF THE FALL RIVER HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of the Fall River Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Fall River Housing Authority file and a copy given to the family member. An authorized Fall River Housing Authority representative will inspect the premises at the time the resident

vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law.

17.1 MOVE-IN INSPECTIONS

The Fall River Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The Fall River Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Fall River Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Fall River Housing Authority.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Fall River Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, and housekeeping inspections the Fall River Housing Authority will give the tenant at least seven (2) days written notice. Special inspections and access for modernization will require two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Fall River Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the Fall River Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Fall River Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Fall River Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

The Fall River Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS IN FAMILY DEVELOPMENTS AND SENIOR BUILDINGS

The Fall River Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference, and in family developments.

18.3 APPLICATION FOR PET PERMIT

Prior to housing any pet on the premises the resident shall apply to the Authority for a pet permit which shall be accompanied by the following:

- a) A current license issued by the City of Fall River, if applicable; and
- b) Evidence that the pet has been spayed or neutered, as applicable; and
- c) Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable, and
- d) Evidence of payment of refundable \$0 pet deposit.

18.4 All residents with pets permitted to be kept shall comply with the following rules:

- a) Permitted pets are domesticated dogs, cats, birds, and fish aquariums. The weight of the dog or cat may not exceed Forty (40) pounds (adult size).
- b) Only one pet per household will be permitted. (fish & birds may be kept in higher numbers if they do not create a nuisance)
- c) Dogs and cats must be licensed yearly and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
- d) Vicious and/or intimidating dogs will not be allowed. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. The FRHA Grievance Panel shall be the final arbiter on this matter.
- e) All dogs and cats must be spayed or neutered, as applicable. A pet that is brought into the household before it has matured enough to be spayed or neutered shall be spayed or neutered when it reaches sufficient maturity.
- f) Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
- g) When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
- h) Birds must be confined to a cage at all times.

- i) Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
 - j) Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
 - k) Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building.
- 18.5 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 18.6 If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.
- 18.7 Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.
- 18.8 Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
- 18.9 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the Authority.
- 18.10 Should any pet housed in the Authority give birth to a litter, the resident shall remove from the premises all of said pets except one.
- 18.11 Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Authority issuing a pet registration permit.
- 18.12 Visitors are not allowed to bring pets and the residents shall not engage in "petsitting."
- 18.13 The privilege of maintaining a pet in a facility owned and/or operated by the Authority shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to

the Authority Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation.

- 18.14 Should a breach of the rules set forth above occur, the authority may also exercise any remedy granted it in accord with appropriate state and local law
- 18.15 Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the fall river housing authority reserves the right to exterminate and charge the resident.
- 18.16 The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.
- Repeated substantiated complaints by neighbors or Fall River Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.
- 18.17 The Fall River Housing Authority, or an appropriate community authority, may require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.
- 18.18 The pet owner shall be solely responsible for the actions of their pets including but limited to liability for bites.
- 18.19 Unless otherwise stated, All violations of this Pet Policy shall be subject to a hearing under the FRHA Grievance Procedure.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Fall River Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Fall River Housing Authority allow them to enter into a Repayment Agreement. The Fall River Housing Authority has the sole discretion of whether to accept such an agreement, and the length of time allowed for Repayment Agreement is at the sole discretion of the Authority. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by

both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

The housing authority will allow repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The Fall River Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Fall River Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Fall River Housing Authority;
- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Other good cause.

The Fall River Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 ABANDONEMENT

The Fall River Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit. The Fall River Housing Authority will seek possession of such abandoned unit through the appropriate court proceedings.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and recertification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four aspaid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a fulltime student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws [1937 Act]

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in 21 USC sec 802).

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person:A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.) (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Fraud: Intentional misrepresentation of a material fact with the intention that the object of the misrepresentation rely on the representation, resulting in detriment to the party misled.

Full-Time Student: A person who is carrying a subject load that is considered fulltime for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, livein aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and

- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24CFR 5.504(b))

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the

trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.

- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition

Person with Disabilities: A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that 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 has previously engaged with some regularity and over a substantial period of time."

B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income; or
 - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
 2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energyconservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: 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.(24 CFR 5.603)

Very Low-Income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller

and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

Appendix 1
AS of 12/07/2000
Fall River Housing Authority
Deconcentration Policy for Federal Family Developments

Pursuant to the requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA) the FRHA is hereby implementing a Deconcentration Plan to assure that families with children are not concentrated in our various federally aided family developments.

We have analyzed the income levels in the affected family developments and the following information summarizes the results.

Summary of Average Family Income Levels

Location	Average Family Income	Relationship To Average
All Federal Family Developments	9,996	
Sunset Hill	8,817	Below
Heritage Heights	7,912	Below
Diafario Village	11,028	Above
No. Roccliffe Apts	11,379	Above
Fordney Apartments	14,017	Above
Bennie Costa Plaza	12,855	Above
Riley Apartments	11,992	Above

In order to comply with the requirements of QHWRA we will adjust our Admissions and Continued Occupancy Plan to provide for the following actions:

We will recompute the Income levels as shown in the above table every three months.

We will first offer the apartments in Developments that are below the average income to eligible applicants, within each defined preference, that are above the average income. Offers will then be made to applicants that are below the average.

We will first offer the apartments in Developments that are above the average income to eligible applicants, within each defined preference, that are above the below the average income. Offers will then be made to applicants that are above the average.

Offers at Diafario Village will be made by waiting list rank only.

The net affect of this policy will be to assure that the poorest families are not concentrated at any development.

Appendix 2
FLAT RENTS AS OF 4/1/2001
BASED ON FAIR RENT

FAMILY DEVELOPMENTS

BEDROOMS	All Sites 95%ile	Sunset Hill	Heritage Heights	Diafario	Turnkeys
1BR	\$337	\$250	\$275	\$325	\$325
2BR	\$398	\$300	\$325	\$375	\$375
3BR	\$444	\$325	\$350	\$400	\$400
4BR	\$470	\$350	\$375	\$425	\$425
5BR	\$601	\$450	\$475	\$525	\$525

ELDERLY DEVELOPMENTS

BEDROOM CATEGORY	RENT
0BR	\$275
1Br	\$350
2BR	\$400

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Certificate and Voucher Programs, are described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority (HA) staff shall be in compliance with the HA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

The Agreement between North Shore Community Action Programs and the Fall River Housing Authority is hereby appended to this Administrative Plan and incorporated by reference.

A. LOCAL OBJECTIVES

The overall plan for the Section 8 Program is designed to achieve three major objectives:

1. To provide improved living conditions and decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
2. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.
3. To promote freedom of housing choice and spatial deconcentration of lower income and minority families.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The HA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Board of Commissioners of the agency and a copy provided to HUD.

C. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

It is the policy of the Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The HA shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, family status, handicap or disability.

To further its commitment to full compliance with applicable Civil Rights laws, the HA will provide Federal/State/local information to Certificate and Voucher holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Certificate and Voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HA's facilities are inaccessible to or unusable by persons with disabilities.

Posters and housing information are displayed in locations throughout the HA's office in such a manner as to be easily readable from a wheelchair.

D. SERVICE POLICY /ACCOMMODATIONS

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests will be verified so that the HA can properly accommodate the need presented by the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All HA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of a Request for Accommodation

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

The Housing Authority utilizes organizations which provide assistance for hearing and sight- impaired persons when needed.

A list of available accessible units will be maintained by the HA.

E. TRANSLATIONS OF DOCUMENTS

In determining whether it is feasible to translate documents into other languages, the HA will consider the following factors:

Number of applicants and participants who do not speak English and speak the other language.

Cost of translation into the other language per/client who speaks the language.

Evaluation of the need for translation by agencies that work with the nonEnglish speaking clients.

The availability of organizations to translate documents, letters and forms for nonEnglish speaking families.

Availability of bilingual staff to explain untranslated documents to clients.

F. FAMILY OUTREACH

The HA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the HA's waiting list is open, the HA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, the HA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The HA may also utilize public service announcements.

The HA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

G. OWNER OUTREACH [24 CFR 982.54(d)(5)]

The HA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The HA maintains a list of interested landlords & list of units available for the Section 8 Program and updates this list regularly. When listings from owners are received, they will be compiled by the HA staff by date of availability.

The Housing Authority will actively recruit suburban property owners and when available grant exception rents for accessible and suburban properties.

The staff of the HA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The HA periodically evaluates the distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

The HA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

H. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The HA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

In accordance with HUD requirements, the HA will furnish prospective owners with the family's current address as shown in the HA's records and, if known to the HA, the name and address of the landlord at the family's current and prior address.

The HA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only to be accessed by authorized staff. The staff person who is utilizing a file is responsible for its security. Files will never be left unattended or placed in common areas.

HA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

I. EQUAL EMPLOYMENT OPPORTUNITY

The HA practices affirmative action in hiring, promotion and conditions of employment. Position vacancies are advertised in agencies, media offering services to minority groups. The HA's recruitment practices will apply aggressive outreach to community-based racial and ethnic groups so that the composition and culture of the staff reflects the composition and culture of the community, to the extent possible. All HA job postings will display the affirmative action/equal employment opportunity logo and slogan prominently.

J. RULES AND REGULATIONS

This Administrative Plan is set forth to define the HA's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law.

K. JURISDICTION

The jurisdiction of the HA is the City of Fall River.

L. MONITORING PROGRAM PERFORMANCE

Reports will maintained for:

- Monitoring funding availability, to ensure the HA is at maximum leaseup but not over leased

- Tracking outstanding Certificates and Vouchers for expiration

- Timeliness of annual activities

- Numbers of failed inspections and abatements

- Claim payments made

- Number and reason for moves and terminations of assistance.

- Number of new certificates and vouchers issued

Repayment of amounts owed the HA

In order to ensure quality control, supervisory staff audit the following functions:

- 5% of reexaminations
- 100% of new applications
- 5% of the HQS inspections completed by each inspector
- 100% of claims processed

M. TERMINOLOGY

The Fall River Housing Authority is referred to as "HA" or "Housing Authority" throughout this document.

"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.

"Tenant" is used to refer to participants in terms of their relation to landlords. "Landlord" and "owner" are used interchangeably.

"Disability" is used where "handicap" was formerly used.

"New Rule" refers to the HUD Occupancy Regulation effective 10/2/95. "Old Rule" refers to the Regulations that were superseded on that date.

"Non citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 programs are also known as the Certificate and Voucher programs.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the HA.

"Failure to Provide" refers to all requirements in the first Family Obligation. See Chapter 15, "Denial or Termination of Assistance."

See Glossary for other terminology.

Chapter 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and the HA's criteria for admission and denial of admission to the program. The policy of this HA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The HA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the HA pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the HA.

The HUD eligibility criteria are:

An applicant must be a "family"

An applicant must be within the appropriate Income Limits

An applicant must furnish Social Security Numbers

An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

For the HA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for issuance of a Certificate or Voucher.

Eligibility factors will be verified prior to the family being offered Section 8 assistance.

A. FAMILY COMPOSITION [24 CFR 982.54(d)(4)(i)]

The applicant must qualify as a Family. A Family may be an eligible single person or a group of persons.

A group of persons consisting of one or more elderly or disabled persons living with one or more live-in aides is a family.

A "family" includes a family with a child or children.

Two or more persons sharing residency whose income and resources are available to meet the family's needs AND who are (a) either related by blood, marriage, or operation of law, or (b) who have evidenced a stable family relationship are considered a family.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members. The FRHA shall consider the facts of each individual situation in determining if an absence is temporary.

A single person may be:

An elderly person

A displaced person

A person with a disability

Any "other single" person who is not age 62 or older, disabled, displaced, or the remaining member of a tenant family. However, in no event may any single person be provided with a Certificate or Voucher of two bedrooms or more.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or coheads.

Live-In Attendants

A Family may include a live-in aide who:

Is determined to be essential to the care and well being of an elderly person, a near elderly person, or a person with disabilities, and

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the livein aide definition described above.

Family members of a live-in attendant may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the livein's family members does not overcrowd the unit.

A Live in Aide may only reside in the unit with the approval of the HA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is necessary for the care of the family member who is elderly, nearelderly (50-61) or disabled.

Verification must include the hours the care will be provided, as well as the services and time required by the family member from the live-in aide.

The HA has the right to disapprove a person selected by the family to serve as livein aide based on the "Other Criteria for Eligibility" described in this Chapter (Section E).

Split Households Prior to Certificate/Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HA will make the decision taking into consideration the following factors:

1. Which family member applied as head of household.
2. Which family unit retains the children or any disabled or elderly members.
3. Restrictions that were in place at the time the family applied.
4. Role of domestic violence in the split.
5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the HA.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit. Any split will result in application of the procedures listed above under "Split Households".

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents are on the Waiting List or Section 8 program and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the schoolage child as a dependent.

B. INCOME LIMITATIONS [24 CFR 813.106, 982.201 (b) (d), 982.54(d)(4)(ii)]

In order to be eligible for assistance, an applicant must be either:

A very low-income family; or

A low-income family in any of the following categories:

A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 60 days of certificate/voucher issuance. Programs include public housing, all Section 8 programs, all Section 23 programs.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a home ownership program under 24 CFR 248.173.

A low-income family displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

A low-income family residing in a HUD-owned multifamily rental housing project when the project is sold, foreclosed or demolished by HUD. (Certificate program only.)

To determine if the family is income-eligible, the HA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Single jurisdiction HA's: The applicable income limit to be used at initial issuance of a certificate or voucher is the income limit of the HA.

Multi jurisdictional HAs: The applicable income limit used for initial issuance of a certificate or voucher is the highest income limit with the HA's jurisdiction.

For admission to the program (initial lease-up), the family must be within the very low income limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the very low income limit for the jurisdiction of the receiving HA in which they want to live.

Participant families who exercise portability, and request or require a change in their form of assistance, must be within the low income limit of the receiving HA if they are to receive the alternate form of assistance.

C. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 750.10 (af)]

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR 812.5]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be prorated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the non citizen regulations are not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. OTHER CRITERIA FOR ADMISSION [24 CFR 982.552 (b)]

The HA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program. (Further clarification on causes for denial are outlined in Chapter 15 of this Plan.)

1. Certificate Program family's Total Tenant Payment, computed in accordance with the federal regulations, may not exceed the current Fair Market Rent as set by HUD for the family's certificate size in the area.
2. The Family must not have violated any family obligation during a previous participation in the Section 8 program.

When the HA denies assistance to an applicant with a disability, the applicant may request a review of the family obligation that was violated, if the violation was a result of the disability.

An exception may be granted at the discretion of the HA if the family member who violated the family obligation is not a current member of the household on the application, and the remaining family members were not responsible for or a party to the violation.

3. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
4. Family must not have violated the requirements under the family's Contract of Participation in the Family Self Sufficiency Program without good cause.
5. Family must have paid any outstanding debt owed the HA or another HA as a result of prior participation in any federal housing program.

No Repayment Agreement will be accepted.

At the time of initial application, the family must pay any such debts in full in order to be placed on the waiting list.

The HA reserves the right, in the case of extreme hardship, to offer or amend a Repayment Agreement in accordance with its procedures. Full documentation of the hardship will be required. In no case will the debt be forgiven.

6. No member of the family may have engaged in drug related or violent criminal activity. Activity may include arrests, convictions or other credible preponderance of evidence that such activity has occurred.

If either as a result of the standardized inquiry or the receipt of a verifiable referral, there is indication that the family or any family member has engaged in drug-related criminal activity or violent criminal activity, the HA may conduct closer inquiry to determine whether the family should be denied admission.

The HA will check criminal history for all applicants/adults in the household to determine whether any member of the family has engaged in violent or drugrelated criminal activity.

Verification of any past activity will be done at final eligibility and may include a check of conviction records.

7. No family member may have engaged in serious or repeated lease violations while a resident of public housing.

8. No family member may have engaged in or threatened abusive or violent behavior toward HA personnel.

9. Families must not supply false, inaccurate or incomplete information on any application for federal housing programs, including public housing and Section 8 Existing.

F. SUITABILITY OF FAMILY [24 CFR 982.202 (b) (1)]

The HA may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

The HA will advise families how to file a complaint if they have been discriminated against by an owner. The HA will advise the family to make a Fair Housing complaint. The HA could also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between final eligibility determination and executed Contract date will affect eligibility and/or level of benefits for the Section 8 Programs. Consequently, families are required to report changes in family circumstances within five business days to the HA. If an applicant family is no longer eligible, they will be notified of the ineligible status in writing, and an informal review will be offered consistent with procedures outlined in this plan.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non citizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

HOUSING AUTHORITY DISCRETION

The HA at all times shall reserve the right to exercise its judgment regarding denial of assistance on a case by case basis for any of the listed circumstances described in this Chapter. The HA may also opt to enter into a probationary agreement with an applicant family or participant if it is felt to be in the best interest of the HA.

Chapter 3

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the HA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the HA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. HOW TO APPLY

Families who wish to apply for any of the HA's programs must complete a written application form when application taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Applications will be mailed to interested families upon request in exceptional cases. Handicapped/disabled individuals will be included in this category.

The HA will accept as written verification of an applicant's disability the following items;

1. Documents showing that the applicant is currently receiving Supplemental Security Income (SSI) for a disability.
2. Documents showing that the applicant is currently receiving Social Security Disability Income (SSDI)
3. Documents showing that the applicant is currently receiving Emergency Aid to Elderly Disabled and Children (EAEDC).
4. Other form of payment based on disability.
5. Verification of disability by a third party professional (doctor, therapist or case worker). This verification will require only a Yes or No as to whether the applicant is disabled.

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility" (referred as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the HA ensures that verification of all HUD and HA eligibility factors is current in order to determine the family's eligibility for the issuance of a certificate or voucher.

The waiting list will remain open for a minimum of 2 days. Applications requested during this 2 day period must be returned to the HA within 2 weeks of the application opening.

B. OPENING/CLOSING OF APPLICATION TAKING

The HA will utilize the following procedures for opening the waiting list:

When the HA opens the waiting list, the HA may advertise through public notice in the Fall River Herald News, New Bedford Standard Times, O'Journal, and other local service organizations, disability organizations, local radio, and local TV with closed captions advertisements if available at said TV station.

The notice will contain:

The dates, times, and the locations where families may apply.

The programs for which applications will be taken.

A brief description of the program.

A statement that public housing residents must submit a separate application if they want to apply for Section 8.

Limitations, if any, on who may apply.

These notices will be completed at least one week prior to the reopening of applications.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time may be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

When Application Taking Is Suspended

Suspension of application taking is announced in the same way as opening the waiting list and may be accomplished by announcing the time periods when application taking is opened. That is we will announce the time period during which applications will be accepted.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. The HA will give at least three days notice prior to closing the list. When the period for accepting applications is over, the HA will add the new applicants to the list by separating the new applicants into groups based on preferences and ranking applicants within each group via a random selection process.

The random selection process will be administered as follows;

The name and social security number of every applicant who has returned a Section 8 application will be placed on an index card.

The index cards will be placed in a "bingo type" rotating barrel by priority/preference. Each preference category will have its own random selection lottery resulting in a waiting list for that priority/preference.

The lottery will continue for each priority/preference until all priority/preference lists are completed.

A final lottery will be held for applicants without any priority/preference.

The president of the Fall River Housing Authority Joint Tenants Council or his/her designee will randomly select the index cards from the rotating "bingo type" barrel. Once selected the index cards will immediately be sequentially numbered to indicate the place on the waiting list within priority/preference categories.

The index cards will then be handed to a secretary to record the waiting list and then the Coordinator of Tenant Selection and the Assistant Executive Director for Finance to confirm the selection.

After this random process the names will be entered into our Computer system in the order as determined by this random selection process.

When new applicants are added to the waiting list we will perform the random drawing as detailed above. Those added via this method will be placed on the waiting list after those remaining on the list. That is those already on the list will not lose their position.

Limits on Who May Apply

When the waiting list is open any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete an application.

C. "INITIAL" APPLICATION PROCEDURES

The HA will utilize a preliminary-application form (pre-application). The information is to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format. Translations will be provided for non-English speaking applicants by staff.

The purpose of the pre-application is to permit the HA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application may contain questions designed to obtain the following information:

Names and age of all members

Gender and relationship of all members

Street Address and phone numbers

Mailing Address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding Disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Citizenship/eligible immigration status

Arrests/Convictions for Drug Related or Violent Criminal Activity

Request for Specific Accommodation needed to fully utilize program and services

Previous address

Current and previous landlords' names and addresses

Program integrity questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted. Ineligible families will not be placed on the waiting list.

Pre-applications will not require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the HA in writing within 10 business days of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the HA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, "Complaints and Appeals"

D. NOTIFICATION OF APPLICANT STATUS

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing, in an accessible format upon request as a reasonable accommodation. The notice will contain the approximate date that assistance may be offered, and will further explain that the estimated date is subject to factors such as turnover and additional funding.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail

If the family is determined to be ineligible based on the information provided in the pre application, the HA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their preference determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the HA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

A pool of completed eligible applicant files may be maintained to minimize delays in admissions when funding becomes available. However, families are still offered certificates or vouchers in the waiting list sequence.

F. COMPLETION OF A FULL APPLICATION

All Preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list, and prior to completing the full application

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

After the preference is verified, when the HA is ready to select applicants, applicants will be required to complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by HA staff to review the information on the full application form.

The applicant will sign and certify that all information is complete and accurate.

The full application may be mailed as an accommodation to a person with a disability in advance to complete when the applicant attends the interview.

Requirement to Attend Interview

The HA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HA services or programs which may be available.

All adult family members and emancipated minors must attend the interview appointment and certify by signature that all of the information is complete and accurate.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two scheduled meetings, the HA will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than 2 days from the original appointment date. The request must be made to the staff person who scheduled the appointment or her/his supervisor if the person is not available.

Reasonable accommodation may be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19, "Complaints and Appeals.")

All adult members and emancipated minors must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by the HA, the declarations and consents related to citizenship/immigration status and any other documents required by the HA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the HA.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, criminal history, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than 60 days old at the time of certificate/voucher issuance.

If the HA determines at or after the interview that additional information or document(s) are needed, the HA will request the document(s) or information in writing. The family will be given 10 calendar days to supply the information.

If the information is not supplied in this time period, the HA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the HA, and the current eligibility criteria in effect. If the family is determined to be eligible, the HA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a certificate or voucher and the family's orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

It is the HA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely.

By maintaining an accurate waiting list, the HA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. APPLICATION POOL

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.
2. Applications equal in preference will be maintained by random selection process as described on page 3-2.
3. All applicants must meet "Very Low Income" eligibility requirements as established by HUD. Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

B. WAITING LIST PREFERENCES

The HA will apply a system of preferences. All applications will be ordered by highest to lowest preference status, with applications assigned only the highest preference for which they appear to qualify. Among applicants with equal preference status, the waiting list will be organized by random selection process described on page 32.

An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past three years because of drug-related criminal activity.

The HA may grant an exception to such a family if the responsible member has successfully completed a rehabilitation program.

Types of Applicants With Preference Over "Other Singles":

Elderly, disabled and involuntarily displaced singles will be given a selection priority over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with the random selection process described in this plan, but cannot be selected for assistance before any elderly, disabled or involuntarily displaced single regardless of any preferences.

C. LOCAL PREFERENCES

The HA uses these Local Preferences, which are weighted highest to lowest in the following order, reflect priorities by need as well as local concerns, and require verification at the time of offer:

1) Resident of the City of Fall River paying forty percent (40%) or more of their income for rent.

2. Residency preference for families who are residing in the City of Fall River, or have at least one adult member who works or has been hired to work, or is attending an educational or training program full-time in the jurisdiction of the HA, provided that no household member is currently living in subsidized or low income housing, or has lived in such assisted housing during the previous six months. No applicant living in a Federally subsidized Public Housing Project will be denied this preference

3. Working/Educational/Training preference for (a) families with at least one adult who is employed a minimum of 32 hours weekly and has been employed for at least three months, b) families with at least one adult who is a full-time participant in an educational or training program designed to prepare the individual for the job market. Pursuant to 24CFR5.410(b)(1) this preference shall also be available to families in which the head and spouse or sole member, are age 62 or older or are receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's ability to work.

4. A family who is suffering from Domestic Violence (including sexual abuse) by a spouse or other family member.

5. Disabled/handicapped families under the age of 62. (the HA will select 15% of those receiving assistance from this category. This 15% includes those disabled/handicapped families under the age of 62 that are selected under preference 2)

6. Families at or below 30% of the current income limits as published by HUD.

The current income limits at 30% are as follows;

Number of People	Effective 7/1/00
1 person	\$10,900
2 people	\$12,450
3 people	\$14,000
4 people	\$15,500
5 people	\$16,800
6 people	\$18,050
7 people	\$19,300
8 people	\$20,550

For every three families with a Residency preference who are offered assistance, the next highest ranked eligible family without a Residency preference shall be offered assistance.

Families within preference 6 will be selected in such a manner that not less than 75% of selected applicants fall within this category.

D. EXCEPTIONS FOR SPECIAL ADMISSIONS

If HUD awards an HA program funding that is targeted for specifically named families, the HA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non federal preference admissions. The HA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;
2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
5. A non-purchasing family residing in a HOPE 2 project.

E. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

The HA has no "Targeted" Programs at present.

F. PREFERENCE ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the HA in writing when their circumstances change, including any change of address.

Cross-Listing of Public Housing and Section 8

The HA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the HA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the HA must offer to place the family on the public housing waiting list.

G. ORDER OF SELECTION

The order of selection is based on random selection method described on Page 32.

It is a HUD requirement that elderly and disabled families and displaced singles will always be selected before other singles.

H. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the HA will obtain necessary verifications of preference at the interview and by third party verification.

I. PREFERENCE DENIAL

If the HA denies a preference, the HA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for a review. If the preference denial is upheld as a result of the review, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

J. REMOVAL FROM WAITING LIST AND PURGING

If an applicant fails to respond to a mailing from the HA within the time frame indicated, they will be removed from the waiting list. An extension may be considered an accommodation if requested in advance by a person with a disability. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless family/health/work emergency is verified by the HA.

The waiting list will be purged by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

Chapter 5

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that HA's establish subsidy standards for the determination of Certificate and Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Certificate or Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the certificate/voucher size for various sized families when they are selected from the waiting list, as well as the HA's procedures when a family's size changes, or a family selects a unit size that is different from the Certificate or Voucher.

A. DETERMINING CERTIFICATE/VOUCHER SIZE

The HA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Certificate or Voucher. The HA's subsidy standards for determining certificate/voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older, or an emancipated minor.

All standards in this section relate to the number of bedrooms on the Certificate or Voucher, not the family's actual living arrangements.

The unit size on the Certificate or Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the HA assigns one bedroom to two people within the following guidelines:

Persons of different generations, unrelated adults and persons of the opposite sex (other than adults who have a spousal-type relationship, and children under two years of age) should be allocated a separate bedroom.

Applicants/participants may be determined to be active foster care parents and eligible for one additional bedroom over and above HA policy guidelines if they have a valid foster care license and if it is determined and verified that current or proposed placement will be of at least a six month duration.

Space may be provided for a child who is temporarily absent by being away at school but who resides with the family during school recesses.

Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Single person families shall be allocated one bedroom.

Unborn children of a single pregnant woman with no other children will be included in the size of the household.

GUIDELINES FOR DETERMINING CERTIFICATE/VOUCHER SIZE

Certificate/Voucher Size	Persons in Household Minimum #	Persons in Household Maximum #
0 Bedrooms	1	1
1 Bedrooms	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. CHANGES IN CERTIFICATE/VOUCHER SIZE

Changes for Applicants

The certificate/voucher size is determined prior to the briefing by comparing the family composition to the HA subsidy standards. If an applicant requires a change in the certificate/voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standards for Applicants

The family may request a larger sized certificate or voucher than indicated by the HA's subsidy standards. Such request must be made in writing within 10 calendar days of the HA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

The HA will not issue a larger certificate or voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

HA shall grant exceptions from the standards if the family requests and the HA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

Persons who cannot occupy a bedroom because of a verified medical or health reason.

Elderly persons or persons with disabilities who may require a live-in attendant.

Requests based on health-related reasons must be verified by a medical professional.

If the HA errs in the bedroom size designation, the family will be issued a Certificate or Voucher of the appropriate size.

Changes for Participants

The members of the family residing in the unit must be approved by the HA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court awarded custody, in which case the family must inform the HA within 5 business days.

Requests for Exception to Subsidy Standards for Participants

The HA may grant an exception upon request as an accommodation for persons with disabilities.

When a change in family composition requires the issuance of another size Certificate or Voucher, and funds are not available for the program in which the family is assisted, the family may be issued the other form of assistance if funds are available.

The HA will not issue a larger size Certificate or Voucher due to additions to the family other than by birth, adoption, marriage, or court-awarded custody.

Under housed and Over housed Families

If a unit does not meet HQS space standards due to an increase in family size, the HA will issue a new certificate or voucher and assist the family in locating a suitable unit.

Certificate Families Only:

If a certificate family is occupying a unit in which has more bedrooms than allocated under the HA's subsidy standards, and the gross rent exceeds the FMR/Exception rent for the family size under the HA's subsidy standards, the HA will issue the family a new certificate and assist the family in finding a suitable unit.

Certificate families who are under-occupying a unit as defined above will be given a minimum of sixty days before assistance is terminated.

The HA will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is under housed in an accessible unit.

If a family requires the additional bedroom because of a health problem which has been verified by the HA.

The HA and family have been unable to locate a unit within 60 calendar days.

Transfer Waiting List

When a change in family composition requires the issuance of another size Certificate or Voucher, and funds are not available for the type of assistance the family has, the family may be transferred to the other form of assistance, providing funds are available in that form.

Families will be selected from the Transfer List before families are selected from the applicant waiting list. This assures that families who are already on the program are in the appropriate sized units.

Families will be selected from this list when there is available funding, in the following sequence:

1. A participant family whose family composition has been approved by the HA who requires a change in Certificate or Voucher size because they are living in a unit which is overcrowded according to Housing Quality Standards.
2. All others who require a transfer as determined by the HA.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Certificate or Voucher. There are three criteria to consider:

1. Rent Limitation: For the Certificate Program, the HA must always apply the FMR for the Certificate size or the unit size selected by the family, whichever is less.

For the Voucher Program, the HA uses the Payment Standard for the Voucher size or the unit size selected by the family, whichever is less.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, when a family selects a unit that has fewer bedrooms than authorized on the certificate.

3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Bedroom Size	Maximum # of Persons in Household
0 Bedrooms	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 813 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The HA's policies in this Chapter address those areas which allow the HA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES

Income: The types of money which are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income is defined as the Annual income minus any HUD allowable deductions. HUD has five allowable deductions from Annual Income:

1. Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are fulltime students or who are disabled.
2. "Elderly" allowance: \$400 for families whose head or spouse is 62 or over or disabled.
3. Allowable medical expenses for all family members are deducted for "elderly" families.
4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work or attend school.
5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

"Minimum Rent" and Minimum Family Contribution.

"Minimum rent" in the certificate program is \$50. Minimum rent includes the combined amount (TTP) a family pays towards rent and/or utilities.

Minimum family contribution in the voucher program is \$50.

The Fall River Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Fall River Housing Authority will immediately suspend the minimum rent for the

family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a longterm hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The HA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the HA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the household to report changes in family composition. The HA will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the HA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the HA before they move out of a unit and to give the HA information about any family absence from the unit.

Families must notify the HA if they are going to be absent from the unit for more than 14 consecutive days.

If the family fails to notify the HA of an absence of longer than 14 consecutive days, or if the entire family is absent from the unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated. The HA at all times shall reserve the right to exercise its judgment regarding extensions on family absence from the unit on a case-by-case basis. However, HUD regulations require the HA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit, and the unit has not been vacated. In order to determine if the family is absent from the unit, the HA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview the landlord
- Interview neighbors
- Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the HA can verify that the person was unable to notify the HA in accordance with the family's responsibilities, and if funding is available, the HA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if he/she is away from the unit for 6 consecutive months except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will

be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than 180 consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for 6 consecutive months .

The HA will determine if the reason for any family member's incarceration is for drug-related or violent criminal activity and will pursue termination of assistance for the family if deemed appropriate.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the children, the Certificate/Voucher size will be reduced. If children are removed from the home permanently, the certificate or voucher size will be reduced in accordance with the HA's subsidy standards.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the HA will treat that adult as a visitor for up to the first 180 days.

If during or by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Certificate or Voucher will then be transferred to the caretaker.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the HA will secure verification from social services staff or the attorney as to the status.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the HA will review the status at 90 day intervals.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made or up to 9 months total.

The HA will transfer the certificate or voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than 9 months and it is reasonable to expect that custody will be granted.

When the HA approves a person to reside in the unit as caretaker for the children, any income of this person will be counted pending a final disposition. The HA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

If an adult family member leaves the household for any reason, the family must report the change in family composition to the HA within 30 days.

The family will be required to notify the HA in writing within 30 days when family member leaves the household for any reason or moves out. The notice must contain a certification by the family as to whether the member is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

Time extension may be granted as an accommodation upon request by a person with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Students

Full time students who attend school away from the home and live with the family during school recess will be considered temporarily absent from the household.

Visitors

The Authority may consider the following factors in determining whether a person is a visitor or resident in the apartment.

Any person not included on the HUD 50058 who is determined to be living in the unit will be considered an unauthorized household member. A family has the right to have temporary guests, subject to the family's responsible behavior while on the leased premises. A person who occupies the premises for more than three consecutive weeks will be presumed to be an unauthorized household member and the burden of proof that that person is a visitor will rest with the family. A short break in the person's occupancy will not be reason to restart the 3 week period. e.g. a person may not move out for 1 night and restart the 3 week period.

If it comes to the HA's attention that a person claims a family, through a newspaper article or otherwise, that a person claims a family's address as his(her) own, the HA may make further inquiries as to whether the person is an unauthorized resident, but there will be no presumption that the person is an unauthorized resident, and the fact that the non-household member used the address shall not, in and of itself, constitute a basis for concluding that the person is an unauthorized resident.

In determining whether a person is a visitor or an unauthorized resident, the HA shall consider pertinent facts including but not limited to the following:

Any credible evidence that the person has another address, such as rent receipts, statements from landlords, delivered mail, and utility bills. Voter registration and motor vehicle registration may be considered but are not as reliable as those items in the previous sentence.

Any credible evidence that the family's address is used for mailing purposes only.

Any credible statements by the family, the person whose status is at issue, the family's landlord, and/or the family's neighbors concerning the frequency, duration, and circumstances of the person's presence at the leased premises.

In a joint custody arrangement, a minor child who spends less than half of the year (183 calendar days) in the family's household will not be considered a family member for purposes of rent calculation, but will be considered an eligible visitor.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual may be considered an unauthorized member of the family and the HA may terminate assistance since prior approval was not requested for the addition.

Reporting Additions to Owner and HA

Reporting changes in household composition to the HA is both a HUD and an HA requirement.

The family obligations require the family to receive advance HA approval to add any other family member as an occupant of the unit. The HA will conduct an application appointment which the head of household and any adult family members who are seeking to be added must attend. The HA shall notify the family of its determination in writing. No persons should move in until approval from the HA has been received. If the family does not obtain prior written approval from the HA, any person the family has permitted to move in will be considered an unauthorized household member.

Families are required to report any additions to the household resulting from the birth, adoption or court-awarded custody of a child in writing to the HA within 30 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Reporting Absences to the HA

Reporting changes in household composition is both a HUD and an HA requirement.

If a family member leaves the household, the family must report this change to the HA, in writing, within 30 days of the change and certify as to whether the member is temporarily absent or permanently absent. When available to do so, an adult family member who is leaving the household should remove him/herself in writing from the lease and Section 8 participating family.

The HA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

C. AVERAGING INCOME

When Annual Income cannot be anticipated for a full twelve months, the HA may annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year may be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

D. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income may be required to attend an interim reexamination periodically, up to once per month, at HA discretion.

E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the HA will calculate the Total Tenant Payment.

Exclude the income and deductions of the member if his/her income goes directly to the facility.

OR

Include the income and deductions of the member if his/her income goes directly to a family member.

F. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every 3 months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, "Verification Procedures," for further definition.)

If the family's expenses exceed its known income, the HA will question the family about contributions and gifts.

G. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the HA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The HA will accept as verification that the family is receiving an amount less than the award if:

The HA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

H. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including lump sum payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt the HA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

Retroactive Calculation Methodology

1. The HA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

2. The HA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HA.

The family has the choice of paying this "retroactive" amount to the HA in a lump sum.

At the HA's option, the HA may enter into a Payment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

I. CONTRIBUTIONS TO RETIREMENT FUNDS- ASSETS

Contributions to company retirement/pension funds are handled as follows:

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

J. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The HA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The HA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The HA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5000. If the total value of assets disposed of within a one-year period is less than \$5000, they will not be considered an asset.

K. CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

In the case of a child attending school, only care during non-school hours can be counted as child care expenses.

Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for child care expenses is based on the following guidelines:

Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.

Child care for school: The number of hours claimed for child care may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense: The HA will determine local average costs as a guideline. If the hourly rate materially exceeds the guideline, the HA may calculate the allowance using the guideline.

L. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

The HA will allow as medical expense the actual out-of-pocket amounts which are owed and anticipated to be paid by the family during the reexamination period. Expenses from the previous year may be analyzed to determine the amount to anticipate when other verification is not available.

Nonprescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will be considered allowable medical expenses.

M. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

N. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or AFDC, are reduced through no fault of the family, the HA will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the HA will use the gross amount of the benefit.

O. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for both Certificates and Vouchers.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The HA will review the Utility Allowance Schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families along with their Certificate or Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the HA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a 12 month period. Where a landlord provides the range and refrigerator the tenant will not be entitled to an allowance if they select to use their own.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the HA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the tenant.

Chapter 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the HA. Applicants and program participants must furnish proof of their statements whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This Chapter explains the HA's procedures and standards for verification of preferences, income, asset, allowable deductions, family status, and when there are changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The HA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

The HA will allow two weeks for return of third-party verifications and two weeks to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than 60 days old at the time of Certificate/Voucher issuance. For participants, they are valid for 120 days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Thirdparty written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

The HA will not accept verifications delivered by the family except computerized printouts from the following agencies:

- * Social Security Administration
- * Veterans Administration
- * Welfare Assistance
- * Unemployment Compensation Board
- * City or County Courts
- * Child Support Enforcement Agencies

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third party oral verification is used, staff will be required to document the oral verification in the family's file. If oral third

party verification is not available, the HA will compare the information to any documents provided by the Family. If provided by telephone, the HA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the HA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

* The HA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- * Printed wage stubs
- * Computer print-outs from the employer
- * Signed letters (provided that the information is confirmed by phone)
- * Other documents noted in this Chapter as acceptable verification

The HA will accept faxed documents.

The HA will not accept photo copies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the HA will utilize the third party verification.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the form HUD-9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the HA or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are age 18 or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Child care expense where it allows an adult family member to be employed or to further his/her education.

Total medical expenses of all family member in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult family member to be employed.

Identity

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 6 years of age or older.

"Preference" status, based upon Local preferences.

"Displacement" status of single applicants who are involuntarily displaced through no fault of their own.

Familial/Marital status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the methods the HA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

Dates of employment

Amount and frequency of pay

Date of the last pay increase

Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

Year-to-date earnings

Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.
2. Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to-date earnings.
3. W-2 forms plus income tax return forms.
4. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, the HA will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.
4. Bank statements for direct deposits.

Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer printouts from unemployment office stating payment dates and amounts.
3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

1. HA verification form completed by payment provider.
2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
3. Computer-generated Notice of Action.

Alimony or Child Support Payments

Acceptable methods of verification include, in this order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. Computerized official printout of payments made if through a state agency.
3. A (notarized) letter from the person paying the support.
4. Copy of latest check and/or payment stubs from Court Trustee. HA must record the date, amount, and number of the check.
5. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

6. If payments are irregular, the family must provide:

A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

A welfare notice of action showing amounts received by the welfare agency for child support.

A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, the HA will view IRS and financial documents from prior years and use this information to anticipate the income and expenses for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:
 - Schedule C (Small Business)
 - Schedule E (Rental Property Income)
 - Schedule F (Farm Income)
2. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straightline depreciation rules.
3. Audited or unaudited financial statement(s) of the business.
4. Third party verification forms for each customer/contract indicating the amounts of income received in a specified time period.

Expenses for rent and utilities will not be allowed for operations or businesses based in the subsidized unit, as these expenses are a required family contribution in the Section 8 program and are calculated based upon the family's income.

Child Care Business

If an applicant/participant is operating a licensed day care business, income and expenses will be verified as with any other business.

If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), the HA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If child care services were terminated, a third-party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, AFDC, SSI, etc. are not being received by the household.

The HA will request information from the State Employment Development Department.

The HA may check records of other departments in the jurisdiction that have information about income sources of customers.

Full-Time Student Status

Only the first \$480 of the earned income of full time students (including those who are temporarily absent), other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income. Verification of full time student status includes:

1. Written verification from the registrar's office or other school official.
2. School records indicating enrollment for sufficient number of credits to be considered a fulltime student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or HA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that the HA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

G. VERIFICATION OF ASSETS

Family Assets

The HA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

1. Verification forms, letters, or documents from a financial institution or broker.
2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
3. Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
4. Real estate tax statements if the approximate current market value can be deduced from assessment.
5. Financial statements for business assets.
6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.

7. Appraisals of personal property held as an investment.

Assets Disposed of for Less than Fair Market Value (FMV) during two years preceding effective date of certification or recertification:

1. For all Certifications and Recertifications, the HA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, he/she must provide a statement of the amount they are charging the family for their services and whether any of the amounts owed have been or will be paid by sources outside the family.
2. Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. Written confirmation from the Social Security Administration's written of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
4. For attendant care:
 - a. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. HA may use this approach for "general medical expenses" such as non prescription drugs and regular visits to doctors or dentists, but not for onetime, nonrecurring expenses from the previous year.

8. The HA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

1. In All Cases:

(a) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

(b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

(a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

(b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

(a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

(b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

The following verifications may be required if applicable:

- * Verification of relationship:
 - * Official identification showing names
 - * Birth Certificates
 - * Baptismal certificates
- * Verification of guardianship:
 - * Court-ordered assignment
 - * Verification from social services agency
 - * School records
 - * Affidavit of parent
- * Evidence of a stable family relationship:
 - * Joint bank accounts or other shared financial transactions
 - * Leases or other evidence of prior cohabitation
 - * Credit reports showing relationship

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA may require one or more of the following as verification:

1. Husband or wife institutes divorce action.
2. Husband or wife institutes legal separation.
3. Order of protection/restraining order obtained by one family member against another.
4. Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
6. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.
7. A notarized statement by the adult member of the household removing him/herself from the lease and Section 8 household and providing a forwarding address and effective date of the move.

Verification of Change in Family Composition

The HA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the HA hearing is pending.

- (a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.
- (b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.
- (c) Noncitizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The HA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the HA must request within ten days that the INS conduct a manual search.

(d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

(e) Noncitizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of portin families, if the initial HA does not supply the documents, the HA must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The HA will generally allow up to 30 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

Resident Alien Card (I-551)

Alien Registration Receipt Card (I-151)

Arrival-Departure Record (I-94)

Temporary Resident Card (I-688)

Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

Chapter 8

CERTIFICATE/VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The HA's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the HA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, HA procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF CERTIFICATES/VOUCHERS [24 CFR 982.204 (d), 982.54 (d)(2)]

When funding is available, the HA will issue Certificates and Vouchers to applicants whose eligibility has been determined. The issuance of Certificates and Vouchers must be within the dollar limitations set by the ACC budget.

The number of Certificates and Vouchers issued must ensure that the HA stays as close as possible to 100% leaseup. The HA performs a calculation to determine whether applications can be processed, the number of Certificates and Vouchers that can be issued, and to what extent the HA can overissue.

The HA may over-issue Certificates or Vouchers only to the extent necessary to meet leasing goals. All Certificates and Vouchers which are over-issued must be honored. If the HA finds it is over-leased, it must adjust future issuance of Certificates or Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups or individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to the Section 8 Housing Specialist or Program Director.

Briefings for the Certificate Program and the Voucher Program will be held separately. Briefings will be conducted in English.

The purpose of the briefing is to explain the documents in the Certificate/Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The HA will not issue a Certificate or Voucher to a family unless the household representative has attended a briefing and signed the Certificate or Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend scheduled briefings, without prior notification and approval of the HA, may be denied admission based on failure to supply information needed for certification. The HA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets for both the Certificate and Voucher programs will comply with all HUD requirements. The HA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

1. The term of the certificate or voucher, and the HA policy for requesting extensions to the term of the certificate or voucher or suspensions of the certificate/voucher.
2. A description of the method used to calculate the assistance payment, information on Fair Market Rents (certificate program), payment standards (voucher program), and utility allowances.
3. How the maximum allowable rent is determined, including the rent reasonableness standard.
4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.
5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.
6. The HA Standard Lease and HUD lease addendum.
7. The Request for Lease Approval form, landlord certification, and a description of the procedure for requesting approval for a unit.
8. The HA policy on providing information about families to prospective owners.
9. The Subsidy Standards, when and how exceptions are made and how the certificate or voucher size relates to the unit size selected.
10. The HUD brochure, "A Good Place to Live" on how to select a unit that complies with HQS.
11. The HUD brochure on lead-based paint and information about where blood level testing is available.
12. Information on Federal, State and local equal opportunity laws including the pamphlet "Fair Housing: It's Your Right" and the form for reporting suspected discrimination.
13. A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the size certificate or voucher issued.
14. If the family includes a person with disabilities, notice that the HA will provide a list of available accessible units known to the HA.
15. The Family Obligations under the program.
16. The grounds for termination of assistance because of family action or failure to act.

17. When the HA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.

Other Information to be Provided at the Briefing

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the HA, and the HA and the owner.

The briefing presentation emphasizes:

- Family and owner responsibilities

- Where a family may lease a unit inside and outside its jurisdiction

- How portability works for families eligible to exercise portability

- Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the HA's jurisdiction

- The Family Self Sufficiency program and its advantages.

If the family includes a person with disabilities, the HA will ensure compliance with CFR 8.6 to ensure effective communication.

Owner Briefing

* Briefings are held for owners as deemed necessary. All owners receive a mailed invitation. Prospective owners are also welcome. The purpose of the briefing is to assure successful owner participation in the program.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in nonimpacted areas and the HA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

- Direct contact with landlords.

- Counseling with the family.

- Providing information about services in various non-impacted areas.

- Meeting with neighborhood groups to promote understanding.

- Formal or informal discussions with landlord groups

- Formal or informal discussions with social service agencies

- Meeting with rental referral companies or agencies

- Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of units will be provided at the front desk and at briefings.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

In compliance with Section 147 of the National Affordable Housing Act, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily building (more than four units) shall refuse to lease any available dwelling unit in any multifamily building owned by the same owner to a Certificate or Voucher holder solely because of their status as a Certificate or Voucher holder.

The HA provides the family with the HUD discrimination complaint form and directs the family to report suspected discrimination to HUD. If HUD Fair Housing makes a finding of discrimination against an owner, the HA may restrict the owner from future participation.

Take One - Take All: In compliance with Section 174 of the National Affordable Housing Act, if an owner who already has a unit in any multifamily building (more than four units) denies a Certificate/Voucher holder admission to any multifamily building solely on the basis of their status as a Certificate/Voucher holder, the owner will be reported to HUD Fair Housing Complaints Office and barred from future participation.

E. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

Leases Effective Prior to October 2, 1995

The amount of Security Deposit which could have been collected by owners under contracts effective prior to October 2, 1995 is:

Under the Certificate Program, the owner could have collected a Security Deposit in an amount not to exceed Total Tenant Payment or \$50.00, whichever is greater, for nonlease-in-place families.

For the Voucher Program, the owner, at his/her discretion, could have collected a Security Deposit in an amount not to exceed the greater of 30% of adjusted monthly income or \$50.

Leases Effective on or after October 2, 1995

Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF CERTIFICATE/VOUCHER [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a Certificate or Voucher which represents a contractual agreement between the HA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

Expirations

The Certificate or Voucher is valid for a period of one hundred twenty(120) calendar days from the date of issuance. The family must submit a Request for Lease Approval and Lease within the one hundred twenty(120) day period unless an extension has been granted by the HA.

If the Certificate or Voucher has expired, and has not been extended by the HA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Lease Approval is received, the HA will not deduct the number of days required to process the request from the 60 day term of the certificate/voucher.

Extensions

The HA may grant extensions to certificates or vouchers.

A family may request an extension of the Certificate/Voucher time period. All requests for extensions must be received in writing prior to the expiration date of the Certificate/Voucher.

Extensions are permissible at the discretion of the HA up to a maximum term of 180 days, primarily for these reasons:

Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty day period. Verification is required.

The HA is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the HA, throughout the initial sixty-day period. A completed search record is required.

The family was prevented from finding a unit due to disability accessibility requirements or large size (four bedroom or larger) unit requirement. The Search Record is part of the required verification.

The HA policy is to extend the certificates for 60 days where a reasonable need exists. We will consider requests approvable unless we have legitimate reasons for not granting the extension. Additional extensions may be granted by the Section 8 Program Director, if in his opinion further extensions are appropriate.

Assistance to Certificate/Voucher Holders

Families who require additional assistance during their search may call the HA Office to request assistance. Certificate and Voucher holders will be notified at their briefing session that the HA periodically updates the listing of available units and how the updated list may be obtained.

The HA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. INTERCHANGEABILITY BETWEEN CERTIFICATE AND VOUCHER [24 CFR 982.205 (c)(2)]

The HA does not approve a change in the form of assistance unless required due to a lack of funding availability for one form of assistance or unless a change in the form of assistance is necessary to prevent extreme hardship for the Family. Such hardship must be documented.

The Family may request a change in the form of assistance from Certificate to Voucher, or from Voucher to Certificate during the initial search period.

If the Family asks to change the form of assistance, the HA will determine if the requested form of assistance is available and will notify the Family. If the HA denies the Family's request, an informal hearing will not be offered.

A transfer list for interchangeability requests will be maintained as needed when funding is not available.

During the initial search period or the move process, the Family may only change the form of assistance issued once.

In the case of a family not yet under contract, the HA will issue the new form of assistance for the time remaining on the current Certificate or Voucher.

The Family will not be permitted to change the form of assistance in place.

The Family will be required to attend a briefing for the new form of assistance.

The Family will only be permitted to change the form of assistance in place to reduce their share of the rent but not to increase rent to owner.

H. CERTIFICATE/VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the HA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the Certificate or Voucher was initially issued (listed on the initial application).
3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the HA will terminate assistance on the basis of failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Certificate, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

I. REMAINING MEMBER OF TENANT FAMILY- RETENTION OF CERTIFICATE /VOUCHER [24 CFR 812.2-definition]

To be considered the remaining member of the tenant family, the person must have been previously approved by the HA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or
2. The HA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

A reduction in family size may require a reduction in the certificate or voucher size.

Chapter 9

REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

INTRODUCTION [24 CFR 982.305 (a)]

After families are issued a certificate or voucher, they may search for a unit anywhere within the jurisdiction of the HA, or outside of the HA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the HA. This Chapter defines the types of eligible housing, the HA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Lease Approval (RFLA).

A. REQUEST FOR LEASE APPROVAL [24 CFR 982.305 (b)]

The Request for Lease Approval (RFLA) and a copy of the proposed Lease must be submitted by the family during the term of the certificate or voucher.

The Request for Lease Approval must be signed by both the owner and Certificate/Voucher holder. The lease may be executed up to 60 days prior to contract execution but cannot be executed without approval of the HA.

The HA will not permit the family to submit more than one RFLA at a time.

The HA will review the documents to determine whether or not they are approvable. For the Certificate Program, the HA will determine that the Gross Rent is within the applicable FMR (unless an exception rent is approved).

The Request will be approved if:

1. The unit is an eligible type of housing
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable
4. The security deposit amount is approvable.
5. The proposed lease complies with HUD and HA requirements, and State and local law
6. The owner is approvable, and there are no conflicts of interest.

Disapproval of RFLA

If the HA determines that the Request cannot be approved for any reason, the landlord and the family will be notified in writing. The HA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given five calendar days to submit an approvable RFLA from the date of disapproval.

When, for any reason, an RFLA is not approved, the HA will furnish another RFLA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Certificate or Voucher will not be suspended while the RFLA is being processed.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353, 982.54(d)(15)]

The HA will approve any of the following types of housing in the Certificate and Voucher programs:

All structure types can be utilized.

Manufactured homes where the tenant leases the mobile home and the pad.

Manufactured homes where the tenant owns the mobile home and leases the pad (Certificate Program only).

Independent Group Residences

A family can own a rental unit but cannot reside in it while being assisted, except in the Certificate program for manufactured homes when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development. Families may lease properties owned by relatives, as long as those owners and units meet the other program requirements.

The HA may not permit a Certificate or Voucher holder to lease a unit which is receiving Project Based Section 8 assistance or any duplicative rental subsidies.

The HA will not approve:

A unit occupied by the owner or by any person with an interest in the unit, other than manufactured homes described above.

Nursing homes or other institutions that provide care.

School dormitories and institutional housing.

A unit owned by the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA has determined (and notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

Any other types of housing prohibited by HUD.

C. LEASE REVIEW [24 CFR 982.308]

The HA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request For Lease Approval.

Owners may either submit their own lease or permit the HA to furnish the lease. In cases where the owner's lease is used, the HUD lease addendum must be attached and executed.

The HA will encourage owners to use a sample lease provided by the HA which includes the HUD mandated language.

Separate Agreements

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the HA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The HA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the HA. If agreements are entered into at a later date, they must be approved by the HA and attached to the lease.

The HA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

If the owner makes modifications to the unit, the costs should be recovered through the rent collected, not by having the tenant pay for the modifications. Exception would be considered if the modifications are such that they most likely would be removed if the tenant moved out.

D. INITIAL INSPECTIONS [24 CFR 982.305 (a) & (b)]

See Chapter 10, "Housing Quality Standards and Inspections." The unit must pass inspection by the 20th day of the month prior to lease-up in order for a contract to be executed for the next month.

E. RENT LIMITATIONS [24 CFR 882.106 (a)]

In the Certificate program, HA may approve exception rents that are up to 10% above the FMR for no more than 20% of budgeted units.

Exception Rents will be utilized to:

- Expand housing opportunities for families to move from poverty-impacted areas.
- Make accessible units available to persons with disabilities.
- Increase the housing choices available to low-income families.

Rent reasonableness will still be used as a measure of whether the rent is approvable.

The HA tracks all units for which an Exception Rent is approved manually to assure that not more than 20% of the units under the Certificate program (based on the number of units shown on Line 4 of the last budget submitted to HUD) have received approval for rents which exceed the FMR by up to 10%.

For the Certificate and Voucher programs, the HA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

F. DISAPPROVAL OF PROPOSED RENT

In the Certificate Program, if the Gross Rent proposed exceeds the FMR, the HA may suggest that the owner reduce the Contract Rent or include some or all utilities in Contract Rent.

If the owner accepts the offer of a revised rent, the HA will continue processing the Request for Lease Approval and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Lease Approval must be submitted by the owner.

If the owner is not willing to reduce or adjust the rent and the HA is satisfied that the requested rent meets the test of rent reasonableness and is less than 110% of FMR, and the HA has remaining "Exception Rent" authority, the HA may approve the Exception Rent. If the unit chosen has more bedrooms than the Certificate size, Exception Rent will not be granted.

If the owner does not agree on the Contract Rent after the HA has tried and failed to negotiate a revised rent, the HA will inform the family and owner that the lease is disapproved.

G. INFORMATION TO OWNERS [24 CFR 982.307 (b), 982.54 (d)(7)]

The HA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known. The HA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection. The HA may release information regarding tenancy history in the HA's possession upon written request by the family which indicates to whom the information may be given.

The HA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

The HA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

H. OWNER DISAPPROVAL [24 CFR 982.306]

For purposes of this section, "owner" includes a principal or other interested party.

The HA may disapprove the owner for the following reasons:

HUD has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug trafficking.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenantbased programs or with applicable housing standards for units leased with projectbased Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

II. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the HA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

J. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

Provided that the unit passes inspection by the 20th day of the month preceding leaseup, the HA will prepare the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the HA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

For new owners, the documents may be signed at a Signature Briefing attended by the owner, family, and a representative of the HA. The briefing covers the responsibilities and roles of the three parties.

The HA provides group briefings for new owners and any other owners who wish to attend on an as needed basis.

The HA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification Number or Social Security Number, and may also be required to provide a copy of their driver's license or other photo identification.

The owner must provide a business or home telephone number at which he/she may be reached during regular business hours.

K. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The HA will process a change of ownership only upon the written request of the previous or new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

Both the previous and new owner will be required to complete and sign the Transfer of Contract form indicating the effective date of the transfer of payments, to whom, and the new owner's agreement to be in compliance with the terms of the Lease and Contract as written.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenantbased programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and exterior premises, as well as the unit.

These minimum Standards may be enhanced by the HA, provided that by doing so, the HA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and HA requirements. This Chapter describes the HA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401 (a), 982.405]

The HA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

All units must meet the minimum standards set forth in the Section 2 of the state sanitary code when applicable. In cases of hazardous situations where inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service when the unit is inspected.

The stove and refrigerator must be present when the unit is inspected if the appliances are provided by the owner..

There are five types of inspections the HA will perform:

1. Initial/Move in: Conducted upon receipt of Request For Lease Approval.
2. Annual: Must be conducted within 12 months of the anniversary date
3. Special/Complaint: At request of owner, family or an agency or thirdparty.
4. Move-Out/Vacate: At landlord or tenant request or if a claim is to be submitted for contracts effective before 10/2/95 only
5. Quality Control: A quality control inspection will be conducted for five percent of all units which have been inspected.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401(a)]

The HA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet and local codes with the additions described below.

Local Codes

Ground Fault Interrupter (GFI) outlets must be installed if near the kitchen sink or bathroom wash basin. All outlets must be grounded.

Additions to HQS:

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

All walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water to prevent water damage and eventual deterioration.

Windows:

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weather stripped as needed to ensure a watertight seal.

All screens on openable windows must fit properly and be in good condition.

Doors:

All exterior doors must be solid core and weather tight to avoid any air or water infiltration, have no holes, have all trim intact, and have a threshold.

All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Tenants will be instructed not to tamper with smoke detectors or remove batteries. Tenants will also be responsible for maintaining working batteries in smoke detectors at all times.

Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Modifications.

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. HA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

C. INSPECTIONS

The HA conducts an inspection in accordance with Housing Quality Standards at least annually, up to 120 days prior to the anniversary month of the contract. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS which are caused by:

Non-payment of utilities paid by the family,

Not providing, or failing to maintain, appliances not provided by the owner, and

Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.

The family must allow the HA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:00 p.m.

The HA will notify the family in writing at least three days prior to the inspection.

Initial Inspection: The owner is notified of the date and time of the inspection appointment by mail, unless the unit has already been inspected by the HA. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within five days.

If the family does not contact the HA to reschedule the inspection, or if the family misses two inspection appointments, the HA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan.

Reinspection: The family and owner are mailed a notice of the inspection appointment by mail. If the family is not at home for the Reinspection appointment, a card will be left at the unit and another appointment is automatically

scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a Family Obligation to allow the HA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility to correct.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.
2. For non-emergency items, repairs must be made within 30 days.
3. For major repairs or weather deferred items, the Section 8 Program Director may approve an extension beyond 30 days.

D. EMERGENCY REPAIR ITEMS [24 CFR 982.401 (a)]

The following items are considered to be of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector. This is not meant to be an exclusive list, and other items may constitute an emergency at the discretion of the Inspector if they appear to present an immediate threat to the health or safety of the family.

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat when outside temperature is below 40° F. and temperature inside unit is below 65° F
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

The HA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to effect the repair, proper authorities will be notified by the HA.

If the emergency repair item(s) are not corrected in the time period required by the HA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the HA, and it is an HQS breach which is a family obligation, the HA will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

E. CONSEQUENCES IF OWNER IS RESPONSIBLE (NONEMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the HA, the assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the full amount of assistance will be abated effective on the first of the month following such a notice.

If the owner makes repairs during the abatement period, payment will resume on the first of the month following the unit passing inspection.

The family and owner will be notified of the Reinspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the HA's portion of rent that is abated.

Extensions

The HA may grant an extension in lieu of abatement in the following cases:

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 60 days. At the end of that time, the HA will begin the abatement or termination of assistance for tenant caused damage.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abated rental period, the owner will be sent a HAP Contract Proposed Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

F. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear

"Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The HA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within ten days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner must bill the family for the cost of the repairs and the family's file will be noted.

G. CONSEQUENCES IF FAMILY IS RESPONSIBLE

If non-emergency violations of HQS are determined to be the responsibility of the family, the HA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the HA will terminate assistance to the family. Extensions in these cases must be approved by the Section 8 Program Director. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

H. INITIAL HQS INSPECTION

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rentreasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the HA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to two reinspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

In order for a HAP Contract to be executed for the first of a given month, the unit must pass inspection by the 20th of the preceding month. This is to allow time for preparation of lease and contract paperwork, as well as preparation of an owner HAP check for the new contract.

I. ANNUAL HQS INSPECTION

Rent Increases

The HA will conduct an inspection using the Housing Quality Standards and other standards approved in this Administrative Plan at least annually, prior to the anniversary month of the contract. Contract rent increases in the Certificate program may not be given until the unit passes the HQS. Rent increase requests in the Voucher program will not be approved if the unit is in a failed condition.

J. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the HA that the unit does not meet Housing Quality Standards, the HA will conduct an inspection.

The HA may also conduct a special inspection based on information from third parties such as neighbors or public officials. The HA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the anniversary date is within 120 days of a special inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

K. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Section 8 Program Director on at least five percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The HA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the HA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Certificate and Voucher programs. This Chapter explains the HA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. OWNER PAYMENT IN THE CERTIFICATE PROGRAM

The payment to the landlord, called the Housing Assistance Payment, is the Contract Rent approved by the HA less the Tenant Rent determined by the HA.

B. OWNER PAYMENT IN THE VOUCHER PROGRAM

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Voucher size issued to the family is based on the HA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

C. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the HA begins processing payments to the landlord. The effective date and the amount of the HA payment is communicated in writing to both the landlord and family. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made manually to the HAP Register for the following month. Checks are disbursed by the Program Director to the owner each month.

Checks may not be picked up by owner at the HA.

Checks will only be disbursed on or after the fifth working day of the month.

Checks that are not received will not be replaced until a written request has been received from the payee.

D. RENT REASONABLENESS DETERMINATIONS [24 CFR 882.106 (b), 982.4]

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, when owners request annual or special contract rent adjustments under the Certificate Program, and when an owner requests a rent increase for in the Voucher Program.

For the Certificate and Voucher Programs, the HA will determine and document on a case-by-case basis that the approved rent:

1. Does not exceed rents currently charged on new leases by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
2. Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least three comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 120 days.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are subdivisions or neighborhoods within the HA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

- Square Footage
- Number of Bedrooms
- Facilities
- Location
- Number of Bathrooms
- Quality
- Amenities
- Date Built
- Unit Type
- Management and Maintenance Services

The HA maintains a notebook which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis and purged when it is more than twelve months old.

The HA uses an "appraisal" method and tests the subject unit against selected units in the same area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparables. Amenities, services, and facilities are given dollar values.

E. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM
[24 CFR 887.351 (a)(b)]

The Payment Standard is initially set by the HA at the Fair Market Rent in effect at the time the Annual Contributions Contract for the first increment of Voucher funding is approved by HUD. The Payment Standard is used to determine the maximum subsidy which can be paid by the HA on behalf of the family.

F. ADJUSTMENTS TO PAYMENT STANDARDS
[24 CFR 887.209 (b), 887.351 (c)(d)]

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The HA will not raise the Payment Standards so high that the number of families that can be assisted under

available funding is substantially reduced. Nor will the HA raise Standards if the need is solely to make "high end" units available to Voucher holders.

The HA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD's requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 80% of the current Fair Market Rent.

In a volatile market, the HA may review the Standards more frequently but will only adjust them annually.

The HA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens

The HA will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than 45% of income.

The HA will separate cases where the Rent to Owner is comparable to the average Contract Rent in the certificate program from those where Rent to Owner exceeds that average.

Availability of Suitable Vacant Units Below the Payment Standard

The HA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units in areas without minority concentration or poverty impacted below the Payment Standard.

Quality of Units Selected

The HA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the midrange of the market.

HA Decision Point

The HA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than 25%. If more than 50% of families have selected above-average units or have selected larger units than the Voucher size, the HA may elect not to increase the Payment Standard or continue the analysis.

If the analysis continues, the HA will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than 25% above the average, in any bedroom size, the HA will continue the analysis. If not, the HA may elect not to increase the Payment Standard for certain bedroom sizes.

Rent to Owner Increases

The HA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Time to Locate Housing

The HA may consider the average time period for families to lease up under the Voucher program as compared to the Certificate program. If the average for Voucher holders exceeds that for Certificate holders by 50%, the Payment Standard may be adjusted.

Rent Reasonableness Data Base/Average Contract Rents

The HA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should not exceed these amounts by more than 10%. Lowering of the Payment Standard

Statistical analysis may reveal the Payment Standard should be lowered, in which case, the Payment Standard should not be less than 80% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Voucher size.

Financial Feasibility

Before increasing the Payment Standard, the HA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the HA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the HA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

G. RENT ADJUSTMENTS [24 CFR 882.108]

Certificate Program

Owners must request a rent adjustment in writing on the form provided by the HA. If the request is not received within 45 days in advance of the anniversary date, the HA will not approve an annual adjustment for that year.

Rent adjustments to owners under the Certificate Program are effective on the anniversary date of the HAP Contract (unless the unit is in a failed condition at that time). The change in rent does not affect the automatic renewal of the lease and does not require a new lease or contract or even an executed amendment. A notice of rent change will be sent to the owner and the family.

Rent increases must pass the rent reasonableness test and may not exceed the Adjustment Factor published annually by HUD (even if justified by rent reasonableness) unless the owner requests a Special Adjustment to be approved by HUD and the HA to cover increases in property taxes, assessments, or utility rates.

Disapproval of Requests for Adjustment

If the HA rejects the owner's request for rent adjustment as exceeding rent reasonableness and the owner rejects the HA's determination, the owner may offer the tenant a new lease (after receiving the HA's approval) with a sixtyday notice to the tenant. If the tenant refuses or the owner does not offer a new lease, the owner may institute court action to terminate tenancy for a business or economic reason in accordance with the lease after giving notice to the HA and the family as required by law. The HA will issue a new Certificate to the family.

After the tenant has begun searching for a new housing unit and/or after court action has been initiated, the owner may decide to accept the current lease. If the owner and tenant agree, the lease can continue.

If the tenant accepts the offer of a new lease, an RFLA must be submitted and the requested rent subjected to rent reasonableness and, for the Certificate program, the FMR limitations.

If a new lease is executed, a new Contract must also be executed.

Voucher Program

Owners may not request rent adjustments in the Voucher Program to be effective prior to the expiration of the first year of the lease. Rent adjustments are effective:

With a sixty-day notice on the HA provided form to the family and the family's signature indicating acceptance of the proposed increase, with a copy to the HA. The HA will advise the family as to whether the rent is reasonable and shall approve or disapprove the rent increase.

RECERTIFICATIONS

INTRODUCTION

HUD requires that the HA recertify the income and household composition of all families at least annually. In addition, the HA is required to inspect the assisted unit at least annually, and to process requests for rent adjustments in the Certificate program. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but the HA decides what other changes must be reported, and the procedures for reporting them. This Chapter defines the HA's policy for conducting annual Recertifications and coordinating the three annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 882.212 (a), 887.355]

There are three activities the HA must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition
2. HQS Inspection
3. Contract Rent Adjustment when requested by Owner

The HA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Section 8 Housing Specialist.

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 882.212 (a), 887.355]

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

When families move to another dwelling unit:

An annual recertification will be scheduled (unless a recertification has occurred in the last 120 days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The HA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HA will provide the notice in an accessible format. The HA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The HA's procedure for conducting annual recertifications will be:

Schedule the date and time of appointments and mail a notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the HA's office will be granted an accommodation of conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The HA representative will interview the family and enter the information provided by the family on the recertification form.

The HA will require the family to complete a Personal Declaration Form at the recertification interviews.

Requirements to Attend

An adult household member must be present for the recertification interview:

If an adult member of the household is unable to attend the interview, the appointment will be rescheduled.

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to the day of the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the HA, the HA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the HA will

Terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made by the Section 8 Program Director if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the HA will include instructions for the family to bring the following:

- Documents to support any preference claims
- Documentation of income for all family members
- Documentation of liquid and non-liquid assets
- Documentation of any deductions/allowances
- Personal Declaration Form completed and signed by adult family members

Verification of Information

The HA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases

If tenant rent increases, a thirty day notice is mailed to the family prior to the anniversary date.

If less than thirty days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the HA.

C. REPORTING INTERIM CHANGES [24 CFR 882.212 (b), 887.357]

HUD requires program participants to report all changes in household composition within 30 calendar days to the HA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Increases in Income

Interim Reexamination Policy

The HA will conduct interim reexaminations when families have an increase in income.

Families will be required to report all increases in income/assets of the all household members to the HA by scheduling and attending an interim reexamination interview within five business days of the occurrence or notification to the family of the change.

The HA elects to perform interim rent adjustments on reported income increases when the increase is greater than \$50 per month or 10% the income and the family has had no decreases in tenant rent in the current recertification year. This election is at the sole discretion of the HA.

The family is required to report, by scheduling and attending an interim reexamination interview within five business days of the occurrence or notification to the family, any loss or reduction in items for allowances or deductions, including when a family member becomes eighteen years of age and no longer a minor in the household.

For families with zero income, reporting is required every 90 ninety days.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The HA must calculate the change if a decrease in income is reported.

HA Errors

If the HA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by the HA. If the family disagrees with the rent adjustment they may request an informal hearing.

E. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

Standard for Timely Reporting of Changes

The HA requires that families report interim changes to the HA within thirty calendar days of when the family is notified or the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within five business days of the change.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The HA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.

Decreases in the Tenant Rent are effective the first of the month following that in which the change occurred. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

An increase in tenant rent may be implemented based on documentation provided by the family, pending third party written verification. However, any discrepancy between information provided by the family and that which is verified by third-party documentation will result in a retroactive calculation to the effective date of the change.
Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a Repayment Agreement or make a lump sum payment.

Decrease in Tenant Rent will be effective on the first of the month following completion of processing by the HA and not retroactively.

Procedures when the Change is Not Processed by the HA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the HA in a timely manner.

In this case, an increase will be effective after the required thirty days notice prior to the first of the month after completion of processing by the HA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION [24 CFR 882.213, 887.359 (a)(b)]

All changes in family composition must be reported within thirty calendar days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the HA.

If an addition would result in overcrowding according to Subsidy or HQS maximum occupancy standards:

The HA will issue a new Certificate or Voucher of the appropriate size at the next regularly scheduled annual reexamination for additions to the family in the following cases:

- * Addition by marriage.
- * Addition due to birth, adoption or court-awarded custody of a minor.
- * Addition of an HA-approved live-in attendant.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES
[24 CFR 812.10 (c)]

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status; AND
2. All members of the family other than the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See Chapter 6, "Factors Related to Total Tenant Payment Determination"), or the HA may offer temporary deferral of termination (See Chapter 15, "Denial or Termination of Assistance").

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the HA's jurisdiction, or to a unit outside of the HA's jurisdiction under Portability procedures. The regulations also allow the HA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the HA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

1. The assisted lease for the old unit has terminated because the HA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
3. The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552]

Families will not be permitted to move within the HA's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside the HA's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a 12month period.

The HA will deny permission to move if there is insufficient funding for continued assistance. The HA may deny permission to move to if:

The family has violated a Family Obligation.

The family owes the HA money.

The family has moved or been issued a Certificate or Voucher to move within the last twelve months.

The Section 8 Program Director may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Certificate/Voucher

If the family has not been recertified within the last 120 days, the HA will issue the certificate or voucher to move after conducting the recertification.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new leaseup date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the HA proper written notice of any intent to move.

The family must give the owner a rental period (one full month) plus one day's written notice of intent to vacate or as otherwise specified in the lease and must give a copy to the HA simultaneously. The family may not give mid-month notices to terminate tenancy for other than the end date of the following rental period.

For units under a Certificate contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by the HA.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move, except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves, only if approved by the Section 8 Program Director.

D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the HA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial HA's jurisdiction. The unit may be located:

1. In the same state as the initial HA;
2. In the same metropolitan statistical area (MSA) as the initial HA, but in a different state;
3. In an MSA adjacent to the MSA of the initial HA, but in a different state.
4. In the jurisdiction of an HA anywhere within the United States that administers a tenant based program.

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

When a family requests to move to outside of the HA's jurisdiction, the request must specify the area to which the family wants to move.

If the family is moving to a unit located in the same state as the initial HA, in the same MSA, but in a different state, or in an adjacent MSA in a different state, and there is not an HA in the area where the unit is located, the initial HA will be responsible for the administration of the family's assistance.

The HA may choose a management company, another HA or a private contractor to administer the assistance.

If there is more than one HA in the area in which the family has selected a unit, the HA will choose the receiving HA.

Restrictions on Portability

1. Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in the HA's jurisdiction at the date of their initial application for assistance. For purposes of this section the Authority's jurisdiction shall be considered to be the Commonwealth of Massachusetts.

2. If the family is in violation of a family obligation.

3. If the family owes money to the HA.

4. Families will not be permitted to exercise portability during the initial twelve month period after admission to the program.

Outgoing Portability Procedures

The HA will provide pre-portability counseling for those families who express an interest in portability. If the receiving HA will absorb and the family will be changing its form of assistance, the HA will determine if the family is within the low income limit of the receiving HA, and advise the family accordingly.

The HA will notify the Receiving HA that the family wishes to relocate into its jurisdiction.

The HA will advise the family how to contact and request assistance from the receiving HA.

The HA will notify the receiving HA that the family will be moving into its jurisdiction.

The HA will provide the following documents and information to the Receiving HA:

1. A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

2. The most recent HUD 50058 form and verifications.

3. The Family Portability Form.

The Receiving HA must notify the HA within 10 days of the following:

The Receiving HA decides to absorb the family into their own program.

The family leases up or fails to submit a Request for Lease Approval by the required date.

Assistance to a portable family is terminated by the Receiving HA.

The family requests to move to an area outside the Receiving HA's jurisdiction.

Payment to the Receiving HA

The HA will requisition funds from HUD based on the anticipated leaseups of portable Certificates or Vouchers in other HA's jurisdictions. Payments for families in other jurisdictions will be made to other HAs when billed or in accordance with other HUD approved procedures for payment.

When billed, the HA will reimburse the Receiving HA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial HA's rate), and any other HUD-approved fees.

Claims

The HA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The HA will notify the Receiving HA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving HA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving HA's will be required to submit hearing determinations to the HA within 10 days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The HA will accept a family with a valid Certificate/Voucher from another jurisdiction and administer or absorb the Certificate/Voucher. If administering, the family will be issued a "Portability" Certificate or Voucher by the HA with the same start date. The HA may grant extensions in accordance with this Administrative Plan.

Incoming portable families who have not yet been absorbed will be absorbed before the HA selects new applicants from the Waiting List.

The HA may absorb incoming Certificates and Vouchers in cases where the Initial HA absorbs an equal number of the HA's outgoing Certificates/Vouchers.

The HA will absorb all incoming portable families provided that there is funding available.

When the receiving HA does not absorb the incoming Voucher or Certificate, it will administer the Initial HA's Voucher or Certificate and the receiving HA's policies will prevail.

For initial lease-up, the family must be within the HA's Very-Low Income limits. For participants, the HA may issue either a Certificate or Voucher but if the form of assistance changes, the family must be within the HA's Low Income limits. If the family is ineligible under the receiving HA's low income limit because the form of assistance offered causes the family to change programs, the receiving HA must absorb the family without a change in the form of assistance, or administer the family's current form of assistance.

The HA will issue a "Portability Certificate" or "Portability Voucher" according to its own Subsidy Standards. If the Family has a change in family composition which would change the Certificate or Voucher size, the HA will change to the proper size based on its own Subsidy Standards.

The HA will decide whether to extend the "Portability Certificate/Voucher" and for what period of time. The HA's policy on suspensions will apply. However, if the Family decides not to lease up in the HA's jurisdiction, the Family must request an extension from the Initial HA.

For Old Rule contracts, the HA's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

As Receiving HA, the HA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the HA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a \$0 subsidy amount is determined prior to leaseup in the HA's jurisdiction, the HA will refuse to enter into a contract on behalf of the family at \$0 assistance.

Requests for Lease Approval

When the Family submits a Request for Lease Approval, it will be processed using the HA's policies. If the Family does not submit a Request for Lease Approval or does not execute a lease, the Initial HA will be notified within 10 days by the HA.

When an Exception Rent is requested by an incoming Certificate holder, the HA will check with the Initial HA to determine whether exception rent authority is available.

If the Family leases up successfully, the HA will notify the Initial HA within 10 days, and the billing process will commence.

If the HA denies assistance to the family, the HA will notify the Initial HA within 10 days and the family will be offered a review or hearing.

The HA will notify the Family of its responsibility to contact the Initial HA if the Family wishes to move outside the HA's jurisdiction under continued portability.

Terminations

The HA will notify the Initial HA in writing of any termination of assistance within 10 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the HA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial HA.

The Initial HA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial HA notifies the HA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the HA will terminate assistance to the family.

Required Documents

As Receiving HA, the HA will require the following documents from the Initial HA:

1. A copy of the family's Certificate or Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
2. The most recent HUD 50058 form and verifications.
3. Persons designated for inquiries on eligibility and billing (as indicated on the

Family Portability Form).

4. The Administrative Fee Schedule for billing purposes.

Billing Procedures

As Receiving HA, the HA will bill the Initial HA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial HA.

The HA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial HA's rate) and any other HUD-approved fees, for each "Portability" Certificate/Voucher leased as of the first day of the month.

The HA will notify the Initial HA of changes in subsidy amounts and will expect the Initial HA to notify the HA of changes in the Administrative Fee amount to be billed.

CONTRACT TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the HA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the HA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the HA may be terminated by the HA, or as a result of the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the HA to the owner after the month in which the Contract is terminated. The owner must reimburse the HA for any subsidies paid by the HA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the HA for vacancy loss under the provisions of Certificate contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314 (c)(2)]

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed 60 days.

C. TERMINATION BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

The owner may terminate tenancy without cause at the end of the initial lease term or at the end of any successive definite term. If the owner wishes to terminate the lease during any term, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the HA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease,

2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,

3. Other good cause, including:

Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.

Any drug-related criminal activity on or near the premises,

Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

4. Other good cause, after the first year of the lease, includes:

Business or economic reason for regaining possession of the unit;

Owner's desire to repossess the unit for personal use;

Tenant's refusal to accept offer of a new lease.

The eviction notice must specify the cause for the eviction.

The HA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the HA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the HA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant unless the family or owner are otherwise no longer eligible for payments to be made.

If the action is finalized in court, the owner must provide the HA with the documentation, including notice of the lock out date.

The HA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant is eligible, continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the HA, the owner certifies that the tenant is still in the unit and he/she is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the HA has no other grounds for termination of assistance, the HA will issue a new certificate or voucher so that the family can move with continued assistance.

D. TERMINATION OF THE CONTRACT BY HA
[24 CFR 982.404 (a), 982.453, 982.454, 982.552 (a)(3)]

The term of the HAP contract terminates when the lease terminates, when the HA terminates program assistance for the family, and when the owner has breached the HAP contract.

Any of the following actions will be considered a breach of contract by the owner:

1. The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit to HQS standards, including any standards the HA has adopted in this policy.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).
3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
4. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.
5. The owner has engaged in drug trafficking.

The HA may also terminate the contract if:

The HA terminates assistance to the family.

The family is required to move from a unit which is underoccupied (Certificate Program) or overcrowded (Certificate and Voucher Programs).

Funding is no longer available under the ACC.

The contract will terminate automatically in the case of \$0 assistance families if 180 days have passed since the last housing assistance payment to the owner for post-10/2/95 contracts, and twelve months in the case of pre-10/2/95 contracts; this is provided that the contract terms are still being met during this period and that the contract is not otherwise subject to termination due to other causes.

Notice of Termination

The HA will provide the owner and family with at least thirty days written notice of termination of the contract.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS [24 CFR 812.9]

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to affordable housing.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- a) granting another deferral will result in an aggregate deferral period of longer than three years, or
- b) a determination has been made that other affordable housing is available.

F. TERMINATION DUE TO OWNER DISAPPROVAL [24 CFR 982.453]

If the HA terminates the contract due to owner disapproval (See Chapter 9, "Request for Lease Approval and Contract Execution"), the HA will provide the owner and family with at least thirty days written notice of termination of the contract.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The HA may deny or terminate assistance for a family because of the family's action or failure to act. The HA will provide families with a written description of the Family Obligations under the program, the grounds under which the HA can deny or terminate assistance, and the HA's informal hearing procedures. This Chapter describes when the HA is required to deny or terminate assistance, and the HA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract. Any termination of assistance may be grieved by the family and a hearing before the Fall River Housing Authority Grievance will be held. The decision of the Grievance Panel may be appealed to Fall river Housing Authority Board of Commissioners by either party. This will be considered the final administrative remedy.

A. GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.552, 982.53]

If denial or termination is based upon behavior resulting from a disability, the HA will delay the denial or termination in order to determine if there is an accommodation which would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the HA waiting list
2. Denying or withdrawing a certificate or voucher
3. Refusing to enter into a HAP contract or approve a lease
4. Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

1. Refusing to enter into a HAP contract or approve a lease
2. Terminating housing assistance payments under an outstanding HAP contract
3. Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination [24CFR 982.552 (10)(d)]

The HA must deny assistance to applicants, and terminate assistance for participants:

1. If any member of the family fails to sign and submit HUD or HA required consent forms for obtaining information.
2. If no member of the family is a U.S. citizen or eligible immigrant.

3. If the family is under a post 10/2/95 contract and 180 days have elapsed, or under a pre 10/2/95 contract and twelve months have elapsed since the HA's last housing assistance payment was made.

Grounds for Denial or Termination of Assistance [24CFR 982.552 (b)]

The HA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

1. The family violates any family obligation under the program as listed in 24 CFR 982.551. The family may be denied for a period not to exceed five years from the date of such activity or action resulting from such activity (such as termination of tenancy or assistance), whichever date is later, provided that no other cause for denial exists.

2. Any member of the family has ever engaged in serious or repeated lease violations while a resident of public housing or ever been evicted from public housing. The family may be denied for a period not to exceed five years from the date of such activity or action resulting from such activity (such as termination of tenancy or assistance), whichever date is later, provided that no other cause for denial exists.

3. The family currently owes rent or other amounts to the HA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act.

4. The family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

5. The family breaches an agreement with an HA to pay amounts owed to an HA, or amounts paid to an owner by an HA.

6. The family has engaged in or threatened abusive or violent behavior toward HA personnel.

"Abusive or violent behavior towards HA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

* "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.

Actual physical abuse or violence will always be cause for denial or termination.

7. The family supplies false, inaccurate or incomplete information on any application for federal housing programs, including public housing and Section 8. The family may be denied for a period not to exceed two years from the date of such a determination by the HA that information which was provided was false, inaccurate or incomplete, provided that no further cause for denial exists.

8. Any family member engages in drug-related or violent criminal activity.

Family Self Sufficiency (FSS)

Failure to fulfill the obligations and conditions of the FSS contract is grounds for denial or termination of assistance.

The HA will terminate the assistance for FSS families who fail to comply with the FSS Contract of Participation without good cause.

B. FAMILY OBLIGATIONS [24 CFR 982.551]

1. The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 812). "Information" includes any requested certification, release or other documentation.
2. The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers (as provided by 24 CFR part 750) and must sign and submit consent forms for obtaining information in accordance with 24 CFR part 760 and 24 CFR part 813.
4. All information supplied by the family must be true and complete.
5. The family is responsible for an HQS breach caused by the family as described in 982.404(b).
6. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.
7. The family may not commit any serious or repeated violation of the lease.
8. The family must notify the owner and, at the same time, notify the HA before the family moves out of the unit or terminates the lease on notice to the owner.
9. The family must promptly give the HA a copy of any owner eviction notice.
10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
11. The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit.
12. The family must promptly notify the HA if any family member no longer resides in the unit.
13. If the HA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or HA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.
14. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.
15. The family must not sublease or let the unit.
16. The family must not assign the lease or transfer the unit.
17. The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.

18. The family must not own or have any interest in the unit.

19. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs. Fraud is defined as the intentional misrepresentation of a material fact with the intention that the object of the misrepresentation rely on the representation, resulting in detriment to the party misled.

20. The members of the family may not engage in drug-related criminal activity or violent criminal activity.

21. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the HA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The HA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The HA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within five working days." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the Section 8 Program Director.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of intention to terminate tenancy for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the HA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If there are police reports, neighborhood complaints or other third party information, and the HA has verified the information. Lack of receipts or other proof of rent payments by the family may also be considered verification of lease violations.

Notification of Eviction: If the family requests assistance to move and they did not notify the HA of an eviction within five working days of receiving the Notice of Lease Termination, the move will be denied.

Proposed additions to the family (including live-in aides) may be denied based upon the same criteria applied to applicants and participants as described elsewhere in this Chapter. Additionally, proposed additions may be denied to persons who do not meet the HA's definition of family.

Family Member moves out: Adult family members are required to notify the HA within five working days if he/she leaves the assisted household. Failure to report this will constitute a violation on the part of the person removing him/herself. The remaining family contact the HA within five working days as well, to furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

Related income, asset or deduction changes resulting from the member moving.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the HA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a violation.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud: In each case, the HA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

Drug Related and Violent Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Drug-related criminal activity means on or off the premises, not just on or near the premises.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any Family member. Violent criminal activity also includes activity which occurs within the family, such as during domestic disputes.

Activity may include arrests, convictions, no contest pleas, fines, city ordinance violations or other credible preponderance of evidence that such activity has occurred.

Ineligibility if Evicted for Drug-Related Activity

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for any waiting list preference status for a three-year period beginning on the date of such eviction.

The HA may waive this requirement if:

The person demonstrates successful completion of a rehabilitation program approved by the HA, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

Applicants will be denied assistance if they have been:

Convicted of drug-related or violent criminal activity until a period of three years have passed following the end of conviction/incarceration/parole/probation (whichever is later) with no further arrests or convictions (other than minor traffic violations).

Participants may be terminated who have been:

Arrested, convicted or whose tenancy is being terminated due to drug-related or violent criminal activity or whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the HA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the HA may consider individual circumstances with the advice of Juvenile Court officials.

Screening Out Illegal Drug Users and Alcohol Abusers

The HA will prohibit admission to any person in cases where the HA determines that there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the HA determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse.

The HA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous twelve months.

The HA will waive this policy if the person demonstrates to the HA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

Has successfully completed a supervised drug or alcohol rehabilitation program;

Has otherwise been rehabilitated successfully; or

Is participating in a supervised drug or alcohol rehabilitation program.

Confidentiality of Criminal Records

The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.

Disclosure of Criminal Records to Family

The applicant or tenant will be provided with a copy of the criminal record upon request and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal review. Participants may contest such records at an informal hearing.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

The HA may will pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the HA decides to terminate assistance to the family, the HA must give the family written notice which states:

The reason(s) for the proposed termination,

The effective date of the proposed termination,

The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.

The date by which a request for an informal hearing must be received by the HA.

The HA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

C. PROCEDURES FOR NON-CITIZENS [24 CFR 812.9 (c)(d), 812.10 (d)]

Termination due to Ineligible Immigrant Status

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

Temporary Deferral of Termination of Assistance

Ineligible families who were participants as of June 19, 1995, may request a temporary deferral of termination of assistance in order to allow time to locate affordable housing and thereby preserve the family.

Temporary deferral of termination of assistance is also available to mixed families who were participants on June 19, 1995, who elect not to accept prorated assistance, and are not eligible for Continued Assistance. (See Chapter 14, "Contract Terminations.") The HA must allow the mixed family time to find housing for ineligible members or for the entire family by deferring the termination.

Mixed families who choose temporary deferral of termination of assistance may change to prorated assistance at the end of any deferral period, if they have made a good-faith effort to locate housing.

Criteria for Approving Temporary Deferral of Termination of Assistance

The HA will grant temporary deferral so long as the family makes reasonable efforts to find affordable housing.

Affordable housing is defined as housing that is standard, of appropriate size, and for which the rent plus utilities is no more than 25% greater than the HA calculated Total Tenant Payment.

To determine whether a family is eligible for temporary deferral of termination of assistance, or for a renewal of temporary deferral of termination of assistance, the HA will:

Calculate Total Tenant Payment plus 25% for the family, and compare this amount to the data in its rent reasonableness survey for the unit size. If the HA's data indicates that units are not available at the affordable rent, the deferral will be renewed.

Require a search record to document the family's efforts to locate housing before granting or extending temporary deferral of termination of assistance.

Length of Deferral

The initial temporary deferral is granted for an interval not to exceed six months. Additional deferrals can be made up to a maximum of three years. A notice is sent to the family at the beginning of each deferral period reminding them of their ineligibility for full assistance and their responsibility to seek other housing.

The family will be notified in writing sixty days before the end of the three year maximum deferral period that there cannot be another deferral, and will be offered the option of prorated assistance if they are a mixed family and have made a good-faith effort to locate affordable housing.

False or Incomplete Information

When the HA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the HA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The HA will then verify eligible status, deny, terminate, or prorate as applicable.

The HA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the HA either after the INS appeal or in lieu of the INS appeal.

After the HA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

D. ASSISTANCE TENANTS [24 CFR 982.455 (a)]

Old Contracts

For contracts which were effective prior to 10/2/95, the HA is liable for unpaid rent and damages if the family vacates while the contract is still in effect, for up to twelve months following the last HAP payment. The HA must perform all of the functions normally required, such as reexaminations and inspections. The participant will be notified of the right to remain on the program at \$0 assistance for 12 months. If the family is still in the unit after 12 months, the assistance will be terminated.

New Contracts

For contracts effective after 10/2/95, the HA has no liability for unpaid rent or damages, and the family may remain in the unit at \$0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180 day time frame an owner rent increase or a decrease in the Total Tenant Payment cause the family to be eligible for a housing assistance payment, the HA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATION
[24 CFR 982.551, 982.552 (c)]

If the family has misrepresented any facts that caused the HA to overpay assistance, the HA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement, or reimburses the HA in full.

F. MISREPRESENTATION IN COLLUSION WITH OWNER
[24 CFR 982.551, 982.552 (c)]

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the HA will deny or terminate assistance.

G. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a Family Obligation to supply information, documentation, and certification as needed for the HA to fulfill its responsibilities. The HA schedules appointments and sets deadlines in order to obtain the required information. Failure to supply requested information will result in denial or termination of assistance. Examples of failing to supply requested information can include: failing to sign necessary documents, failing to sign by one's legal name, failing to complete all information requested on documents, etc. The Obligations also require that the family allow the HA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the HA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the HA to inspect the unit.

The family will be given information about the requirement to keep appointments, and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

1. Eligibility for Admissions
2. Verification Procedures
3. Certificate/Voucher Issuance and Briefings
4. Housing Quality Standards and Inspections
5. Recertifications
6. Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are medical or family emergencies.

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family will be given two opportunities before being issued a notice of denial or termination for breach of a family obligation.

After issuance of the denial or termination notice, if the family offers to correct the breach within the time allowed to request a review or hearing:

The notice may be rescinded after the family cures the breach, if the family does not have a history of non compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the HA to and recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the HA. The regulations define when the HA must disallow an owner participation in the program, and they provide the HA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54 (d)(8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The HA will disapprove the owner for the following reasons:

HUD or other agency directly related has informed the HA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the HA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the HA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner has engaged in drug trafficking.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenantbased programs or with applicable housing standards for units leased with projectbased Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.302 (a)(8), 982.453]

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the HA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The HA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the HA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

The HA guidelines for restrictions are contained in the table below:

DISAPPROVAL OF OWNERS/PARTICIPATION RESTRICTIONS

BREACH	PENALTY
HUD notification of owner debarment/suspension	Termination
HUD notification of violation of fair housing/federal equal opportunity	Termination
Violation of contract obligations	Abate/Term.
Owner fraud, bribery or other corrupt act in federal housing program	Termination
Owner engaged in drug trafficking	Termination
History of noncompliance with HQS	Abate/Term.
History of renting units below code	Abate/Term.
State/local real estate taxes, fines or assessments	Abate/Term.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the HA may terminate the Contract and arrange for restitution to the HA and/or family as appropriate.

The HA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HA or the tenant, as applicable.

Chapter 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (For Contracts Effective Before October 2, 1995)

INTRODUCTION

This Chapter describes the HA's policies, procedures and standards for servicing Contracts which were effective before October 2, 1995. Certificate and Voucher contracts in this category have provisions for the HA's liability to owners when families move out. Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The HA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HA for claims paid to the owner.

B. UNPAID RENT [24 CFR 887.215, 882.112 (d)]

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HA will not reimburse the owner for any claims under these agreements.

C. VACANCY LOSS IN THE CERTIFICATE PROGRAM [24 CFR 887.105]

Vacancy Loss is applicable to the Certificate Program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.

In order to claim vacancy loss, the unit must be available for lease and the landlord must:

1. Notify the HA within 72 hours upon learning of the vacancy, or prospective vacancy, and
2. Pursue all possible activities to fill the vacancy, including, but not limited to:
 - a. Contacting applicants on the owner's waiting list, if any;
 - b. Seeking eligible applicants by listing the unit with the HA,

- c. Advertising the availability of the unit, and
- d. Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of death, the HA will permit the owner to keep the HAP for the month in which the tenant died, but may pay no further HAP.

If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.

To ensure valid claim processing, the HA will conduct a thorough move-in inspection noting "conditions" as well as HQS deficiencies, take pictures of questionable items, and send a report of all items to the owner and tenant.

The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Estimates are accepted at the discretion of the HA depending upon the nature of the work to be done.

Bills from individuals providing labor must include their name, Social Security Number, address and phone number. The landlord may not bill himself/herself for labor since that is not considered by the HA to be an "actual cost." However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included.

Persons making repairs or replacements must be licensed to do business in the HA's jurisdiction.

Reasonableness of costs will be based on the Means Cost Estimating Guide. Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use by HAs.

The HA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.

Claims for unpaid utility bills cannot be approved as part of a claim.

Claims for normal wear and tear, previously existing conditions, routine turnover preparation, and cyclical interior painting are not paid.

The HA will inspect the unit to verify that repairs were made.

D. MOVE-OUT AND CLOSE-OUT INSPECTIONS

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by Section 8 Program Director, Section 8 Housing Specialist or designee.

There will be no move out inspections of units with contracts effective on or after October 2, 1995.

The owner must notify the HA of the move -out and request an inspection within five business days of learning of the move-out, or contract termination, whichever is first, in order to submit a claim for damages.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the move-out inspection will not be rescheduled.

The HA will conduct a move-out inspection on the tenant's request.

In the event that the HA is unable to inspect within 5 business days, the owner will be permitted to use datestamped photographs to substantiate the claim.

E. PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the HA up to the limits for each program.

If the owner claims vacancy loss, the security deposit that he/she collected or could have collected will be deducted from the vacancy loss claim.

The HA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.

1. The HA will offer the family 10 calendar days to contest the claim. If the family disputes the claim, the HA will schedule an informal meeting/claim review with the owner and tenant in order to resolve the differences.

If the tenant fails to attend the meeting, the HA will proceed with its original determination; the meeting will not be rescheduled unless there are extenuating circumstances.

At the Claim Review, the amount and type of claim will be discussed with the family. If the family agrees with the amount and type of claim, the family will be offered a Repayment Agreement. If the family does not agree to sign a Payment Agreement, the HA will process the account for collection.

If the family demonstrates that the claim, or parts of it, is invalid, the HA will adjust the amount. The HA may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.

After a determination has been made, the HA will notify the family in writing of the decision. If it has been determined that the family owes money, the HA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse the HA as required.

Other Requirements for Claims Processing

The HA will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.

All notices to tenants during the processing of a claim must include proof of mailing or of personal delivery.

Costs of filing eviction to remove the tenant or any other legal fees, may not be reimbursed.

No claims will be paid for a unit which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord or as a result of a mutual recision between the landlord and tenant family.

All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within thirty (30) days of the date the owner learned of the moveout.

Chapter 18

OWNER OR FAMILY DEBTS TO THE HA

INTRODUCTION

This Chapter describes the HA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the HA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the HA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the HA, the HA will make every effort to collect it. The HA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Repayment agreements
- Abatements
- Reductions
- Collection agencies
- Credit bureaus
- Income tax set-off programs

A. REPAYMENT AGREEMENT FOR FAMILIES [24 CFR 792.103, 982.552 (b)(6-8)]

A Repayment Agreement as used in this Plan is a document entered into between the HA and a person who owes a debt to the HA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to the HA upon default of the agreement.

The minimum monthly amount of monthly payment for any repayment agreement is five dollars.

The HA will use a sliding scale system based upon the family's income to determine the monthly payment.

Late Payments

A payment will be considered to be in arrears if:

The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's repayment agreement is in arrears, the HA will:

- Require the family to pay the balance in full,
- Pursue civil collection of the balance due,
- Terminate the housing assistance, or

Require the family to pay the entire arrearage plus current month's payment in order avoid loss of assistance.

If the family requests a move to another unit and has a repayment agreement in place for the payment of an owner claim, and the repayment agreement is not in arrears:

The family will be required to pay the balance in full prior to the issuance of a certificate or voucher.

If the family requests a move to another unit and is in arrears on a repayment agreement for the payment of an owner claim:

The family will be required to pay the balance in full, or be terminated from the program.

There are some circumstances in which the HA will not enter into a repayment agreement. They are:

If the family already has a Repayment Agreement in place.

If the family has breached previous Repayment Agreements.

Guidelines for Repayment Agreements

Repayment Agreements will be executed between the HA and the head of household or other adult family member.

Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Section 8 Program Director.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the Repayment Agreement is current:

Family size exceeds the HQS maximum occupancy standards

The HAP contract is terminated due to owner non-compliance

A natural disaster

Additional Monies Owed: If the family has a Repayment Agreement in place and incurs an additional debt to the HA:

The HA may choose, at its discretion, to enter into more than one Repayment Agreement at a time with the same family.

If a Repayment Agreement is in arrears more than 60 days, any new debts must be paid in full.

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (b)(68)]

If a family owes money to the HA for claims paid to an owner:

The HA may require the family to repay the amount in full.

The HA may enter into a Repayment Agreement.

C. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

[24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the HA due to the family's failure to report increases in income or loss of items for allowances or deductions will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

Program Fraud

Families who owe money to the HA due to program fraud will be required to repay in accordance with the guidelines in the Repayment Section of this Chapter.

If a family owes an amount which equals or exceeds \$3000 as a result of program fraud, the case may be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

Repayment Procedures for Program Fraud/Untimely Reporting

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

The minimum monthly payment will be five dollars. In no event shall the repayment schedule be for more than 12 months.

The HA will use a sliding scale system based upon the family's income to determine the monthly payment.

D. OWNER DEBTS TO THE HA

If the HA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the HA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the HA will:

Require the owner to pay the amount in full within thirty days

Enter into a repayment agreement with the owner for the amount owed

Pursue collections through the local court system

Restrict the owner from future participation

E. WRITING OFF DEBTS

Debts will be written off if:

The debtor's whereabouts are unknown and the debt is more than seven years old.

A determination is made that the debtor is judgment proof.

The debtor is deceased.

The debtor is confined to an institution indefinitely or for more than seven years.

The amount is less than \$20 and the debtor cannot be located.

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the HA. This Chapter describes the policies, procedures and standards to be used when families disagree with an HA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the HA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HA

The HA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The HA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

1. Complaints from families: If a family disagrees with an action or inaction of the HA or owner.

Complaints from families will be referred to the Section 8 Program Director

2. Complaints from Owners: If an owner disagrees with an action or inaction of the HA or a family.

Complaints from owners will be referred to the Section 8 Program Director

3. Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules.

Complaints from staff will be referred to the Section 8 Program Director

4. Complaints from the general public: Complaints or referrals from persons in the community in regard to the HA, a family or an owner.

Complaints from the general public will be referred to the Section 8 Program Director

B. PREFERENCE DENIALS [24 CFR 982.210 (d)]

If the HA denies a preference to an applicant, and the applicant disagrees with the decision, the applicant is entitled to a meeting. This is different from an Informal Review or Hearing. The person who made the decision to deny the preference, or any other HA representative, may conduct the meeting. The meeting is limited only to the circumstances pertaining to the preference denial.

When the HA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with HA staff to discuss the reasons for the denial and to dispute the HA's decision.

The person who conducts the meeting must be:

Any officer or employee of the HA's Tenant Selection Department including the person who made the decision.

If the applicant is denied a preference they are entitled to an informal hearing before a hearings officer at the HA.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS
[24 CFR 982.54 (d) (12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the HA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

The reason(s) they are ineligible,

The procedure for requesting a review if the applicant does not agree with the decision and

The time limit for requesting a review.

The HA must provide applicants with the opportunity for an Informal Review of decisions denying:

Listing on the HA's waiting list
Issuance of a Certificate or Voucher
Participation in the program

Informal Reviews are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA
2. General policy issues or class grievances
3. A determination of the family unit size under the HA subsidy standards
4. Refusal to extend or suspend a Certificate or Voucher
5. Disapproval of lease
6. Determination that unit is not in compliance with HQS
7. Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, no later than ten days from the date of the HA's notification of denial of assistance. The informal review will be scheduled within 30 days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by:

A staff person who is not the person who made the decision or his/her subordinate

If the applicant fails to appear for the Informal Review and has not contacted the HA in advance to reschedule, the HA's proposed disposition of the grievance will become final. The HA will reschedule the review only if the family can show good cause for the failure to appear.

The applicant will be given the option of presenting oral or written objections to the decision. Both the HA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within thirty days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES [24 CFR 982.555 (af), 982.54(d)(13)]

The HA will provide a copy of the hearing procedures in the family briefing packet.

When the HA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The HA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the HA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the HA's decision.
- The procedures for requesting a hearing if the family disputes the action or decision;
- The time limit for requesting the hearing.

The HA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following HA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment
2. Appropriate utility allowance used from schedule
3. Family unit size determination under HA subsidy standards
4. Determination that Certificate program family is under occupied in their current unit and a request for exception is denied
5. Determination to terminate assistance for any reason.

6. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

7. Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The HA must always provide the opportunity for an informal hearing before termination of assistance.

Informal Hearings are not required for established policies and procedures and HA determinations such as:

1. Discretionary administrative determinations by the HA
2. General policy issues or class grievances
3. Establishment of the HA schedule of utility allowances for families in the program
4. An HA determination not to approve an extension or suspension of a certificate or voucher term
5. An HA determination not to approve a unit or lease
6. An HA determination that an assisted unit is not in compliance with HQS (HA must provide hearing for family breach of HQS because that is a family obligation determination)
7. An HA determination that the unit is not in accordance with HQS because of the family size
8. An HA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the HA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the HA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the HA receives a request for an informal hearing, a hearing shall be scheduled within thirty days. The notification of hearing will contain:

1. The date and time of the hearing
2. The location where the hearing will be held
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense
4. The right to view any documents or evidence in the possession of the HA upon which the HA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

The HA's Hearing Procedures

After a hearing date is set, the family may request in advance to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not contacted the HA in advance to reschedule, the HA's proposed disposition of the grievance will become final. The HA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

Present written or oral objections to the HA's determination.

Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family and assess a charge of \$0.10 per copy. In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights contained in this Chapter, the HA has a right to:

Present evidence and any information pertinent to the issue of the hearing;

Be notified if the family intends to be represented by legal counsel, advocate, or another party;

Examine and copy any documents to be used by the family prior to the hearing;

Have its attorney present; and

Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who:

Are managers from other departments in the government of the jurisdiction

Are managers from other HA's

Are professional mediators or arbitrators employed by the county Bar Association/a mediation, dispute resolution, or arbitration service/other

are members of the community who do not otherwise have a conflict of interest with the HA or the family

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within fifteen days and shall include:

A clear summary of the decision and reasons for the decision;

If the decision involves money owed, the amount owed; and

The date the decision goes into effect.

The HA is not bound by hearing decisions:

Which concern matters in which the HA is not required to provide an opportunity for a hearing

Which conflict with or contradict to HUD regulations or requirements;

Which conflict with or contradict Federal, State or local laws; or

Which exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within fifteen days. The letter shall include the HA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NONCITIZENS"
[24 CFR 812.9]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the HA hearing is pending but assistance to an applicant may be delayed pending the HA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the HA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the HA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the HA a copy of the appeal and proof of mailing or the HA may proceed to deny or terminate. The time period to request an appeal may be extended by the HA for good cause.

The request for an HA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the HA will:

Deny the applicant family

Defer termination if the family is a participant and qualifies for deferral

Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the HA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the HA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Payment Standards
Section 8 Program

BR SIZE	Published FMR	Payment Standard
0 BR	\$384	\$422
1 BR	\$523	\$575
2 BR	\$628	\$690
3 BR	\$789	\$867
4 BR	\$972	\$1,069

The City of Fall River is included in the Providence and Warwick, Rhode Island statistical area for determination of Income Limits and FMR's.

The market for Fall River is distinct from the Providence and Warwick markets. Fall River has a significant vacancy problem. The vacancy rate in the core city has decreased and there is continuing pressure to pay increased rents..

Our knowledge of the local market is summarized in the rent chart as shown above.

The rent reasonableness is factored into all decisions on what rent applies to any given unit but apartments in the City can be reasonable categorized in the rates reflected in the Payment Standards as shown above.

FALL RIVER HOUSING RENT POLICIES

The Fall River Housing Authority has analyzed the QWHRA and is implementing the following rent structures for its Federally Aided Developments.

- 1) Percentage of Income
- 2) Flat Rents

FAMILY CHOICE

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 1. The family's income has decreased.
 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

THE FORMULA METHOD

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent which does not currently exist in Massachusetts

The family will pay the greater of the total tenant payment or the minimum rent of \$50, but never more than the Flat Rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

MINIMUM RENT

The Fall River Housing Authority has set the minimum rent at \$50. However if the family requests a hardship exemption, the Fall River Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or longterm nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship. If the Housing Authority determines there is a longterm hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

THE FLAT RENT

The Fall River Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Fall River Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family

The Fall River Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners. Current Flat Rents are attached as Appendix 1.

RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Fall River Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Fall River Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Fall River Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

Appendix 1
FLAT RENTS AS OF 4/1/2001
BASED ON FAIR RENT

FAMILY DEVELOPMENTS

BEDROOMS	All Sites 95%ile	Sunset Hill	Heritage Heights	Diafario	Turnkeys
1BR	\$337	\$250	\$275	\$325	\$325
2BR	\$398	\$300	\$325	\$375	\$375
3BR	\$444	\$325	\$350	\$400	\$400
4BR	\$470	\$350	\$375	\$425	\$425
5BR	\$601	\$450	\$475	\$525	\$525

ELDERLY DEVELOPMENTS

BEDROOM CATEGORY	RENT
0BR	\$275
1Br	\$350
2BR	\$400

FALL RIVER HOUSING AUTHORITY GRIEVANCE PROCEDURE

1.0 RIGHT TO A HEARING

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

2.0 DEFINITIONS

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

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Fall River Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drugrelated criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the Fall River Housing Authority or to class grievances. The Grievance Panel shall be informally polled on all cases where the Authority determines that the Grievance procedure is not appropriate.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Fall River Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- 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 resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and

to present any affirmative legal or equitable defense which the resident may have; and

4. A decision on the merits.
5. The Authority will take no action until the Grievance Panel acts on the matter and the resident receives the decision in writing.

D. **"Grievance Panel"** shall mean the panel selected in accordance with paragraph 4.2 of these procedures to hear grievances and render a decision with respect thereto.

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

1. Who resides in the unit and who executed the lease with the Fall River Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.

F. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Fall River Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Fall River Housing Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the 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 resident is not satisfied.

4.0 PROCEDURES TO OBTAIN A HEARING

4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

4.2 SELECTION OF A HEARING OFFICER

The Grievance Panel shall consist of 2 representatives of the Fall River Housing Authority, 2 representatives of the Fall River Housing Authority Joint Tenants Council and 1 impartial person. The Fall River Housing Authority and the Fall River Housing Authority Joint Tenants Council may also designate up to 3 alternate members to serve in the absence or disqualification of a permanent member. The impartial member shall be selected through negotiations between the 2 parties.

A grievance hearing shall be conducted by an impartial person appointed by the Fall River Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Fall River Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Fall River Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

4.3 FAILURE TO REQUEST A HEARING

If the resident does not request a hearing in accordance with this section, then the Fall River Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Fall River Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

4.4 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

4.5 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Fall River Housing Authority claims is due, the resident shall pay to the Fall River Housing Authority 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 resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Fall River Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Fall River Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Fall River Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Fall River Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

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

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Fall River Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Fall River Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Fall River Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Fall River Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Fall River Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Fall River Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision

unless the Fall River Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Fall River Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Fall River Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

MAINTENANCE POLICY

The Maintenance Department of the Fall River Housing Authority is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system

1.0 COMPONENTS OF A MAINTENANCE SYSTEM

The Fall River Housing Authority maintenance system shall include certain components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skills training program; and
- F. A long-range planning system.

By developing a maintenance system that has these components in place, the authority will have the tools it needs to control the performance of maintenance work at the Fall River Housing Authority.

1.1 PRIORITY SYSTEM

The work priorities adopted by the Fall River Housing Authority exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most costeffectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the Fall River Housing Authority are the following:

- A. Emergencies
- B. Scheduled Operations and Services
- C. Vacancy Preparation
- D. Resident On-Demand Requests

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the Authority will decrease on-demand work and maintain the property in a manner that will keep and attract good tenants.

1.2 DEVELOP PROCEDURES

The Maintenance Superintendent will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;
- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities; and
- D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS

The Maintenance Superintendent will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Housing Authority will take into consideration certain factors:

- A. Local housing codes;
- B. HUD Housing Quality Standards;
- C. Public Housing Assessment System (PHAS) standards;
- D. Fall River Housing Authority Collective bargaining agreements; and
- E. Fall River Housing Authority job descriptions.

Nothing in the documents listed above will prevent the Housing Authority from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

1.4 WORK ORDER SYSTEM

The Fall River Housing Authority shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (planned, inspection, resident, etc.)
- C. Priority assigned
- D. Location of work
- E. Date and time received
- F. Date and time assigned
- G. Worker(s) assigned
- H. Description of work requested (with task number)
- I. Description of work performed (with task number)
- J. Estimated and actual time to complete
- K. Materials used to complete work
- L. Resident charge
- M. Resident signature

1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, the Fall River Housing Authority recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in annual training.

The Director of Maintenance is responsible for developing a training curriculum for the departmental staff and working with personnel department staff to identify the means of delivering the training.

1.6 LONG-RANGE PLANNING

The Fall River Housing Authority will put in place a longrange maintenance planning capability in order to ensure the most cost-effective use of Authority resources and the maximum useful life of Authority properties.

The Maintenance Superintendent will develop a property-specific long-range planning process that includes the following components:

- A. A property maintenance standard;
- B. An estimate of the work required to bring the property to the maintenance standard;
- C. An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turnaround, inspection requirements and resident on-demand work;
- D. An estimate of the on-going cost of operating the property at the maintenance standard;
- E. A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive;
- F. A cost estimate to provide the specified capital improvements; and
- G. A revised work plan and cost estimate of maintaining property at the improved standard.

By developing a work plan, the Authority will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed at Housing Authority properties can be categorized by the source of the work. Each piece of work originates from a particular source-- an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

2.1 *RESPONDING TO EMERGENCIES*

Emergencies are the highest priority source of work. The Fall River Housing Authority will consider a work item to be an emergency if the following occur:

- A. The situation constitutes a serious threat to the life, safety or health of residents or staff; or
- B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the Fall River Housing Authority shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies. The designated employee shall prepare a work order and report on any emergency within twentyfour hours after abatement of the emergency.

2.2 *PREPARE VACANT UNITS FOR REOCCUPANCY*

It is the policy of the Fall River Housing Authority to reoccupy vacant units as soon as possible. This policy allows the Authority to maximize the income produced by its properties and operate attractive and safe properties.

The Maintenance Superintendent is responsible for developing and implementing a system that ensures an average turn-around time of seven (7) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Forecast unit preparation needs based on prior years' experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Maintenance Superintendent has the ability to create special teams for vacancy turnaround or to hire contractors when that is required to maintain Authority goals.

2.3 PREVENTIVE MAINTENANCE PROGRAM

Preventive maintenance is part of the planned or scheduled maintenance program of the Fall River Housing Authority. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

A. General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority for the Fall River Housing Authority.

The systems covered by the preventive maintenance program include but are not limited to:

1. Catch basins
2. Compactors
3. Condensate pumps
4. Electric transformer and emergency generators
5. Elevator equipment
6. Emergency lighting
7. Exhaust fans

8. Exterior lights
9. Fire extinguishers and other life safety systems
10. Heating plants
11. Mechanical equipment and vehicles
12. Sanitary drains
13. Air Conditioning equipment
14. Domestic water

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed. An assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

B. Roof Repairs/ Replacement

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Maintenance Superintendent is responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof
2. Warranties and/or guarantees in effect
3. Company that installed the roof
4. Expected useful life of roof
5. History of maintenance and repair
6. Inspection schedule

The authority maintenance staff will usually undertake only minor roof repairs. Therefore there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.

C. Vehicle/Equipment Maintenance

The Fall River Housing Authority will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The vehicles and equipment to be covered include:

1. Cars, trucks and vans
2. Tractors
3. Bobcats
4. Snow blowers
5. Leaf blowers
6. Weed cutters
7. Lawn Mowers
8. Chain saws

The Maintenance Superintendent is responsible for the development of this plan which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Maintenance Superintendent shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

C. Lead-Based Paint

The Fall River Housing Authority is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Director of Maintenance shall have the authority and responsibility to

direct all activities associated with lead hazard control. The control plan will include such activities as:

1. Detecting the possible presence of lead paint;
2. Protection of residents and workers from lead-based paint hazards;
3. Surface protection of non-painted surfaces;
4. Equipment use and care;
5. Paint quality; and
6. Method of application.

Other responsibilities include directing training sessions, issuing special work orders, informing residents, responding to cases of children with elevated blood lead levels, correcting lead-based paint hazards on an emergency repair basis, and any other efforts that may be appropriate.

The Fall River Housing Authority's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

C. Life Safety Systems

The Fall River Housing Authority shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Director of Maintenance shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

1. Fire alarms and fire alarm systems
2. Fire extinguishers
3. Fire hoses
4. Emergency generators
5. Emergency lighting
6. Smoke detectors

7. Sprinkler systems

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

2.4 *INSPECTION PROGRAM*

The Fall River Housing Authority's goals of efficiency and costeffectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities -- the dwelling units, the grounds and building exteriors, and major service systems.

A. Dwelling Unit Inspections

The unit inspection system of the Fall River Housing Authority has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff of the Fall River Housing Authority knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Director of Management is responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.

The management staff shall perform the unit inspection program of the Fall River Housing Authority. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the Fall River Housing Authority inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 30 days of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a

contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

B. Building and Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

1. Hallways
2. Stairwells
3. Community room and other common space such as kitchens or public restrooms
4. Laundry facilities
5. Lobbies
6. Common entries
7. Basements
8. Grounds
9. Porches or patios
10. Parking lots
11. Sidewalks and fences
12. Lawns, shrubs and trees
13. Trash compactors or collection areas

14. Building foundations

An inspection form will be developed for common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are recorded on work order within twenty-four hours of the inspection. The Fall River Housing Authority will complete all inspection-generated work items within thirty (30) days of the inspection.

Nothing in this policy shall prevent any Fall River Housing Authority staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the site manager of the appropriate property.

C. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty-four hours and completed within thirty (30) days.

2.5 SCHEDULED ROUTINE MAINTENANCE

The Fall River Housing Authority includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The Fall River Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Director of Maintenance will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed Authority personnel.

The extermination plan will begin with an analysis of the current condition at each property. The Director of Maintenance shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention

shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of movein. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

B. Landscaping and Grounds

The Fall River Housing Authority will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

1. Litter control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences
6. Snow removal (when required by climate)

The Maintenance Superintendent shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;
3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and

4. A separate snow removal plan including a schedule for preparing equipment for the season and the procurement of other necessary materials and supplies.

C. Building Exteriors and Interior Common Areas

The appearance of the outside of Authority buildings as well as their interior common areas is important to their marketability. Therefore, the Fall River Housing Authority has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Lobbies
2. Hallways and stairwells
3. Elevators
4. Public restrooms
5. Lighting fixtures
6. Common rooms and community spaces
7. Exterior porches and railings
8. Building walls
9. Windows

The Maintenance Superintendent is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building
2. A list of tasks required to maintain that standard
3. The frequency with which the tasks must be performed
4. A list of materials, equipment and supplies required to perform the tasks.

D. Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the Fall River Housing Authority will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Methods of application approved
6. Lead paint testing and abatement if required

The plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will be included including the conditions under which a resident will be allowed to paint his or her own unit.

2.6 RESIDENT ON-DEMAND SERVICE

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the Fall River Housing Authority to complete these work requests within seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, the Fall River Housing Authority believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

3.0 CONTRACTING FOR SERVICES

The Fall River Housing Authority will contract for maintenance services when it is in the best interests of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a

given task. When the employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the Fall River Housing Authority Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Director of Maintenance will work with the Procurement Department to facilitate the contract award. The Director will be responsible for the contribution of the Maintenance Department to this process. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

PEST CONTROL POLICY

The Fall River Housing Authority recognizes the importance of pest and vermin control in providing a living environment of adequate health and safety for its residents. To achieve this control the authority has adopted a pest control policy that will be implemented by the Director of Management.

PEST CONTROL AND EXTERMINATION

The Fall River Housing Authority will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Authority has determined that the most cost-effective way of delivering the treatments is the use of a licensed private contractor.

The extermination plan will require that the Contractor visit each site once per week on a schedule determined by the Director of Management. The Director of Management shall make sure that this schedule provides adequate treatment to address any existing infestation. Special attention shall be paid to cockroaches. The schedule includes frequency and locations of treatment. Different schedules may be required for each property. Additional treatments may be required at times other than the scheduled visits and the individual Site Managers inform the extermination contractor of the specific additional needs and arrange for proper treatment.

Resident cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week and again twenty-four hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

Payment Standards
Section 8 Program

BR SIZE	Published FMR	Payment Standard
0 BR	\$384	\$422
1 BR	\$523	\$575
2 BR	\$628	\$690
3 BR	\$789	\$867
4 BR	\$972	\$1,069

The City of Fall River is included in the Providence and Warwick, Rhode Island statistical area for determination of Income Limits and FMR's.

The market for Fall River is distinct from the Providence and Warwick markets. Fall River has a significant vacancy problem. The vacancy rate in the core city has decreased and there is continuing pressure to pay increased rents..

Our knowledge of the local market is summarized in the rent chart as shown above.

The rent reasonableness is factored into all decisions on what rent applies to any given unit but apartments in the City can be reasonable categorized in the rates reflected in the Payment Standards as shown above.

PET POLICY

1 This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

2 The Fall River Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference, and in family developments.

3 Prior to housing any pet on the premises the resident shall apply to the Authority for a pet permit which shall be accompanied by the following:

- a) A current license issued by the City of Fall River, if applicable; and
- b) Evidence that the pet has been spayed or neutered, as applicable; and
- c) Evidence that the pet has received current rabies and distemper inoculations or boosters, as applicable, and
- d) Evidence of payment of refundable \$0 pet deposit.

4 All residents with pets permitted to be kept shall comply with the following rules:

- a) Permitted pets are domesticated dogs, cats, birds, and fish aquariums. The weight of the dog or cat may not exceed Forty (40) pounds (adult size).
- b) Only one pet per household will be permitted. (fish & birds may be kept in higher numbers if they do not create a nuisance)
- c) Dogs and cats must be licensed yearly and residents must show proof of annual rabies and distemper booster inoculations required by state or local law.
- d) Vicious and/or intimidating dogs will not be allowed. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. The FRHA shall be the final arbiter on this matter.
- e) All dogs and cats must be spayed or neutered, as applicable. A pet that is brought into the household before it has matured enough to be spayed or neutered shall be spayed or neutered when it reaches sufficient maturity.

- f) Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundromats, community rooms, yards or other common areas of the facility.
 - g) When taken outside the unit, dogs and cats must be kept on a leash, controlled by an adult.
 - h) Birds must be confined to a cage at all times.
 - i) Residents shall not permit their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities.
 - j) Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
 - k) Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on facility grounds. Droppings must be disposed of by being placed in a sack and then placed in a refuse container outside the building.
- 5 Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- 6 If pets are left unattended for a period of twenty-four (24) hours or more, the Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provision of state law and pertinent local ordinances. The Housing Authority accepts no responsibility for the animal under such circumstances.
- 7 Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.
- 8 Residents are responsible for all damages caused by their pets, including the cost of cleaning of carpets and/or fumigation of units.
- 9 Residents are prohibited from feeding or harboring stray animals. The feeding of any stray animals shall constitute having a pet without written permission of the Authority.
- 10 Should any pet housed in the Authority give birth to a litter, the resident shall remove from the premises all of said pets except one.

11 Residents must identify an alternate custodian for pets in the event of resident illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Authority issuing a pet registration permit.

12 Visitors are not allowed to bring pets and the residents shall not engage in "pet-sitting."

13 The privilege of maintaining a pet in a facility owned and/or operated by the Authority shall be subject to the rules set forth above. This privilege may be revoked at any time, subject to the Authority Hearing Procedures, if the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the area of cleanliness and sanitation.

14 Should a breach of the rules set forth above occur, the authority may also exercise any remedy granted it in accord with appropriate state and local law

15 Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the fall river housing authority reserves the right to exterminate and charge the resident.

16 The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Fall River Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

17 The Fall River Housing Authority, or an appropriate community authority, may require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

18 The pet owner shall be solely responsible for the actions of their pets including but not limited to liability for bites.

19 Unless otherwise stated, all violations of this Pet Policy shall be subject to a hearing under the FRHA Grievance Procedure.

Section I. DESCRIPTION OF THE PARTIES AND THE LEASED PREMISES

The Fall River Housing Authority (referred to herein as LHA) leases to _____ (Tenant) _____ (the leased premises) with _____ bedrooms beginning _____, until termination as _____ (address and apartment #) provided herein.

The following persons, together with Tenant, are the members of Tenant's household (household members) authorized to occupy the leased premises with Tenant:

No other person may occupy the leased premises overnight for more than a total of twentyone (21) nights in any twelve (12) month period without LHA's written consent, as provided in Section V of this lease. The words "overnight" and "nights," as used in this lease, include daylight hours if the person regularly sleeps during the day rather than at night.

Section II. RENT

(A) Amount and Payment of Rent

Tenant shall pay the monthly rent of \$_____ in advance on or before the seventh (7th) day of each month beginning _____. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by LHA in accordance with Section IV of this lease.

During the term of this lease LHA shall accept as rent all payments which Tenant designates as rent. The acceptance of such rental payments by LHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of this lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

(B) Nonpayment of Rent - Delinquency and Lease Termination Notice

In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the LHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the LHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

(C) Nonpayment of Rent - Interest; Repayment Agreement; Possible Eviction and Costs

In the event that Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, LHA may charge Tenant interest at the rate of one percent (1%) per month (or the highest legally permissible interest rate, whichever is less) on the unpaid balance from the date the payment was due. If Tenant shows good cause for late payment to LHA and if LHA and Tenant enter a repayment agreement, LHA in its discretion may waive the interest charge. By charging interest for late payment of rent, LHA in no way excuses Tenant's breach of Tenant's obligation to pay rent, and LHA retains the rights to terminate the lease, to evict Tenant and Tenant's household, and to collect arrearages, constable fees and costs on account of the Tenant's failure to pay rent when due.

Section III. ELECTRICITY, HEATING FUEL AND GAS

Tenant shall pay the cost of the following if checked by LHA and initialed by Tenant:

Electricity [initials:] Heating Fuel [initials:] Gas [initials:]

LHA shall pay the cost of the items not so checked and initialed.

Section IV. ANNUAL AND INTERIM REDETERMINATIONS OF RENT

(A) Annual Redetermination; Tenant's Obligation to Submit Verified Information

LHA shall redetermine Tenant's monthly rent, once annually in accordance with applicable regulations or authorization of the Department of Housing and Community Development (the "Department") or the United States Department of Housing and Urban Development ("HUD")

Each notice of a redetermined rent shall be in writing and contain the following information:

1. The rental amount and the date when it will be effective;
2. The calculation of Tenant's monthly gross household income and monthly net household income used by LHA in determining Tenant's rent;
3. Tenant's right to, and the method of obtaining a hearing under the grievance procedure in the event of a factual error.

For purposes of redetermination of rent (and for determining continued eligibility and appropriateness of unit size), Tenant shall submit, within thirty (30) days after a request from LHA, signed, complete, and accurate statements and/or other information setting forth pertinent facts as to eligibility, income, exclusions, deductions, employment, and household composition of Tenant and Tenant's household. Tenant shall also provide authorization for LHA to obtain verification of such information from reliable sources with knowledge of the facts in order to insure its accuracy.

(B) Interim Redetermination on Account of Increased Income

An increase of ten percent (10%) or more in Tenant's monthly gross household income (the gross amount of income received by Tenant and household members during a month computed as provided in the Department's or HUD regulations) shall require a rent redetermination by LHA, and Tenant shall report any such increase (including any changes in income, exclusions and deductions) to LHA by the seventh (7th) day of the month following the increase together with authorization for verification.

Rent increases on account of such an increase will be effective no less than fourteen (14) days after LHA sends Tenant a notice of redetermined or adjusted rent; such notice may be sent before LHA verifies the increase. If Tenant fails to report an increase of ten percent (10%) or more in monthly gross household income (or to provide sufficient information upon which to calculate the rent) by the seventh (7th) day of the following month, any increase in redetermined or adjusted rent shall be effective retroactively so as to begin on the first day of the second month following the month in which the increase occurred.

(C) Receipt of Delayed Payments of Income

If Tenant or another household member receives delayed payments of income (such as receipt of retroactive wage increases or receipt of worker's compensation, SSI, or SSDI benefits for the time period while the claim for benefits was being determined), if such income has not been previously reported, Tenant shall report receipt of the income to LHA within seven (7) days after receipt. An additional rental amount shall be computed by the percentage set out in the Department's or HUD regulations and charged on account of so much of the income which, if not delayed, would have been paid at a prior time during Tenant's tenancy at LHA. Tenant shall pay the additional rental amount due on account of such income (without interest) upon receipt of a bill from LHA.

(D) Consequences of Nondisclosure or Misrepresentation of Income

If Tenant misrepresents, fails to disclose, or fails to disclose in a timely manner pertinent information affecting the Tenant's net household income, Tenant shall pay to LHA any rent which should have been paid but for Tenant's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment. Such misrepresentation or nondisclosure shall also constitute cause for termination of this lease and eviction if the consequent underpayment of rent was 10% or more of the monthly rent which should have been paid.

(E) Interim Redetermination on Account of Decreased Income

If Tenant's monthly gross household income decreases, rent shall be redetermined if the Tenant requests a redetermination and authorizes verification of the decrease. Any rent decrease shall be effective on the first rent payment day after LHA receives reliable verification of the decrease or at such earlier time as the LHA shall find to be warranted in the event that verification is delayed.

Section V. OCCUPANCY AND USE OF LEASED PREMISES

(A) Tenant and Household Members

Tenant shall not assign this lease and shall not sublet or transfer possession of the leased premises. Tenant shall not take in boarders or lodgers and shall not use or permit use of the leased premises for

any purpose other than as a private dwelling solely for Tenant and the other members of Tenant's household who are listed in Section I of this lease or who are listed on a subsequent written lease addendum. Tenant and each other household member must physically occupy the leased premises as his or her principal place of residence for at least nine (9) months during any twelve (12) month period unless good cause is shown for a longer absence, such as involuntary absence attributable to illness or absence of a household member who is a fulltime student. If Tenant or a household member without such cause shall fail to occupy the leased premises for the minimum of nine (9) months during any twelve (12) month period, Tenant shall delete such person from the lease within thirty (30) days of the failure.

(B) Guests

Tenant and other household members may have guests provided that Tenant shall be responsible for the conduct of any guest while in the leased premises or on LHA property and shall take reasonable steps to supervise the conduct of any guest, including a guest of a household member. No guest may stay overnight (as defined in Section I) for more than a total of twenty-one (21) nights in any twelve (12) month period without LHA's written approval of a temporary extension of the guest's stay. Tenant shall not accept any compensation from an overnight guest for his or her stay in the leased premises. If notwithstanding adequate supervision, a guest behaves in a manner which violates any of Tenant's Obligations set out in Section IX, among its remedies LHA may require that Tenant take steps to insure that the individual involved shall not be a guest of Tenant or of any household member again in the future. In addition, if a guest damages or destroys LHA property, among its remedies LHA may require that the Tenant shall pay the cost of repair or replacement.

Tenant shall notify LHA of the length of the stay of an overnight guest within a reasonable time following an overnight stay; such notice shall be confidential and, provided that the guest has not been barred from the premises and has not committed lease violations during his or her stay, the notice shall only be used by LHA for enforcement of the foregoing provision as to the permissible stay of a guest in the leased premises.

Each household member shall take reasonable steps to supervise the conduct of his or her guests. Failure of a household member to take such steps shall constitute good cause for LHA to request deletion of the household member from the lease in the manner provided in Section XI if his or her guest violates the provisions of the lease and the violation constitutes cause for termination of the lease but LHA in its discretion does not seek such termination.

If an individual, whom Tenant or a household member knows or should have known to have a history of serious crimes or of antisocial conduct, is a guest of Tenant or the household member, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease.

For purposes of this lease an employee of Tenant or of a household member, other than a personal care attendant, shall be deemed to be a guest.

(C) Personal Care Attendant

In the event Tenant or a household member has a disability and as a consequence of that disability requires the services of a full-time, live-in personal care attendant, any such personal care attendant, who is not paid for the fair value of his or her services to the disabled person, must be approved as an additional household member pursuant to Section XII of this lease prior to his or her residing in the leased premises. Any such full-time, live-in personal care attendant, who is to be paid for the fair value of his or her services to the disabled person, shall be screened in the same manner as an applicant for public housing and, if he or she is found to be qualified, he or she may reside in the premises without being added as a household member but at LHA's request shall verify that he or she is working fulltime as a personal care attendant for the disabled person and is receiving wages for the fair value of these services.

(D) Remaining Members of a Household

In the event that Tenant ceases to occupy the leased premises, one or more remaining members of Tenant's household may be given permission for continued occupancy, provided that: (1) Tenant is not relocating to public or assisted housing elsewhere and is current in his or her financial obligations to LHA and is not subject to eviction proceedings; (2) the remaining members of the household are eligible

and qualified for public housing and (excepting a newborn of a household member) have resided in the leased premises for at least one year, and; (3) at least one adult member (or emancipated minor member) of the household applies for and signs a new lease with LHA. In the event of divorce or separation between household members, one of whom is the Tenant, or entry of a protective order for one household member against another, a Massachusetts court with jurisdiction may determine who shall be eligible for continued occupancy, and if those persons do not include the Tenant named in this lease, the Tenant shall vacate. In the event that any such remaining members of Tenant's household are approved for continued occupancy, if the size of the leased premises is no longer appropriate for the household, such remaining members shall transfer to a smaller unit if and when offered by LHA.

(E) Other Legal Use of the Leased Premises

With the LHA's prior written approval, Tenant and household members may engage in legal profit making activities which are incidental to the primary use of the unit as a private dwelling if suitable general liability insurance coverage is provided insofar as LHA shall deem it necessary, and if the activities will: (i) not be likely to cause any disturbance or inconvenience to neighbors; (ii) comply with any applicable zoning and any applicable federal, state or local licensing requirements; (iii) not significantly increase utility or water consumption (unless Tenant separately pays for utilities); and (iv) not result in any other additional expense to LHA. At any time LHA may withdraw permission if any of these conditions are violated.

(F) Appropriate Unit Size: Maximum Persons

The leased premises are to be considered of appropriate unit size so long as Tenant, other household members, and any fulltime, live-in personal care attendant, who are the opposite sex, age eight (8) or over, excepting husband and wife (or those living as husband and wife), do not have to share a bedroom, and so long as no more than two (2) persons share any bedroom. Husband and wife (or those in a similar living arrangement) must share a bedroom as must same sex household members. Persons of the opposite sex, age eight (8) or over, may share a bedroom at the Tenant's irrevocable election, and if such an election is made the leased premises will be deemed to be of appropriate unit size even if a bedroom is so shared.

Exceptions may be made under applicable regulations or authorizations of the Department or HUD. In no event shall Tenant permit more occupants than the number of occupants permissible under the provisions of the State Sanitary Code to occupy the leased premises. In no event shall Tenant request authorization of a household with members in excess of such number of permissible occupants.

Section VI. TRANSFERS

(A) Decreases in Household Size

In the event that the size of Tenant's household decreases by one or more members and as a consequence the leased premises are no longer of appropriate unit size, unless an exception is provided by law, upon availability of a smaller unit of appropriate unit size, LHA shall offer to lease such unit to Tenant who shall have thirty (30) days within which to sign a new lease and to move to the unit of appropriate unit size. Following expiration of thirty (30) days, Tenant shall vacate the leased premises.

(B) Increases in Household Size

In the event that one or more household members are added to this lease as provided in Section XII and as a consequence the appropriate unit size for the household increases, LHA shall approve an application to transfer the household to a larger unit of appropriate unit size upon availability provided that: (1) there are and have been no serious violations of the lease within the preceding two (2) years; (2) Tenant is current in rent, charges and fees owed to LHA; and (3) Tenant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

(C) Transfers for Modernization Work

In the event modernization work is to be undertaken involving the leased premises, LHA shall give written notice about the work and offer to transfer Tenant's household to another unit of appropriate unit size upon availability. Upon notice of availability of such a unit, Tenant shall have thirty (30) days within which sign a lease for and to move to the other unit. Following expiration of thirty (30) days from the notice of availability, Tenant shall vacate the leased premises.

(D) Other Reasons for Transfer

LHA may approve an application for transfer pursuant to applicable state or HUD regulations or authorization of the Department or HUD.

Section VII. HAZARDOUS CONDITIONS

(A) Report and Repair of Hazardous Conditions

If, as a consequence of damage to the leased premises or the building of which it is part, conditions are created which are imminently hazardous to the life, health, or safety of the Tenant's household, Tenant shall immediately report the conditions to LHA. LHA shall make its best efforts to repair the damage within a reasonable time and shall prioritize such repairs in its repair schedule. If the damage was caused by Tenant, other household member or guest the cost of repairs shall be charged to and paid by Tenant.

(B) Temporary Alternative Accommodations During Prolonged Repairs

If such imminently hazardous conditions exist, LHA shall offer alternative temporary accommodations in an appropriately sized vacant unit, if available, in the event that repairs necessary to correct the hazardous conditions cannot be made within a reasonable time, provided that the damage was not caused by Tenant, other household member or guest. Tenant shall have the same obligations, including the same rental obligation, for these temporary accommodations as for the leased premises but shall move back to the leased premises forthwith upon notice that necessary repairs have been made.

(C) Abatement of Rent During Prolonged Repairs

If such imminently hazardous conditions exist, LHA shall abate Tenant's rent for the leased premises by a percentage commensurate with the percentage loss in its value as a dwelling provided that: (1) repairs necessary to correct the hazardous conditions cannot be made within a reasonable time; (2) Tenant has not been notified that alternative temporary accommodations are available; and, (3) the damage was not caused by Tenant, other household member or guest.

Section VIII. LHA OBLIGATIONS

LHA has the following obligations:

(A) Initial Condition of Leased Premises

To deliver the leased premises in decent, safe and sanitary condition at initial occupancy in conformity with the requirements of Chapter II of the State Sanitary Code.

(B) Heat

To provide and maintain in good condition a heating system and to supply legally requisite heat during the period from September 15 through June 15 of each year, unless the Tenant is required to supply heating fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of heat.

(C) Hot Water

To provide and maintain in good condition a hot water heater and to supply legally requisite hot water in sufficient quantity and pressure for ordinary use unless the Tenant is required to supply the fuel and fails to provide adequate fuel or is otherwise responsible for the lack or inadequacy of hot water.

(D) Extermination

To provide extermination services as necessary. Tenant may be charged for special extermination services required as a consequence of Tenant's failure to keep the leased premises in a clean and sanitary condition or failure to properly prepare the leased premises for scheduled extermination services.

(E) Maintenance of Structural Elements

To maintain the structural elements of the building containing the leased premises.

(F) Maintenance of Common Areas

To maintain the common areas of the building open to the household.

(G) Appliances

To provide a stove and the following additional appliances if any, in safe condition and working order at initial occupancy: _____

(Specify any additional appliances to be provided by LHA)

(H) Locks

To provide new door locks or rekeyed door lock cylinders at the beginning of the tenancy, and thereafter to rekey door lock cylinders within a reasonable time of Tenant's request and at Tenant's expense. To rekey locks promptly upon request of a household member who has obtained a restraining order which is in force against another household member on account of domestic violence and to waive charges for the cost where circumstances warrant.

(I) Notice of Tenant's Right to Grieve

To notify Tenant in writing of the specific grounds for any proposed adverse action against Tenant by LHA and to notify Tenant of Tenant's right to request a grievance hearing and the process to be used in circumstances where the Tenant has a right to such a hearing if requested.

(J) Emergency Repairs

To use best efforts to make emergency repairs or otherwise correct conditions which are imminently hazardous to the life, health or safety of Tenant or other household members within a reasonable time after receiving notice and to take other measures specified in Section VII regarding hazardous conditions.

(K) Non-emergency Repairs

To use best efforts to complete all reasonably required non-emergency repairs of the leased premises within a reasonable time after receiving notice.

(L) Confidentiality of Records

To preserve the confidentiality of records of Tenant and other household members in accordance with and to the extent provided by 760 CMR 8.00 and other applicable law.

(M) Respect of Tenant's Right to Join a Tenant Organization

To respect Tenant's right to organize and/or join a tenant association and/or a tenant organization.

(N) Copies of Rules

Notify Tenant of changes in pertinent rules, policies and regulations affecting the Tenant's tenancy and provide, after a request by Tenant, copies of any such rules, policies and regulations, provided that there may be a charge for such copies if the Tenant has previously been provided with the material.

(O) Prompt Redetermination of Rent

To redetermine rents promptly at the time of annual redetermination and at the time of any interim redetermination as provided in Section IV and to take appropriate steps to obtain verification of increases or decreases in income promptly.

(P) Prompt Processing of Applications for Transfer

To process applications for transfer promptly.

(Q) Prompt Processing of Applications to Add a Household Member

To process applications which seek to add a household member promptly and to determine the qualification of each such proposed household member pursuant to 760 CMR 5.00 promptly.

(R) Eviction Proceedings Against Others

To commence eviction proceedings against another tenant if LHA determines that such proceedings are warranted under the circumstances and likely to succeed against other such tenant on account of behavior by such tenant, other household member or guest which has jeopardized the health or safety of Tenant or other household member named in this lease.

(S) Assistance to Victims of Domestic Violence

To provide assistance which the LHA may determine to be reasonable and appropriate to a household member who is a victim of domestic violence.

Section IX. TENANT'S OBLIGATIONS

Tenant has the following obligations which are material conditions of Tenant's tenancy:

(A) Payment of Rent

To pay rent as provided in Sections II and IV.

(B) Payment for Utilities

To pay the cost of any utilities specified in Section III and to provide sufficient fuel for heat and hot water if provision of fuel is Tenant's responsibility pursuant to Section III.

(C) Transfer

To transfer to a unit of appropriate unit size because of decreases in household size as provided in Section VI (A) or because of modernization work as provided in Section VI (C).

(D) Proper Conduct on Housing Authority Property

To conduct himself/herself, (and to cause each other household member and any guest of Tenant or of another household member to conduct themselves) in a peaceful manner and in a manner which will not injure, endanger, harass or disturb other residents, LHA employees, or other persons lawfully on the LHA's property.

(E) No Threats, Harassment or Nuisance

To refrain from (and to cause each household member and guest to refrain from) unlawful threats or harassment directed against LHA's officers or employees, other residents and others lawfully on the leased premises or on LHA property. To create or maintain no nuisance (and to cause each household member and guest to create or maintain no nuisance) in the leased premises or on LHA property.

(F) No Crimes On or Near the Leased Premises

To refrain from (and to cause each household member to refrain from) any and all criminal conduct in the leased premises, on LHA property or in its vicinity (1) which interferes with or threatens to interfere with the rights of other persons to live quietly, securely and peaceably, (2) which adversely affects or threatens to adversely affect the health, safety, or quality of life of other persons, including LHA officers and employees, residents and others lawfully on the property or in its vicinity, or (3) which adversely affects or threatens to adversely affect the security of property owned by others, including the LHA, its officers and employees, residents and others lawfully on the property or in its vicinity. Such criminal conduct shall also include but not be limited to the criminal conduct specified in Sections X (E) (2) and (3) of this lease.

(G) No Serious Crimes Outside Housing Authority Property

In addition to the foregoing obligation to refrain from criminal activity in the leased premises and on LHA property and its vicinity, to refrain from and to cause each household member to refrain from commission of any serious criminal act which involves: (1) violence against any other person, even if not on LHA property or in its vicinity, (such a crime includes but is not limited to murder, attempted murder, assault and battery with a dangerous weapon, robbery, rape, and indecent assault); (2) sexual misconduct with a child; or (3) the sale or distribution of a controlled substance.

(H) No Disturbances or Loud Noise

To refrain from (and to cause each household member and guest to refrain from) making or creating loud noise or noises, which unreasonably disturb or are likely to unreasonably disturb neighbors, including the LHA's employees. As part of this obligation, Tenant shall refrain (and shall cause each household member and guest to refrain) from playing televisions, radios, CD players, tape players, musical instruments, and the like at a high volume which unreasonably disturbs or is likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from holding parties or group gatherings in the leased premises which unreasonably disturb or are likely to unreasonably disturb neighbors. Tenant shall refrain from and shall cause household members and guests to refrain from making loud noise in common areas, roadways, parking areas or elsewhere on or in the vicinity of LHA's property which unreasonably disturbs or is likely to unreasonably disturb neighbors, including but not limited to: (1) unnecessarily noisy operation of any motor vehicle including the operation of any motor vehicle without a working muffler, (2) unreasonably loud indoor or out-of-door parties or gatherings, (3) unreasonably loud or raucous individual behavior, and (4) other activities or behavior which create disturbance or unreasonably loud noise. Tenant shall immediately take effective measures to bring his or her own behavior and the behavior of household members and guests into compliance with this subsection upon request of an officer or employee of LHA or any other person.

(I) Maintaining Clean and Sanitary Condition of Leased premises

To keep (and to cause each household member and guest to keep) the leased premises in a clean and sanitary condition and promptly to remedy any lack of cleanliness or lack of sanitary condition. Tenant shall not create any condition which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person. Tenant and household members shall comply with all applicable obligations imposed upon them by the State Sanitary Code.

(J) Disposal of Garbage and Trash

To dispose (and to cause each household member and guest to dispose) of all garbage, trash and refuse properly in accordance with rules established by LHA and in compliance with state and local law. Prior to disposal Tenant shall keep garbage, trash and refuse in secure bags or containers in a manner which will not attract rodents or insects or cause offensive odors.

(K) Maintaining Safe Condition of Leased Premises

To keep (and cause each household member and guest to keep) the leased premises in safe condition. There shall be no storage of flammable liquids or hazardous substances in the leased premises or elsewhere on LHA's property, unless such liquids or substances are normal household items and are properly stored. No hazardous waste of any sort shall be stored in the leased premises, and all hazardous waste, including used motor oil, shall be properly disposed of by the Tenant.

(L) Use and Care of Plumbing and Other Utility Services

To use (and to cause each household member and guest to use) the plumbing fixtures and plumbing and all other utility services properly and solely for their intended uses; not to dispose (and to cause each household member and guest not to dispose) of any oil, hazardous wastes, garbage (excepting garbage processed through a garbage disposal), or trash through the drains or the toilet. Tenant, household members and guests shall not tamper with or attempt repairs to the wiring, gas lines or plumbing and shall not overload electrical circuits or extension cords. All lamps and electrical appliances belonging to Tenant or a household member shall be properly wired. In the event electrical, gas or plumbing repairs to the leased premises shall be necessary, Tenant shall not attempt such repairs but shall immediately notify LHA about the need for repairs. Tenant, household members, and guests shall use any elevator and any common appliance properly.

(M) Damage

To refrain from damaging (and to cause each household member and guest to refrain from damaging) the leased premises or any other property of LHA. In the event damage occurs Tenant shall promptly notify LHA about the damage and the cause of the damage.

(N) Payment for Damage

To pay the cost of labor and materials reasonably necessary to repair or replace property of LHA lost, removed, damaged or destroyed by the negligence or the intentional act of Tenant, other household member or guest; to pay all costs resulting from misuse of the plumbing or other utility service or from misuse of an elevator or a common appliance; and to make such payment within thirty (30) days following Tenant's receipt of an itemized bill from LHA, which may post a list of reasonable standard charges for repair of damage.

(O) Pets Policy

Not to keep any pets or other animals and not to permit pets or other animals to be kept in the leased premises or elsewhere on LHA property on a temporary or permanent basis, excepting reasonably quiet birds in cages or fish in tanks, without the written permission of LHA in accordance with its rules or policies.

(P) Major Appliances and Heavy Items

Not to install or operate any major appliances (such as washers, dryers, air conditioners or freezers) or any heavy items (such as waterbeds) without the prior written approval of LHA in accordance with any applicable rules or policies.

(Q) Rules, Policies and Regulations

To comply with the rules and policies (and to cause each household member and each guest to comply with the rules and policies) established by LHA for the housing development of which the leased

premises are a part pursuant to Section XX; and to comply with applicable regulations of the Department or HUD.

(R) Alterations to the Leased Premises

To make (and to cause each household member or guest to make) no alterations or additions to the interior of the leased premises or to the exterior of the building containing the leased premises or to the grounds without the prior written approval of LHA. An approved alteration or addition which cannot be removed without damage to the leased premises, building or grounds shall not be removed and shall become the property of LHA at the time when Tenant vacates, unless Tenant shall first have deposited with LHA sufficient funds to pay for any damage resulting from removal and shall have received the written consent of LHA to the removal.

(S) Guests

To oversee and supervise the conduct of all guests of Tenant and other household members and to permit overnight guests only in accordance with and subject to the provisions of Section V(B).

(T) Use and Occupancy of the Leased Premises

To use and occupy the leased premises only in accordance with the provisions set out in Section V.

(U) Vacating the Leased Premises

To vacate promptly upon termination of the lease and to leave the leased premises clean, free of garbage and trash and in as good a condition as existed at the time of commencement of the lease or at the time of a subsequent modernization, normal wear and tear, excluded.

(V) Smoke Detectors

To keep all smoke detectors in the leased premises unobstructed at all times; not to tamper with or render inoperable any smoke detector, heat detector, sprinkler, or any part of a fire detection or fire prevention system (including the removal of the battery from a batteryoperated smoke detector) on LHA's property; and to notify LHA immediately of the malfunction or inoperability of any smoke detector in the leased premises; to replace uncharged batteries in any batteryoperated smoke detector as necessary to maintain its operation or to notify LHA immediately of the need for such replacement.

(W) Access to the Leased premises

To permit access to the leased premises by LHA as provided in Section XV and not to replace, add or rekey any locks.

(X) Payment of Constable Costs and Court Filing Fees

To pay the expenses incurred by LHA as a result of Tenant's breach of any term of this lease, including filing fees, constable costs, and moving and storage costs in eviction actions commenced on account of any such breach.

(Y) Wage, Tax and Bank Match; Social Security Numbers

To participate and cause household members to participate in any wage, tax, and/or bank match system required by the Department or HUD and permissible under law and to provide upon request the information and authorizations necessary for such a wage, tax, and/or bank match. Subject to any applicable law, to provide and to cause each other adult household member to provide LHA with his or her social security number, and to authorize use of such social security number for use by LHA for verification of income and assets of the household through the Massachusetts Department of Revenue's integrated tax, wage reporting, and bank match systems or similar means of verification.

Section X. TERMINATION OR VOIDING OF LEASE

(A) Termination by Tenant

This lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice to LHA.

(B) Voiding by LHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be annulled and made void by LHA for any of the reasons set out in M.G.L. c. 139 §19. In the event that grounds shall exist for so voiding the lease and in the event LHA shall determine to use the procedure set out in M.G.L. c. 139 §19, LHA shall give to Tenant a written notice of voiding lease, which shall state the reason for voiding the lease, prior to LHA's seeking an injunction or execution for possession in court. There shall be no grievance hearing prior to the court proceeding.

(C) Termination by LHA

This lease and occupancy of the leased premises by Tenant and Tenant's household members may be terminated by LHA for any of the following reasons:

- (1) Tenant's failure to make timely payment of rent in violation of Sections II (A) and IV.
- (2) Breach or violation by Tenant, a household member, or guest of any of the occupancy obligations and restrictions set out in Sections I and V.
- (3) Criminal conduct, threats, harassment, or nuisance by Tenant, a household member, on LHA's property, including the leased premises, or in its vicinity, in violation of Section IX (E) and (F). This criminal conduct includes but is not limited to the criminal conduct described in Section X (E)(2) and (3).
- (4) Commission of a serious crime involving violence against another person by Tenant or by a household member, even if not on LHA property or its vicinity, at any time while the lease is in effect, in violation of Section IX(G).
- (5) The conduct of a guest, including a guest of a household member, if the conduct of the guest in the leased premises or on LHA property violates the provisions of this lease and the conduct would be grounds for termination of the lease if committed by Tenant and if the Tenant knew beforehand or should have known beforehand that the guest would engage in misconduct or if Tenant failed to take reasonable steps to supervise the guest.
- (6) In the event that Tenant has knowledge of a court order barring a person from the leased premises or from LHA property, or in the event a household member has been deleted from the lease by Tenant at the request of LHA, the Tenant's failure to take all necessary steps to exclude the person from the leased premises.
- (7) Income which exceeds the maximum allowable for a household under applicable regulations or authorization, provided that LHA may provide an exemption for upto six (6) months if Tenant can establish hardship which prevents an earlier relocation of the household to unsubsidized housing.
- (8) Failure by the Tenant or a household member to supply complete and accurate information necessary for a rent determination or for a determination of eligibility for continued occupancy. Failure by Tenant or a household member to give requisite authorization for verification of eligibility, income, employment and household composition. Failure to provide a social security number as required in Section IX (Y), or to participate in a wage, tax or bank match as required in Section IX (Y).
- (9) Failure to supply complete and accurate information in Tenant's application for public housing or in a request for a priority or preference status or in the documentation submitted in support of Tenant's application for public housing, or request for a priority or preference status, if complete and accurate information would have provided: (a) cause for finding Tenant ineligible or unqualified for public housing; (b) cause for determining Tenant not entitled to the priority or preference status which Tenant received; (c) cause for housing Tenant in a smaller unit; or (d) cause for establishing a materially higher rent.
- (10) Failure to sign a lease, lease amendment or lease addendum containing lease provisions authorized by the Department or HUD or required by applicable regulations or by applicable law; failure to sign lease provisions required by changes in size or income of Tenant's household.
- (11) Failure to vacate in the event of a decrease in household size, as provided in Section VI (A), or in the event of modernization work, as provided in Section VI (C).
- (12) Failure by Tenant or by a household member to physically occupy the leased premises as his or her primary residence for at least nine (9) months in any twelve (12) month period except as provided in Section V (A).
- (13) A guest's staying overnight for more than a total of twentyone (21) nights in a twelve (12) month period without LHA's written approval.
- (14) Repeated failure by Tenant to report the length of the stay of an overnight guest within a reasonable time following the stay.
- (15) The FRHA has reasonable cause to believe that the resident engages in drugrelated activity (42USC 1437d(1) on or off the premises not just near or on the premises.**

(16) The FRHA has reasonable cause to believe that the resident engages criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or FRHA personnel.

(17) The FRHA has reasonable cause to believe that the resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or FRHA personnel.

(18) Breach or violation by Tenant or a household member of any one of the other obligations set out in Section IX of this lease.

(19) Resident or an adult member of the household has failed to comply with the Community Service or Self Sufficiency requirements of HUD and as delineated in the FRHA's Admissions and Continued Occupancy Plan. This applies to Federal Sites only.

(20) Other good cause.

(D) LHA's Notice of Termination of Lease

Prior to terminating this lease and the underlying occupancy of Tenant and Tenant's household members, LHA shall give to Tenant a written notice of termination of lease which precedes the date of termination by:

- (1) at least fourteen (14) days in the case of failure to pay rent;
- (2) a reasonable time considering the seriousness of the grounds for termination (but not to exceed fourteen (14) days) when the grounds (other than nonpayment of rent) are such that no grievance hearing is required; or
- (3) no less than thirty (30) days in any other case.

The notice of termination of lease shall state the reason for termination of the lease. It may include a notice to quit. If Tenant is entitled to a grievance hearing under subsection (E) of this section, the notice of termination of lease shall specify that, within seven (7) days following the date on which notice is given, Tenant has the right to request such a hearing and shall specify the process to be used in making the request.

(E) Administrative Hearing Prior to Lease Termination in Certain Instances

If LHA shall give notice of termination of lease to Tenant, within ten (10) days after the notice has been given, the Tenant may request a grievance hearing regarding whether good cause exists for terminating the lease, except that pursuant to M.G.L. c.121B, §32 no grievance hearing shall be required. For Sections 2 and 3 below the Grievance Panel must be apprised of the violation and verbally concur with the decision to proceed with eviction.

- (1) in the event of nonpayment of rent
- (2) in the event LHA has reason to believe that Tenant or a household member:
 - (a) has unlawfully caused serious physical harm to another tenant or an employee of LHA or any other person lawfully on LHA's property.
 - (b) has unlawfully threatened to seriously physically harm another tenant or an employee of LHA or any person lawfully on LHA's property.
 - (c) has unlawfully destroyed, vandalized or stolen property of a tenant or of LHA or of any person lawfully on LHA's property, if such conduct creates or maintains a serious threat to the health or safety of a tenant, an LHA employee, or any other person lawfully on LHA's property.
 - (d) has unlawfully possessed, carried, or kept a weapon on or adjacent to LHA's property in violation of M.G.L. c. 269, §10.
 - (e) has unlawfully possessed or used an explosive or incendiary device on or adjacent to LHA's property or otherwise violated M.G.L. c. 266, §§ 101, 102, 102A or 102B.
 - (f) **has engaged in drug-related activity (42USC 1437d(1) on or off the premises not just near or on the premises.**
 - (g) **has engaged criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other residents or FRHA personnel.**
 - (h) **resident abuses alcohol in such a way that may interfere with the safety, health or right to peaceful enjoyment of the premises by other residents or FRHA personnel.**
 - (i) has engaged in behavior which would be cause for voiding this lease pursuant to the provisions of M.G.L. c. 139, §19.

(3) in the event LHA has reason to believe that a guest of Tenant or a guest of another household member has engaged in any of the behavior listed in paragraph (2) and that Tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct.

(F) Procedure at a Grievance Hearing on Lease Termination

A written request for a grievance hearing shall be made by Tenant to the LHA within seven (7) days after notice of termination of lease has been given to Tenant. The grievance hearing shall be held pursuant to LHA's grievance procedure.

LHA shall schedule a grievance hearing within thirty (30) days from receipt of the request for a hearing and at least fifteen (15) days prior to the date of termination set out in the notice of termination. Reasonable notice shall be given to Tenant.

In cases where Tenant has properly requested a grievance hearing, LHA shall not institute an action for summary process pending the hearing and a decision in LHA's favor or other disposition without a decision on the merits.

At the grievance hearing any additional reason for termination of the lease, which arose subsequent to the date of the notice of termination of lease, shall be considered so long as LHA gives Tenant written notice of the additional reason, not less than three (3) days before the hearing or, if a reason for eviction shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days notice to consider such additional reason.

(G) Summary Process Court Actions

If a grievance hearing is not required or is not requested, after the expiration of the deadline in the notice of termination of lease or notice to quit, if Tenant and Tenant's household members have failed to vacate, LHA may institute an action for summary process or other appropriate judicial action. If the decision following a grievance hearing is in LHA's favor or if there is a disposition without a decision on the merits and the deadline in the notice of termination of lease or notice to quit has expired but Tenant or any of Tenant's household members has failed to vacate, LHA may institute an action for summary process or other appropriate judicial action.

Section XI. DELETION OF A HOUSEHOLD MEMBER FROM THE LEASE

Tenant may delete a household member named in Section I of this lease or in a lease addendum by a written lease addendum signed by Tenant and LHA. In the event that the conduct of a household member is such as to constitute cause for termination of the lease under Section X, but LHA in its sole discretion determines that eviction of Tenant is not required so long as the misbehaving household member ceases occupancy in the leased premises, LHA may request that Tenant delete the household member as a person authorized to live in the leased premises. A request by LHA for deletion shall specify the reason why deletion is requested. Notwithstanding a request to delete a household member, LHA may issue a notice of termination of lease on account of the same conduct of the household member about which a request for deletion is made. In the event a household member has been deleted at the request of LHA, Tenant shall not permit such person to be a guest thereafter.

Section XII. ADDITION OF A HOUSEHOLD MEMBER TO LEASE

LHA Approval of an Additional Member Required Prior to Occupancy

Before any person not named in this lease may be added as a household member, Tenant and the person involved shall have applied in writing to LHA for approval of a household including such person and LHA shall have approved the application. The enlarged household shall meet all applicable eligibility requirements for a household initially applying for housing except income shall be within the limit for continued occupancy. Before approving a household including an additional person age ten (10) or older as a member LHA shall screen him or her as an applicant for public housing and shall determine him or her to be qualified. Upon such approval, Tenant and LHA shall sign a new lease or a written lease addendum naming the person as an additional household member. Unless and until a new lease or a written lease addendum has been signed, the person applying to be added as a household member, shall not occupy the leased premises except under the restrictions applicable to guests. In the event of the birth of a child to Tenant or a household member, LHA shall approve an enlarged household including any such child. Except as may be permitted by applicable state or HUD regulations or by other applicable law or authorization, the leased premises shall be of appropriate unit

size for the household including the additional person. In no event shall Tenant's household exceed the maximum number of occupants permissible for the leased premises under the provisions of the State Sanitary Code.

Section XIII. REASONABLE ACCOMMODATION OR MODIFICATION ON ACCOUNT OF A DISABILITY

If Tenant or a household member has a disability and, on account of this disability, in order to participate in the housing program, needs a reasonable accommodation in LHA's rules, practices or procedures, or needs a reasonable modification of the leased premises or a common area, the Tenant or household member may request a reasonable accommodation or a reasonable modification on account of the disability. The request shall be in writing and shall be reliably documented. Within a reasonable time following receipt of reliable documentation establishing the need for an accommodation or modification which is reasonable under all relevant circumstances, including the availability of funds, LHA shall provide an accommodation or modification, although it need not be the specific accommodation or modification requested so long as it is reasonable under the circumstances.

Section XIV. INSPECTIONS

(A) Pre-occupancy Inspection

Prior to occupancy LHA and Tenant (or Tenant's designated representative) shall inspect the leased premises; following the inspection LHA shall provide Tenant with a written statement of condition describing the condition of the leased premises and any appliances in it. The statement of condition shall be signed by both LHA and Tenant (or Tenant's designated representative) prior to occupancy.

(B) Periodic Inspections

LHA may conduct periodic inspections of the leased premises. Tenant shall receive advance notice as provided in Section XV and shall receive a written copy of the results of each such inspection.

(C) Termination Inspection

Upon termination of occupancy, LHA and Tenant (unless Tenant vacates without notice or refuses to participate or to designate a representative) shall inspect the leased premises and LHA shall provide Tenant with a written statement of condition which shall list any damage or destruction, apart from reasonable wear and tear. LHA shall at such time or thereafter submit a bill to Tenant for the reasonable charges for repairs and replacements required to put the leased premises in as good condition as the condition reflected by the original statement of condition (as it may have been modified as a result of modernization), reasonable wear and tear during occupancy by Tenant excepted. Following receipt of the bill, Tenant shall forthwith pay such charges.

Section XV. ACCESS TO THE LEASED PREMISES BY LHA

(A) Access for Non-Emergency Repairs, Maintenance or an Inspection

LHA may enter the leased premises at reasonable times to perform non-emergency repairs, maintenance or modernization work or to conduct an inspection, and in the absence of an agreed time shall give Tenant at least forty-eight (48) hours advance notice of the time and purpose of entry.

(B) Access for Requested Repairs or Maintenance

In the event of repairs and maintenance in response to a request by Tenant, in the absence of an agreed time, LHA shall give Tenant reasonable notice prior to entry, given, whenever possible, at least on the day prior to entry.

(C) Access for an Emergency

If LHA has reasonable cause to believe that an emergency exists endangering life or property which requires immediate action, LHA shall give Tenant whatever reasonable notice which the circumstances may permit before accessing the leased premises to deal with the emergency.

(D) Access Where No Adult Present

If at any time LHA shall have entered the leased premises and if no adult household member shall have been present, LHA shall leave a written notice specifying the time and reason for access and any work performed or measures taken.

Section XVI. PERSONAL PROPERTY

(A) Insurance of Personal Property By Tenant

Tenant shall be responsible for insuring personal property belonging to Tenant, other household members and guests against theft or other casualty.

(B) Removal of Personal Property

Upon termination of this lease and the departure of Tenant, Tenant shall immediately remove all personal property belonging to Tenant and to other household members or guests from the leased premises and from LHA property.

(C) Personal Property Left on Termination of Lease

Any personal property belonging to Tenant, other household members or guests, which is not removed from the leased premises and from LHA's property following the termination of the lease and departure of Tenant, shall be treated as abandoned and may be disposed of by LHA. Tenant shall be responsible for and shall reimburse LHA for costs for moving, storage and disposal of personal property following termination of this lease.

Section XVII. NOTICES

(A) Notices to Tenant

A notice of termination of lease, notice to quit, notice of voiding lease or notice of apparent abandonment shall be given to Tenant as follows:

- (1) in writing; and
- (2) (a) given to Tenant in hand; or
(b) sent by certified mail, return receipt requested, to the Tenant at the address of the leased premises or such other mailing address provided by Tenant to LHA; or
(c) given to any person answering the door to the leased premises with a copy mailed to Tenant by regular first class mail; or
(d) placed under or through the door to the leased premises with a copy mailed to Tenant by regular first class mail in the event no person answers at the door to the leased premises; or
(e) by service by a constable or a deputy sheriff in the manner provided for service of civil process.

Other notices to Tenant shall be sufficient if in writing and sent by regular first class mail or hand delivered to the leased premises.

(B) Notices to LHA

Any notice to LHA shall be sufficient if:

- (1) in writing; and
- (2) (a) sent by certified mail, return receipt requested to LHA at its office; or
(b) hand delivered to LHA's office during regular business hours.

Section XVIII. COMPLIANCE WITH REGULATIONS OF THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND HUD

The Department of Housing and Community Development and the US Department of Housing and Urban Development have promulgated and may promulgate regulations regarding the terms and conditions of public housing. Insofar as applicable LHA and Tenant shall comply with the Department's and HUD's regulations and any authorizations or waivers issued pursuant thereto. LHA shall post and keep posted in a conspicuous place in its central office and, if practical, in each development a copy of the applicable regulations although absence of posting shall not affect their enforceability.

Section XIX. COMPLIANCE WITH LHA'S RULES AND POLICIES

LHA has adopted or may adopt reasonable rules and policies for the benefit and well being of the housing development, of which the leased premises are a part, and for the benefit of the tenants of the housing development. Compliance with LHA's rules and policies, is a material condition of tenancy. Tenant, other household members and guests shall comply with such rules and policies. Substantial violation of any rule or policy shall be cause for termination of this lease and eviction. LHA shall post and keep posted in a conspicuous place in its central office and, if practical in each development a copy of all rules and policies which affect the rights, status, duties or welfare of Tenant and other household members, although absence of posting shall not affect their enforceability. Upon request Tenant shall without charge, be provided one copy of applicable rules, policies or regulations. LHA may charge for additional copies.

Section XX. CHANGES

This lease represents the entire agreement between LHA and Tenant. No changes, additions or deletions from this lease shall be made except by a written amendment or addendum signed by LHA

and Tenant, provided that changes, additions or deletions required by state or federal law, including state or federal regulations, shall be effective following at least thirty (30) days advance written notice to Tenant of the changes, additions or deletions.

Section XXI. ADDITIONAL PROVISIONS

This lease is executed in two counterparts, one of which shall be retained by LHA and one of which shall be retained by Tenant. The headings are for convenience of reference and do not constitute part of the lease. Additional provisions (if any) shall be set out in amendment(s) or addenda which shall specifically make reference to this lease.

Executed on this _____ day of _____

Tenant Signature: _____

(Print Name(s))

LHA Signature: _____

(Print Name and Title)