

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

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**Small PHA Plan Update  
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:** Northeast Nebraska Joint Housing Authority

**PHA Number:** NE 180

**PHA Fiscal Year Beginning: (mm/yyyy) 06/01**

**PHA Plan Contact Information:**

Name: JoAnn Simons

Phone: (712) 279-6286

TDD:

Email (if available): joann@simpco.org

**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

Northeast Nebraska Joint Housing Authority

507 7th Street, Suite 401, P.O. Box 447,

Sioux City, Iowa 51102

Phone # (712) 279-6286

**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

Main administrative office of the local, county or State government

Public library

PHA website

Other (list below)

Dakota County Clerks, Dakota County Courthouse, Dakota City, NE

Dixon County Clerk, 302 Third Street, Ponce, NE

Ponca City Clerk, 123 Third Street, Ponca, NE

Wakefield City Clerk, 407 Main Street, Wakefield, NE

Wayne City Clerk, 306 North Pearl Street, Wayne, NE

Allen Village Clerk, 100 East 2nd Street, Allen, NE

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)

**PHA Programs Administered:**

- Public Housing and Section 8
- Section 8 Only
- Public Housing Only

**Annual PHA Plan  
Fiscal Year 2001  
EXECUTIVE SUMMARY**

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The Northeast Nebraska Joint Housing Authority has prepared this Agency Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.

We have adopted the following mission statement to guide the activities of the Northeast Nebraska Joint Housing Authority.

**The mission of Northeast Nebraska Joint Housing Authority is to promote adequate, affordable housing, economic opportunity, and a suitable living environment for the families we serve, without discrimination.**

We have also adopted the following goals and objectives for the next five years.

**Goal One:** Manage the Northeast Nebraska Joint Housing Authority's tenant-based program in an efficient and effective manner thereby qualifying as at least a standard performer under SEMAP.

**Objectives**

1. By June 30, 2002, the Northeast Nebraska Joint Housing Authority will provide a list of proficient landlords.
2. By June 30, 2004, the Northeast Nebraska Joint Housing Authority shall achieve and sustain a utilization rate of 95% in its tenant-based program.
3. By June 30, 2005, to assure 95% capacity, NNJHA marketing strategy will be to: utilize several local newspapers, NNJHA's Newsletters, Family self-sufficiency Program Coordinating Committee, and offices of cities and villages of this service area.

**Goal Two:** Assist our communities in increasing the availability of affordable, suitable housing for families in the extremely-low income range, cited as a need in our Consolidated Plan.

**Objectives**

1. By June 30, 2002, the Northeast Nebraska Joint Housing Authority will locate at least two local partners, non-profit or for-profit. These partners will work with us on the improvement and/or development of additional housing opportunities for this target group.
2. The Northeast Nebraska Joint Housing Authority will partner with high quality landlords to participate with our Section 8 Rental Assistance program in providing adequate, affordable housing for the families we serve so that by June 30, 2004, 90% of re-inspections will pass with no comment.

**Goal Three:** The Northeast Nebraska Joint Housing Authority shall operate in full compliance with all Equal Opportunity laws and regulations and shall ensure equal treatment of all applicants, residents, tenant-based participants, employees, and vendors.

**Goal Four:** The Northeast Nebraska Joint Housing Authority shall ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.

**Objectives**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority shall operate so that income exceeds expenses
2. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority shall maintain its operating reserves at or above the current level.

**Goal Five:** Enhance the image of public housing in our community.

**Objectives**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority's commissioners shall speak to their governing body at least once a year to explain how important this program is to the community.
2. The Northeast Nebraska Joint Housing Authority shall ensure that there are at least four (4) positive stories a year in the local media about the Housing Authority or one of its residents.
3. Between now and June 30, 2002, initiate the Housing Choice Voucher with Homeownership Program.

**Goal Six:** Improve economic opportunity (self-sufficiency) for the families and individuals who reside in our housing.

**Objectives**

1. By June 30, 2002, all Northeast Nebraska Joint Housing Authority tenants and Family Self Sufficiency tenants will be fully informed through new brochures on the Housing Choice Vouchers and Homeownership Program.
2. By June 30, 2002, the Northeast Nebraska Joint Housing Authority Family Self Sufficiency Action Plan will be updated.
3. By June 30, 2003, Northeast Nebraska Joint Housing Authority Family Self Sufficiency tenants will have one-on-one visitation determined by tenants' individual needs in setting goals to achieve self sufficiency.
4. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority Family Self Sufficiency will implement one new partnership per year in order to enhance services to our residents.
5. Between now and June 30, 2005, the Family Self Sufficiency Program Coordinating Committee will advocate for appropriate funding from the State of Nebraska that will provide transportation assistance to enable low income tenants a means of committing to employment.

Our Annual Plan is based on the premise that if we accomplish our goals and objectives we will be

working towards the achievement of our mission.

The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead towards the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach towards our goals and objectives and are consistent with the Consolidated Plan. Here are just a few highlights of our Annual Plan:

- Our highest priority is to serve the neediest of the needy in the most fair, most efficient manner possible.
- Our application process gives priority to any domestic violence applicant.
  - The Homeownership Program has been included in our Administrative Plan under HUD Federal Register guidelines.

In summary, we are on course to improve the condition of affordable housing in Northeast Nebraska.

[24 CFR Part 903.7]  
**2000 PROGRESS REPORT**

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The Northeast Nebraska Joint Housing Authority has been in existence since 1989 and has provided HUD Section 8 Rental Assistance to many families within its jurisdiction since that time, thus promoting adequate, affordable housing and a suitable living environment for the families we serve without discrimination.

The Northeast Nebraska Joint Housing Authority has offered a Family Self Sufficiency program to its clients since 1995, thus promoting economic opportunity for the families we serve without discrimination.

Northeast Nebraska Joint Housing Authority has worked diligently to accomplish the goals and objectives that they set out in the five year and annual plan. By accomplishing each of these goals NNJHA is moving closer to providing, for their clients, affordable, safe and quality housing choices and economic opportunities.

In particular, here are our five-year goals and objectives and the status of each goal:

**Goal One:** Manage the Northeast Nebraska Joint Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.

**Objectives**

1. The Northeast Nebraska Joint Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry.
2. By June 30, 2001, the Northeast Nebraska Joint Housing Authority shall make our public housing units more marketable to the community as evidenced by an increase in calls for Pre-Applications to an average of one per week
3. By June 30, 2004, the Northeast Nebraska Joint Housing Authority shall achieve and sustain an occupancy rate of 95%.
4. By June 30, 2004, HUD shall recognize the Northeast Nebraska Joint Housing Authority as a high performer.

**STATUS OF GOAL ONE:**

Northeast Nebraska Joint Housing Authority believes it is on track with customer relations that includes tenants as well as landlords and the Family Self Sufficiency Program Coordinating Committee...Pre-Applications received average one a week since July 1, 2000, with less than 10% being over-income ineligible.

**Goal Two:** Assist our communities in increasing the availability of affordable, suitable housing for families in the extremely-low income range, cited as a need in our Consolidated Plan.

**Objectives**

1. By June 30, 2002, the Northeast Nebraska Joint Housing Authority will locate at least two local partners, non-profit or for-profit. These partners will work with us on the improvement and/or development of additional housing opportunities for this target group.
2. The Northeast Nebraska Joint Housing Authority will actively recruit high quality landlords to work with our Section 8 Rental Assistance program in providing adequate, affordable housing for the families we serve. By June 30, 2004, 90% of re-inspections will pass with no comment.

**STATUS OF GOAL TWO:**

Northeast Nebraska Joint Housing Authority has fulfilled a portion of this goal. The Housing Authority will be working with a non-profit to assist with counseling service for clients who may go into the Homeownership Program and NNJHA has obtained this goal and will work on maintaining proficient landlords .

**Goal Three:** The Northeast Nebraska Joint Housing Authority shall operate in full compliance with all Equal Opportunity laws and regulations and shall ensure equal treatment of all applicants, residents, tenant-based participants, employees, and vendors.

**STATUS OF GOAL THREE:**

Continuation and compliance.

**Goal Four:** Ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.

**Objectives**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority shall operate so that income exceeds expenses
2. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority shall maintain its operating reserves at current level.

**STATUS OF GOAL FOUR:**

The Housing Authority is operating within normal expenses maintaining income to exceed expenses.

**GOAL FIVE:** Enhance the image of public housing in our community objectives

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority's commissioners shall speak to their governing body at least once a year to explain how important this program is to the community.
2. The Northeast Nebraska Joint Housing Authority shall ensure that there are at least four (4) positive stories a year in the local media about the Housing Authority or one of its residents.

**STATUS OF GOAL FIVE:**

NNJHA commissioners are talking to their governing body, and stories about homeownership program and the new awarded vouchers will be published soon.

**Goal Six:** Improve economic opportunity (self-sufficiency) for the families and individuals who reside in our housing.

**Objectives**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority will implement one new partnership per year in order to enhance services to our residents.
2. By June 30, 2004, all Northeast Nebraska Joint Housing Authority Family Self Sufficiency residents will get off TANF in their allotted time period.
3. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority will apply to two appropriate foundations per year for grant funds that will allow us to expand our transportation assistance program.
4. The Northeast Nebraska Joint Housing Authority shall ensure that all of its school age children are regularly attending school.

**STATUS OF GOAL SIX:**

A new partnership for this year to provide service to the Program Coordinating Committee under Family Self Sufficiency is acknowledged with Northeast Housing Initiative, Inc.

Objective 2 and 3 and 4 have been factored out as beyond our control and not attainable.

**i. Table of Contents**

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

<b>Contents</b>		<u>Page #</u>
<b>Annual Plan</b>		
i. Executive Summary (optional)	1	
ii. Annual Plan information-2000 Progress Report	4	
iii. Table of Contents	8	
1. Description of Policy and Program Changes for the Upcoming Fiscal Year		9
2. Capital Improvement Needs	12	
3. Demolition and Disposition	12	
4. Homeownership: Voucher Homeownership Program		13
5. Crime and Safety: PHDEP Plan	14	
6. Other Information:	14	
A. Resident Advisory Board Consultation Process		14
B. Statement of Consistency with Consolidated Plan	14	
C. Criteria for Substantial Deviations and Significant Amendments		15
<b>Attachments</b>		
<input checked="" type="checkbox"/> Attachment <u>A</u> : Supporting Documents Available for Review		
<input type="checkbox"/> Attachment <u>  </u> : Capital Fund Program Annual Statement		
<input type="checkbox"/> Attachment <u>  </u> : Capital Fund Program 5 Year Action Plan		
<input type="checkbox"/> Attachment <u>  </u> : Capital Fund Program Replacement Housing Factor Annual Statement		
<input type="checkbox"/> Attachment <u>  </u> : Public Housing Drug Elimination Program (PHD)		
<input checked="" type="checkbox"/> Attachment <u>B</u> : Resident Membership on PHA Board or Governing Body		
<input type="checkbox"/> Attachment <u>C</u> : Membership of Resident Advisory Board or Boards		
<input type="checkbox"/> Attachment <u>D</u> : Comments of Resident Advisory Board or Boards & Explanation of PHA Response (must be attached if not included in PHA Plan text)		
<input checked="" type="checkbox"/> Other (List below, providing each attachment name)		
Attachment <u>E</u> : NNJHA Administrative Plan		
Attachment <u>F</u> : Amendment to NNJHA Five year/Administrative Plan [Homeownership]		

## 1 Description of Policy and Program Changes for the Upcoming Fiscal Year

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### 2001 FIVE YEAR PLAN CHANGES

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The Northeast Nebraska Joint Housing Authority has been in existence since 1989 and has provided HUD Section 8 Rental Assistance to many families within its jurisdiction since that time, thus promoting adequate, affordable housing and a suitable living environment for the families we serve without discrimination.

The Northeast Nebraska Joint Housing Authority has offered a Family Self Sufficiency program to its clients since 1995, thus promoting economic opportunity for the families we serve without discrimination.

Northeast Nebraska Joint Housing Authority will be offering a new housing program developed under the new HUD guidelines for the Homeownership Program. This program is an extension to the Housing Authority's mission to promote an economic opportunity of affordable housing.

**Goal One:** Manage the Northeast Nebraska Joint Housing Authority's existing public housing program in an efficient and effective manner thereby qualifying as at least a standard performer.

#### Objectives

1. The Northeast Nebraska Joint Housing Authority shall promote a motivating work environment with a capable and efficient team of employees to operate as a customer-friendly and fiscally prudent leader in the affordable housing industry.
2. By June 30, 2001, the Northeast Nebraska Joint Housing Authority shall make our public housing units more marketable to the community as evidenced by an increase in calls for Pre-Applications to an average of one per week
3. By June 30, 2004, the Northeast Nebraska Joint Housing Authority shall achieve and sustain an occupancy rate of 95%.
4. By June 30, 2004, HUD shall recognize the Northeast Nebraska Joint Housing Authority as a high performer.
5. By June 30, 2002, the Northeast Nebraska Joint Housing Authority will provide a list of diverse landlords.
6. By June 30, 2004, the Northeast Nebraska Joint Housing Authority shall achieve and sustain a utilization rate of 95% in its tenant-based program.
7. By June 30, 2005, to assure 95% capacity, marketing will be utilized through: local newspapers, NNJHA Newsletters, Family Self-Sufficiency Program Coordinating Committee, and offices of cities and villages of service area.

**Goal Two:** Assist our communities in increasing the availability of affordable, suitable housing for families in the extremely-low income range, cited as a need in our Consolidated Plan.

**Objectives**

1. By June 30, 2002, the Northeast Nebraska Joint Housing Authority will locate at least two local partners, non-profit or for-profit. These partners will work with us on the improvement and/or development of additional housing opportunities for this target group.
2. The Northeast Nebraska Joint Housing Authority will actively recruit high quality landlords to work with our Section 8 Rental Assistance program in providing adequate, affordable housing for the families we serve. By June 30, 2004, 90% of reinspections will pass with no comment.
3. Northeast Nebraska Joint Housing Authority will seek the support of a local CHDO for servicing needs for the Homeownership Program. The homebuyer will be able to attend courses offered through this CHDO along with available lending institutions in the area. By December 2001

**Goal Three:** The Northeast Nebraska Joint Housing Authority shall operate in full compliance with all Equal Opportunity laws and regulations and shall ensure equal treatment of all applicants, residents, tenant-based participants, employees, and vendors.

**Goal Four:** Ensure full compliance with all applicable standards and regulations including government generally accepted accounting practices.

**Objectives**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority shall operate so that income exceeds expenses
2. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority shall maintain its operating reserves at current level.

**Goal Five:** Enhance the image of public housing in our community.

**Objectives**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority's commissioners shall speak to their governing body at least once a year to explain how important this program is to the community.
2. The Northeast Nebraska Joint Housing Authority shall ensure that there are at least four (4) positive stories a year in the local media about the Housing Authority or one of its residents.
3. Between now and June 30, 2002, initiate the Housing Choice Voucher with Homeownership Program.

**Goal Six:** Improve economic opportunity (self-sufficiency) for the families and individuals who reside in our housing.

**Objectives:**

1. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority will implement one new partnership per year in order to enhance services to our residents.
2. By June 30, 2004, all Northeast Nebraska Joint Housing Authority Family Self Sufficiency residents will get off TANF in their allotted time period.

3. Between now and June 30, 2004, the Northeast Nebraska Joint Housing Authority will apply to two appropriate foundations per year for grant funds that will allow us to expand our transportation assistance program.
4. The Northeast Nebraska Joint Housing Authority shall ensure that all of its school age children are regularly attending school.
5. By June 30, 2002, all Northeast Nebraska Joint Housing Authority tenants and Family Self Sufficiency tenants will be fully informed through new brochures on the Housing Choice Vouchers and Homeownership Program.
6. By June 30, 2002, the Northeast Nebraska Joint Housing Authority Family Self Sufficiency Action Plan will be updated.
7. By June 30, 2003, Northeast Nebraska Joint Housing Authority Family Self Sufficiency tenants will have one-on-one visitation determined by tenants' individual needs in setting goals to achieve self sufficiency.

## **2. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

- A.  Yes  No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?
- B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ \_\_\_\_\_
- C.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

### D. Capital Fund Program Grant Submissions

#### **(1) Capital Fund Program 5-Year Action Plan**

The Capital Fund Program 5-Year Action Plan is provided as Attachment

#### **(2) Capital Fund Program Annual Statement**

The Capital Fund Program Annual Statement is provided as Attachment

**3.Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

Applicability: 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 next component ; if “yes”, complete one activity description for each development.)

2. Activity Description

<b>Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)</b>
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: <u>(DD/MM/YY)</u>
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for units <input type="checkbox"/> Public housing for units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

**4. Voucher Homeownership Program**

[24 CFR Part 903.7 9 (k)]

A. X 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 next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

**B. Capacity of the PHA to Administer a Section 8 Homeownership Program**

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- X Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- X Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards
- X Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

Northeast Nebraska Joint Housing Authority are partnering with Northeast Housing Initiative, Inc. 114 East 2nd Street, P.O. Box 226, Allen, Nebraska 68710. Executive Director Linda Kastning, Phone # (402) 635-2078 to do homeownership training and down-payment assistance.

Also the housing authority is working with Rob Bock from Security National Bank, 101 West Street, Box 40, Allen Nebraska, 68710. Phone # (402) 635-2424 to assist LMI potential homeowners secure housing loans.

The housing authority will work with other REACH and with organizations such as Home of Your Own who work with disabled persons to provide down-payment assistance.

**5. Safety and Crime Prevention: PHDEP Plan**

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

C.  Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA’s estimated or actual (if known) PHDEP grant for the upcoming year? \$ \_\_\_\_\_

C.  Yes  No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question

D. If no, skip to next component.

D.  Yes  No: The PHDEP Plan is attached at Attachment \_\_\_\_\_

## **6. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board (RAB) Recommendations and PHA Response**

1.  Yes X No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are Attached at Attachment (File name)

3. In what manner did the PHA address those comments? (select all that apply)

The PHA changed portions of the PHA Plan in response to comments

A list of these changes is included

Yes  No: below or

Yes  No: at the end of the RAB Comments in Attachment \_\_\_\_\_.

Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment \_\_\_\_\_.

Other: (list below)

### **B. 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: (State of Nebraska)

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)

X 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.

- X Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency  
 Yes X No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

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

The State of Nebraska 2001 Annual Action Plan and 1995-2000 Consolidation Plan advocate the following strategies;

- 1) Promote an adequate supply of quality affordable appropriate housing for LMI individuals, families and homeowners, including persons with special needs.
- 2) Overcome barriers to homeownership for LMI families and individuals, including persons with special housing needs.
- 3) Promote an adequate supply of quality affordable, appropriate rental housing as a choice when homeownership is not feasible option for LMI individuals, families, including persons with special needs.
- 4) Support and facilitate an active and effective regional continuum of care planning and delivery system focusing on a comprehensive approach to housing and service delivery to the people who are homeless and near homeless.
- 5) Identify and address the barriers of homeownership, rental housing, support services, and shelter due to violation of fair housing practices.
- 6) Identify and address a strategy for reduction of lead based paint hazards in rural areas of the state.

### **C. Criteria for Substantial Deviation and Significant Amendments**

1. **Amendment and Deviation Definitions** 24 CFR Part 903.7(r)

**A. Substantial Deviation from the 5-year Plan:**

A substantial deviation from the 5-year plan occurs when the board of commissioners decides that the board wants to change the mission statement, goals, or objectives of the 5-year plan.

**B. Significant Amendment or Modification to the Annual Plan:**

Significant amendments or modification to the Annual Plan are defined as discretionary changes in the plans or policies of the housing authority that fundamentally change the plans of the agency and which require formal approval of the Board of Commissioners.

**Attachment A****Supporting Documents Available for Review**

PHAs are to 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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the method for setting public housing flat rents <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
	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
	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
	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
	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	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, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (section THROUGHOUT THE PLAN of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
	PHDEP-related documentation: <ul style="list-style-type: none"> <li>· Baseline law enforcement services for public housing developments assisted under the PHDEP plan;</li> <li>· Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);</li> <li>· Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</li> <li>· Coordination with other law enforcement efforts;</li> <li>· Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and</li> <li>· All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.</li> </ul>	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) <input type="checkbox"/> check here if included in the public housing A & O Policy	Pet Policy

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	The results of 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
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)



**Required Attachment B**  
**Resident Member on the PHA Governing Board**

1. X Yes  No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board:

**Nancy Green, Jennifer Ison, Rosella Lowe**

B. How was the resident board member selected: (select one)?

Elected

X Appointed

C. The term of appointment is (include the date term expires): no term

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis

the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

Other (explain):

B. Date of next term expiration of a governing board member: 2002

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): Diane Mohr, Board Chair

**Required Attachment : C**  
**Membership of the Resident Advisory Board or Boards**

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

**Nancy Green,**  
**Jennifer Ison,**  
**Rosella Lowe**

A request for volunteers to the Advisory Board was made through NNJHA monthly newsletter. These three persons volunteered their time.

**NORTHEAST NEBRASKA JOINT HOUSING AUTHORITY  
ADMINISTRATIVE PLAN**

**MARCH 2001**

**TABLE OF CONTENTS**

Statement of Program and Strategy.....	1
I. Definition of Family.....	2
II. Definition of Income.....	3
III. Definition of Annual Income After Allowances.....	4
IV. Definition of Non-Recurring Income.....	5
V. Other Definitions.....	6
VI. Eligibility for Assistance.....	8
VII. Waiting List Procedures.....	10
VIII. Preference for Selection.....	12
IX. Subsidy Standards.....	12
X. Drug Related Activity, Criminal Activity, Alcohol Abuse.....	15
XI. Voucher Issuance.....	17
XII. Denial or Termination of Rental Assistance.....	19
XIII. Repayment Agreement.....	24
XIV. Collection Policies.....	25
XV. Participant or Applicant Grievance Procedures.....	26
XVI. Rectification Interim.....	34
XVII. Continued Eligibility.....	34
XVIII. Transfer of Rental Assistance.....	35
XXIV. Payments of Damages/Vacancy Loss for Contracts Entered Into Prior To November 1, 1995.....	35
XX. Housing Quality Standards.....	37
XXI. Rent Reasonableness.....	41
XXII. Portability of Vouchers.....	42
XXIII. Special Housing Types.....	45
XXIV. Homeownership Guidelines.....	46
XXV. Equal Opportunity Housing Plan.....	49

NNJHA Organization Chart  
Drug Free Workplace Policy  
Equal Housing Opportunity Policy

**NORTHEAST NEBRASKA JOINT HOUSING AUTHORITY  
ADMINISTRATIVE PLAN**

**Section 8 Existing Housing Program**

**STATEMENT OF PROGRAM AND STRATEGY**

The Northeast Nebraska Joint Housing Authority (NNJHA) was created pursuant to Section 71-1528 R.R.S., Nebraska 1943, to offer rental assistance to those lower income people in the areas of the NNJHA.

The Northeast Nebraska Joint Housing Authority's objective in the administration of the Section 8 Program is to provide affordable, safe, decent, sanitary housing to financially disadvantaged persons wishing to reside in NNJHA's jurisdiction. The Section 8 Program enables very low income persons to select the unit of their choice in the area they want to live. All efforts will be made to ensure that persons take advantage of the freedom of housing choice and expansion of housing opportunities made possible by the Section 8 Program.

The purpose of the Section 8 Tenant-Based Rental Voucher Program and Homeownership program is to provide rent subsidies, homeownership assistance so eligible families can afford to rent or buy decent, safe, and sanitary housing within the jurisdiction of this HA or of an HA anywhere in the United States that is administering a Tenant-Based Section 8 Program/Homeownership program. The Authority will not, in the administration of this program, discriminate in any way because of race, color, sex, creed, national origin, familial status or handicap, and will make every effort to prevent such discrimination in housing by property owners or tenants. Information on local and Fair Housing Laws are posted in the Authority's office and a copy of HUD Form 903 (Housing Discrimination Complaint) is provided to each participant in their Section 8 briefing packet. The Authority maintains dedicated staff to assist in the completion of HUD Form 903 and forwarding it to the proper Authorities for any family that claims to have encountered illegal housing discrimination.

Any person expressing barriers in the application process, re-certification process, or seeking satisfactory housing will be scheduled for a home visit. During the home visit, a determination will be made if referral to another Agency for assistance should be initiated.

This Administrative Plan addresses all local discretionary program functions in the Section 8 Housing Assistance Payments Program. All other operational procedures will be developed and implemented according to Federal regulations found at 24 CFR 982. In the event HUD regulations change the Section 8 programs governed by this document, those HUD changes will take precedence over provisions of this plan.

**I. DEFINITION OF FAMILY**

1. **Family** - A single person or two or more persons who have a family type relationship. Adjustments in family composition will be considered by the Housing Authority as they occur. All cases will be reviewed by the Executive Director.
2. **Elderly Family** - Means a family whose head, spouse or sole member is at least 62 years of age.
3. **Disabled Family** - Means a family whose head, spouse or sole member is a person with disabilities.
4. **Displaced Family** - Means a family who has been displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster, declared or otherwise, formally recognized pursuant of Federal disaster relief laws.
5. **Very Low Income Family** - Means a family whose income does not exceed 50% of the median income for the areas, as determined by the Secretary with adjustments for smaller and larger families.
6. **Extremely Low Income Family** - Means a family whose income does not exceed 30% of the median income for the areas, as determined by the Secretary with adjustments for smaller and larger families.
7. **Handicapped Person** - Is one who has a physical impairment which:
  - a. Is expected to be of long, continued, and indefinite duration;
  - b. Substantially impedes his ability to live independently;
  - c. Is of such a nature that the person's ability to live dependently could be improved by more suitable housing conditions.
8. **Disabled Person** - Is one that has an inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or which can be expected to last for a continuous period of not less than twelve (12) months. No individual shall be considered a person with disabilities, for purposes of eligibility for low-income housing under this title, solely on the basis of any drug or alcohol dependence.
9. **Remaining Member Of Tenant Family** - Means an individual remaining in a unit when other member(s) of an assisted family have moved.
10. **Single Person** - Means a person who lives alone or intends to live alone.

11. **Live-In Aide** - Means a person who resides with an elderly, disabled or handicapped person and who is essential to the care and well being of that person but is not obligated for support of the person and would not be living in the unit except to provide necessary supportive services.
12. **Homeless Individual** - Means a person who is income eligible, lacks a fixed regular nighttime residence, or has a primary nighttime residence that is temporary shelter (either private or public), or whose nighttime residence is not designed or ordinarily used as regular sleeping accommodations for human beings. The term HOMELESS INDIVIDUAL does not include any individual imprisoned or otherwise detained under an Act of Congress or a State Law.
13. **Foster Care Child** - Is a child who is temporarily away from the home because of placement in foster care and is considered a member of the family.

## **II. DEFINITION OF INCOME**

**Annual Income** - The annual income includes all amounts, whether monetary or not, which go to or on behalf of the family head or spouse or to any other family member, or that are anticipated to be received from a source outside the family during the 12 month period following admission or the annual reexamination effective date, and which are not specifically excluded in 24 CFR 5.609(c), and also included amounts derived from assets to which any family member has access.

Income shall include, but not be limited to:

1. The gross amount before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession or from rental of real or personal property;
3. Interest and dividends where the family has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
5. Payment in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.

6. If the public assistance payment includes an amount specifically designated for shelter and utilities which is subject to adjustment by the Public Assistance Agency in accordance with the actual cost of shelter and utilities, the amount of Public Assistance income to be included as income shall consist of:
  - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter and utilities;
  - b. The maximum amount which the Public Assistance Agency could allow for the family for shelter and utilities.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
8. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the family or spouse;
9. Lump sum payments caused by delays in processing periodic payments (unemployment or welfare assistance benefits or workers compensation) are counted as income. Lump sum payments caused by delays in processing periodic payments for Social Security or SSI are not counted as income;
10. 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 are not included in income.
11. 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.
12. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income."

### **III. DEFINITION OF ANNUAL INCOME AFTER ALLOWANCES**

The net income on which the total tenant payment shall be computed, equal to the Annual Income less:

1. \$480 for each dependant;
2. Child care paid out-of-pocket by the family for care of minors under 13 years of age, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and the amount of child care shall not exceed the amount of income from such employment;
3. Handicap assistance paid by the family to allow a family member to work, and if the expense exceeds 3% of gross income and does not exceed the earned income of the family member enabled to work;
4. \$400 for each elderly or disabled family;
5. Medical expenses anticipated during the 12 month period for which the annual income is computed, which are not covered by insurance, and which exceed 3% of the annual income (for elderly/disabled families only).

### **IV. DEFINITION OF NON-RECURRING INCOME**

The following items shall **not** be considered as income:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults who are unable to live alone;
3. Lump-sum additions to family assets, such as inheritances, Social Security payments, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in-aide, as defined in Section 813.102;
6. Amounts of educational scholarships and/or student financial assistance paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the costs of tuition, fees, books, equipment, materials, supplies,

transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received under training programs funded by HUD:
  - a. 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);
  - b. 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 PHA 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;
  - c. 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.
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include as assistance under the United States Housing Act of 1937. A notice will be published in the Federal Register and distributed to PHA's and owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary;
11. 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;
12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
13. Adoption assistance payments in excess of \$480 per adopted child.

**V. OTHER DEFINITIONS**

1. **Fair Market Rent** - The rent, including utilities (except telephone, cable), as established by HUD for units of varying sizes (by number of bedrooms), all maintenance management, and other services which would be required to be paid in order to obtain privately owned, existing, decent, safe, and sanitary rental housing of modest nature with suitable amenities. Separate Fair Market Rents will be established by HUD for dwelling units of varying sizes (number of bedrooms) and will be published in the Federal Register (in accordance with part 888 of this title).
2. **Gross Rent** - The Contract Rent plus any Allowances for Utilities.
3. **Contract Rents** - The rent payable to the owner under his contract including the portion of the rent payable by the family.
4. **Utility Allowance(s)** - An amount determined by NNJHA as an allowance for the cost of utilities (except telephone, cable) and charges for other services payable directly by the family. Where the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the Gross Rent in determining the Contract Rent and is included in the Total Tenant Payment.
5. **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.
6. **Total Tenant Payment** - The portion of the Gross Rent payable by the eligible family.
7. **Tenant Rent** - The amount paid directly to the owner by the family. This amount is equal to the Total Tenant Payment minus any applicable allowance for utilities and other services.
8. **Monthly Income** - One twelfth (1/12) of Annual Income.
9. **Monthly Adjusted Income** - One-twelfth (1/12) of Adjusted Annual Income.
10. **Monthly Income After Allowances** - One-twelfth (1/12) of the Monthly Adjusted Income.
11. **Housing Voucher Payment Standard** - The maximum subsidy payment for a family before deducting the family contribution.
12. **Extremely Low Income** - Gross income is less than 30% of the area median income as determined by HUD.
13. **Very Low Income** - Gross income is less than 50% of the area median income as

determined by HUD.

14. **Low Income** - Gross income is less than 80% of the area median income as determined by HUD.
15. **Single Room Occupancy** - A unit for occupancy by a single eligible individual capable of independent living. A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both types of facilities.
16. **Drug-Related Criminal Activity** - The felonious manufacture, sale, or distribution or the possession with intent to manufacture, sell, or distribute, of a controlled substance (as defined in Section 102 of the Controlled Substance Act 21 USC 802).
17. **Drug Trafficking** - The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance as defined in Section 102 of the Controlled Substances Act of (21 USC 802). It also includes the felonious use, or possession (other than with intent to manufacture, sell or distribute) of a controlled substance, except that such use or possession must have occurred within one year prior to the date of the PHA's determination to deny admission or terminate assistance.
18. **Violent Criminal Activity** - Any felonious criminal activity that has, as one of its elements, the use, attempted use, or threatened use of physical force against the person or property of another.
19. **Family Self-Sufficiency Program (FSS Program)** - A program established by a HA in accordance with 24 CFR part 984 to promote self-sufficiency of assisted families, including the coordination of supportive services.
20. **Family Unit Size** - The appropriate number of bedrooms for a family, as determined by the HA under the HA subsidy standards.
21. **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 full-time student.
22. **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.
23. **Full-time Student** - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

24. **Medical Expenses** - Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
25. **Cooperative, housing**-owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the house.
26. **Cooperative member**-a family of which one or more members owns membership shares in a cooperative.
27. **First time homeowner**-In the homeownership option: A family of which no member owned any present ownership interest in a principal residence of any family member during the three years before commencement of homeownership assistance for the family. "Present ownership Interest" in a residence does not include the right to purchase title to the residence under lease-purchase agreement.
28. **Home**-In the homeownership option: A dwelling unit for which the PHA pays homeownership assistance.
29. **Homeowner**-In the homeownership option: A family of which one or more members own title to the home.
30. **Homeownership assistance**-In the homeownership option: Monthly homeownership assistance payments by the PHA. Homeownership assistance payments may be paid to the family, or to a mortgage lender on behalf of the family.
31. **Homeownership expenses**-In the homeownership option: A family's allowable monthly expenses for the home, as determined by the PHA in accordance with HUD requirements (see 982.634)
32. **Homeownership option**-Assistance for a homeowner or cooperative member under 982.625 to 982.638. A special housing type.
33. **Interest in the home**-In the homeownership option (see 982.632 (b) (3):
  - 1) In the case of assistance for a homeowner, "interest in the home" includes title to the home, any lease or other rights to occupy the home, or any other present interest in the home.
  - 2) In the case of assistance for a cooperative member, "interest in the home," includes ownership of membership shares in the cooperative, any lease or other rights to occupy the home, or any other present interest in the home.

34. **Membership shares**-In the Homeownership option: shares in a cooperative. By owning such cooperative shares, the share-owner has the rights to reside in a particular apartment in the cooperative, and the right to participate in management of the housing.
35. **Public assistance**-In the homeownership option (see 982.627 (b)): Income assistance from Federal, state or local welfare programs. Public assistance includes: Federal housing assistance or housing component of a welfare grant; assistance under Temporary Assistance for Needy Families (TANF); Supplemental Security Income (SSI) that is subject to an income eligibility test; food stamps; general assistance or other assistance provided under a Federal, state or local program that provides assistance available to meet Family living or housing expenses.
36. **Special housing types**-See subpart M of this part 982. Subpart M of this part states the special regulatory requirements for SRO housing, congregate housing, group home, shared housing, manufactured home (including manufactured home space rental), cooperative housing (rental assistance for cooperative members) and homeownership option (homeownership assistance for cooperative member for first time homeowner)
37. **Statement of homeowner obligation**-in the homeownership option: The family's agreement to comply with program obligations.

## **VI. ELIGIBILITY FOR ASSISTANCE**

1. **When Applicant Is Eligible** - The PHA may only admit an eligible family to the program. To be eligible, the applicant must:
  - a. Be a "family;"
  - b. Be income-eligible;
  - c. All family members 6 years or older must provide a Social Security Number or certify they don't have one;
  - d. Furnish evidence of citizenship or eligible immigrant status as determined in accordance with 24 CFR part 5.
2. **Income-Eligible** - To be income-eligible, the applicant must be a family in any of the following categories:
  - a. "Extremely low income" family;
  - b. "Very low income" family;
  - c. "Low income family" that is "continuously assisted" under the 1937 Housing Act;
  - d. "Low income family" that meets additional eligibility criteria specified in the PHA administrative plan;
  - e. "Low income family" that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multi-family units) project;

- f. "Low-income" or "Moderate-income family" that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in 248.173 of this title;

- g. The applicable income limit for issuance of a voucher when a family is selected for the program is the highest income limit (for the family unit size) for areas in the PHA jurisdictions;
  - h. The applicable income limit for admission to the program is the income limit for the area where the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
3. **Income-Targeting** - At least 75 % of the families admitted to a PHA's tenant-based voucher program during the PHA's fiscal year shall be targeted to families whose annual income does not exceed the following amounts as determined by HUD:
- a. 30 % of the area median income, with adjustments for smaller and larger families;
  - b. A higher or lower percent of the area median income, if HUD determines that a higher or lower percent is necessary because of unusually high or low family incomes;
  - c. Families not subject to targeting include:
    - 1. A participant in the PHA certificate program converting to assistance in the PHA voucher program;
    - 2. "Low income family" that is "continuously assisted" under the 1937 Housing Act;
    - 3. "Low income family" that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project;
    - 4. "Low-income" or "Moderate-income family" that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing as defined in 248.173 of this title.
  - d. The annual income (gross income) of an applicant family is used both for determination of income-eligibility and for targeting.
4. **Continuously Assisted** -
- a. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Certificate or Voucher program.
  - b. NNJHA will consider a family continuously assisted if there is a break of no more than 180 days between assistance under one of these programs and admission to the certificate or voucher program.
5. **When PHA Verifies That Applicant Is Eligible** - The PHA must receive information verifying that an applicant is eligible within the period of 60 days before the PHA issues a certificate or voucher to the applicant.

6. **Decision To Deny Assistance** –

- a. Notice to Applicant - The PHA must give an applicant prompt written notice of a decision denying admission to the program (including a decision that the applicant is not eligible, or denying assistance for other reasons). The notice must give a brief statement of the reasons for the decision. The notice must also state that the applicant may request an informal review of the decision, and state how to arrange for the informal review.
- b. For description of the grounds for denying assistance because of action or inaction by the applicant, see 982.552(b & c) and 982.553(a).

**VII. WAITING LIST PROCEDURES**

A continuously open waiting list will be maintained for all eligible persons wishing to participate in the Voucher Program at the Northeast Nebraska Joint Housing Authority. Since NNJHA covers a large rural area, the waiting list will not be closed. Applicants will be advised of the various housing programs available to them. All applications will be processed based upon preferences and date of application. (See VIII.)

1. A family will be processed through the waiting list using the following procedures:
  - a. In order to be placed on the waiting list an interested family must complete a pre-application;
  - b. All pre-applications will be reviewed to determine if they appear to meet less than 30% median income, 30-50% median income or 50-80% median income. If they are greater than 80% median income, they will be notified they are not eligible for rental assistance;
  - c. All applicants will be advised that placement on the waiting list is no assurance of eligibility. At the time the application is processed, eligibility will be verified;
  - d. Incomplete applications awaiting Social Security cards will be held for 30 days in a pending file. Applications requiring Section 214 documentation (non-citizens) will be held for 30 days in a pending file until the appropriate information is supplied by the applicant. All applications lacking required information by the time periods outlined, will be canceled;
  - e. Applicants determined ineligible will be notified in writing and advised of the reasons for the determination and the right to request an informal review within ten (10) calendar days of the notification;
  - f. Applicants providing false information to qualify for housing assistance will be canceled and may not access the waiting list for 12 months.

2. The waiting list will be purged every 12-24 months to eliminate any inactive pre-applications and to reduce unnecessary administrative burden.
  - a) Each family on the waiting list will receive a written notice that the waiting list is being purged.
  - b) If the family wishes to remain on the waiting list, they must respond to the notice within 30 days from the date of the notice.
  - c) If no response is received within 30 days from the date of the notice, the family's name will be deleted from the waiting list.
  - d) Reinstatement of canceled files will be at the discretion of the Executive Director. Requests to cancel a pre-application are required in writing.
3. If at the time the application is processed it is determined that the family is not eligible, the family will be notified in writing.
4. Pre-applicants who are contacted regarding Section 8 funding and who fail to respond within 20 days, will be canceled and removed from the waiting list. Reinstatement due to extenuating circumstances will be at the discretion of the Executive Director.
5. A PHA decision to withdraw from the waiting list the name of an applicant family that includes a person with disabilities is subject to reasonable accommodation in accordance with 24 CFR part 8. If the applicant did not respond to the PHA request for information or updates because of the family member's disability, the PHA must reinstate the applicant in the family's former position on the waiting list.
6. When it is apparent to the staff doing the application process that a language barrier exists, or an advocate or interpreter could benefit the client, the staff will obtain a signed release form authorizing the NNJHA to seek appropriate services and reschedule the interview. The delay will not affect the date of placement on the waiting list.
7. Applicants must be a 'Family' as defined in 24 CFR 812 and 24 CFR 982.201 of Federal Regulations, as amended. At least one family member must have legal capacity to enter into a Lease under State or Local Law.

## **VIII. PREFERENCE FOR SELECTION**

Families who qualify for a preference are:

1. 1<sup>st</sup> Preference - Victim of domestic violence;
2. 2<sup>nd</sup> Preference - Lowest income, with adjustments for smaller and larger families;
3. 3<sup>rd</sup> Preference - Date of pre-application.

## **IX. SUBSIDY STANDARDS**

The following standards will be used to determine the size of voucher issued to an applicant. These standards are developed in accordance with Federal Regulations which state that there must be at least one bedroom or living/sleeping room for each two persons in the family. Families will be issued a voucher based on the smallest size appropriate to their needs with the following limitations:

<u>Bedroom Size</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	6	8
5 Bedroom	8	10
6 Bedroom	10	12

1. Children of opposite sex, other than very young children, will not be required to occupy the same bedroom or living/sleeping room.
2. A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
3. A family consisting of a single person or a couple with no children must be issued a one-bedroom unit unless it contains a pregnant woman.
4. A student who lives out-of-town, but returns home for at least three months per year, will be allowed a bedroom assignment.
5. A family member who does not have full custody of a child will be allowed a bedroom with age verification or 50% custody arrangement, or at the discretion of the Executive Director.
6. Exceptions from these standards may be allowed at the discretion of the Executive Director if it is determined that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.
7. A family may rent a smaller size unit than stated on a voucher and sign a waiver, as long as the unit complies with minimum housing quality standards. A family may rent a larger size unit, as long as the unit complies with minimum housing quality standards. In any case, the unit size designated on the issued voucher must remain unchanged, regardless of the actual size selected.

## Utility Allowance

1. Three major variables are considered in establishing utility allowance schedules: [CFR 982.517(b)(3)]
  - Unit Size
  - Unit Type
  - Fuel Type
2. When determining the utility allowance, the size of the dwelling unit ACTUALLY leased by the family is used, not the size listed on the voucher. [CFR 982.517(d)(1)]

## Voucher Tenancy - How to calculate housing assistance payment:

1. Use of payment standard. A payment standard is used to calculate the monthly housing assistance payment for a family. The "payment standard" is the maximum monthly subsidy payment;
2. Amount of monthly housing assistance payment. The PHA shall pay a monthly housing assistance payment on behalf of the family that is equal to the lower of:
  - a. The payment standard minus the total tenant payment;
  - b. The gross rent minus the total tenant payment.
3. Payment standard for family:
  - a. The payment standard is the lower of:
    1. The payment standard amount for the family unit size;
    2. The payment standard amount for the size of the dwelling unit rented by the family.
  - b. If the dwelling unit is located in an exception area, the PHA must use the appropriate payment standard amount for the exception area.
  - c. During the HAP contract term, the payment standard for a family is the higher of:
    1. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraphs (c)(1) and (c)(2) of this section, minus any amount by which the initial rent to owner exceeds the current rent to owner;
    2. The payment standard, as determined in accordance with paragraphs (c)(1) and (c)(2) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

4. At the next regular reexamination following a change in family size or composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
  - a. Paragraph (c)(3)(i) of this section does not apply;
  - b. The new family unit size must be used to determine the payment standard.
5. Participating families needing a larger voucher size in order to be in compliance with the occupancy standards must be given the appropriate size voucher as soon as possible (at any time during the lease term) to locate a larger unit. The HAP contract would terminate at the end of the calendar month that follows the calendar month in which the Housing Authority gives notice to the owner.
6. Participants with a voucher that experience a decrease in family size and the rent exceeds the fair market rent, must be issued a new voucher of the appropriate size as soon as possible (at any time during the lease term) and the HAP contract will terminate at the end of the calendar month that follows the calendar month in which the Housing Authority gives notice to the owner.

Should the owner choose to lower the rent within the fair market rent level, the participant may continue to reside in the unit.

7. Participants who have vacated their unit related to physical or emotional abuse, and have responsibility for minor children, ill, elderly or disabled family members, will retain the voucher to relocate. The remaining family member occupying the unit, will be required to reapply for assistance as a single person. The assistance will terminate at the end of the calendar month that follows the calendar month in which the Housing Authority gives notice to the owner. If the adults split the custody of the minor children, both will be issued a voucher at the discretion of the Executive Director.
8. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HA is bound by the court's determination of which family members continue to receive assistance in the program.

## **X. DRUG RELATED ACTIVITY, CRIMINAL ACTIVITY, ALCOHOL ABUSE**

An applicant or participant will be denied housing assistance and a preference if any member of the family is a person whose pattern of abuse of alcohol or an illegal controlled substance interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents, or has engaged in violent criminal activity or because of drug-related activity. This includes cases where the HA determines that there is a pattern of illegal use of a controlled substance, or pattern of alcohol abuse. **Northeast Nebraska Joint Housing Authority will exercise zero tolerance to drug activity, violent criminal activity (including sex offenders), and abuse of alcohol.**

Such use or possession must have occurred within (1) one year before the date that the HA provides notice to the family of the HA determination to deny or terminate assistance. Applicants and participants will be denied access to the waiting list for three (3) years after completion of their sentence or date of disposition for drug activity, violent criminal activity or abuse of alcohol.

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:

1. That they have an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment;
2. Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances.

*NNJHA will request written evidence of successful client completion of or participation in a treatment program as a condition to being allowed to reside in the unit.*

**Confidentiality Of Criminal Record** - The HA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated.

**Disclosure Of Criminal Records To Family** - Before the HA takes any adverse action based on a criminal conviction record, the applicant or tenant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing.

**Evidence Of Criminal Activity** - In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the HA may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

**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.

**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.

**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 persons convicted of manufacture of methamphetamines and persons required to register with the State's sex offender registry are ineligible for admission to any housing program for a (3) three-year period beginning on the date of such eviction.

The HA will waive the requirement if:

1. The person demonstrates successful completion of a rehabilitation program approved by the HA;
2. 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 due to violent criminal activity within the last (1) one year prior to the date of the certification interview.

Participants may be terminated who have been convicted due to drug-related or violent criminal activity within the last (1) one year prior to the date of the notice to terminate assistance, and 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 determine to have engaged in the prescribed 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.

## **XI. VOUCHER ISSUANCE**

### **1. Issuance –**

- a. Families will be issued a voucher in a non-discriminatory fashion, as their name reaches the top of the waiting list. The normal rotation of the waiting list is date and time of application, after consideration of the preference identified in this plan.
- b. Applicants will be notified. If they wish to participate in the program, they will be required to have their family composition, income, assets and preferences verified to determine if they meet HUD's eligibility criteria. Applicants who exceed the income limit for eligibility will be denied admission and their application canceled. Applicants will be notified that if they fail to respond to their letter, their name will be removed from the waiting list.
- c. Applicants who fail to provide necessary information to determine eligibility within 20 (twenty) days, they will be removed from the waiting list.
- d. Applicants who have been determined eligible will be notified by mail. Due to the large geographic area in NNJHA's jurisdiction, the voucher and briefing packet containing all the required information and documents in accordance with 24 CFR 982.301, will be mailed.
  - Term of voucher
  - Policy on extension or suspension of voucher term
  - How to request an extension (phone call)
  - How NNJHA determines family HAP
  - How NNJHA determines family payment standard
  - How NNJHA determines TTP
  - Utility allowance schedule
  - NNJHA subsidy standards
  - How NNJHA determines maximum rent for a unit
  - Where a family may lease a unit
  - How portability works
  - "Tenancy addendum"
  - Requesting PHA inspection and approval of tenancy (phone call)
  - Statement of NNJHA policy on providing family information to prospective owners
  - "A Good Place to Live" (HUD H-593)
  - "Protect Your Family from Lead in Your Home!"

- “What Every Tenant Needs to Know!” provided by The Omaha Legal Aid Society, Inc
- HUD-903, Housing Discrimination Complaint Form
- Landlord List
- Notice that if the family contains a disabled person, the family may request a current listing of accessible units known to NNJHA that may be available.
- Family obligations
- Grounds on which NNJHA may terminate assistance because of family action or failure to act
- NNJHA informal hearing procedures / when NNJHA is required to give opportunity for an informal hearing / how family requests a hearing

Briefings will be conducted for the purpose of acquainting the applicants with the operation of the program in accordance with 24 CFR 982.301. Vouchers will be issued for a 60 day search period. Extensions and suspensions will be allowed at the discretion of the Executive Director, depending on individual needs at the time of request.

Under the Homeownership option applicants will be briefed on a choice of Tenant Based rental assistance or Homeownership. Eligible applicant for the homeownership program will be given 60 days to locate a home to purchase, and/or purchase the home. The Housing Authority can extend the search period but the client must provide NNJHA information on the family's progress.

If the family is unable to purchase a home within the maximum time established by NNJHA, NNJHA may issue the family a rental voucher to lease a unit or place the family on the waiting list.

- e. The family must submit to the HA a Request for Lease Approval form during the term of the Voucher. The HA will specify the procedure for requesting approval to lease a unit. The family must submit the request for lease approval in the form and manner required by the HA.
  - f. Owners may use their own lease with the HUD required Addendum.
  - g. Participants in the voucher program may be required to pay up to one months' contract rent to the landlord for damage/security deposit.
2. **Extensions** - Vouchers will only be extended beyond the 60 day search period under the following circumstances prior to the expiration date:
- a. If the family can verify extenuating circumstances and they can clearly demonstrate they have made every effort to secure a suitable unit;

- b. The family has not refused a suitable unit without good cause;
- c. There is a possibility that an extension will result in an approved lease and the execution of a Housing Assistance Payments Contract;
- d. When a voucher has expired and the extension is denied, the family will be required to reapply for assistance;
- e. All vouchers will be extended and reissued at 30 day intervals except for portables which will be reissued at 60 day intervals to a maximum of 120 days in both instances.

## **XII. DENIAL OR TERMINATION OF RENTAL ASSISTANCE**

1. An **APPLICANT** for Section 8 Housing Assistance may be denied a voucher unit under the following circumstances:
  - a. If the applicant owes money to a previous landlord and/or present landlord or any other PHA in connection with any HUD rent subsidy program. The applicant will be denied assistance until all amounts are paid in full;
  - b. If the applicant is guilty of fraud in connection with any federal housing assistance program. The applicant will be denied rental assistance for (2) two years from the date of termination;
  - c. If the Housing Authority determines there is reasonable cause to believe that the applicant's pattern of abuse of alcohol or illegal substance abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors, or if the applicant or any member of the family has engaged in drug-related activity or violent criminal activity;
  - d. Applicants involved in drug activity, violent criminal activity or abuse of alcohol will be denied access to the waiting list for (3) three years from the completion of sentence or date of disposition. The HA may waive this if the family can demonstrate the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program; or is participating in a supervised drug or alcohol rehabilitation program;
  - e. Persons evicted from Public Housing, Indian Housing, Section 23, any Section 8 Program or any subsidized program because of drug-related criminal activity are ineligible for admission to Section 8 Programs or Public Housing Programs for a (3) three year period beginning on the date of such eviction unless:
    1. The person demonstrates successful completion of a rehabilitation program

approved by NNJHA;

2. The circumstances leading to the eviction no longer exist.

NNJHA will request the family member to submit written evidence of participation in, or successful recent completion of a treatment program or rehab program as a condition to being allowed to reside in the unit. Criminal history checks with law enforcement agencies may be

*used to determine involvement in drug activity, criminal activity and alcohol abuse.  
(Refer to Section X of this plan)*

2. A **PARTICIPANT** receiving Section 8 voucher rental assistance may be denied a new voucher if the family wishes to move with assistance under the following circumstances:
  - a. If the participant owes money to NNJHA or any other PHA in connection with any HUD rent subsidy program. The participant may be denied a new voucher unless the participant has signed a repayment agreement for amounts owed to NNJHA or any other HA and provides documentation that payments are kept current and a receipt provided by the 15th of each month. Participants will be encouraged to pay amounts owed within a reasonable time period (usually 1 one year);
  - b. Or the participant breached an agreement to pay back amounts owed to NNJHA for payments made in behalf of the family to an owner in the voucher program;
  - c. If the participant failed to meet any Family Obligations under the program, including non-compliance with HQS;
  - d. If the participant has committed fraud in connection with any federal housing assistance programs;
  - e. If the participant's present owner refuses to sign a mutual release form and the participant refuses to sign a repayment agreement;
  - f. If a participant has been evicted through the legal process;
  - g. If the participant fails to pay for any utilities that the owner is not required to pay for or maintain any appliances the owner is not required to provide. Participants will be given (3) three working days to restore utilities and appliances;
  - h. If any member of the household or guest damages the dwelling unit or premises (beyond ordinary wear and tear) participants will be given a 30 day notice to repair defects. Extensions granted upon written request;
  - i. If the participant's unit breaches any Housing Quality Standards caused by the

family, participants will be given a 30 day notice to repair defects. Extensions granted upon request.

Participants may reapply (3) three months after the date of termination or on anniversary date, whichever is longest.

3. A **PARTICIPANT** currently receiving Section 8 assistance may have their assistance terminated under the following circumstances:
  - a. If the participant has committed fraud in connection with any federal housing assistance program;
  - b. If the participant has breached their agreement to pay back amounts owed NNJHA for payment of damages, under or non-reported income or lease violations;
  - c. If the participant is absent from the dwelling unit in excess of 30 days, without prior written approval of NNJHA, the unit will be considered abandoned. The unit will be terminated and the participant required to reapply for the waiting list after 3 months from the date of termination or expiration of lease, whichever is longest;
  - d. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel;
  - e. If any member of the family, guest or person under the family's control, commits drug-related activity or violent criminal activity. If any family member of the family, guest or person under the family's control abuses alcohol or illegal substance abuse must have occurred within 1 (one) year before the date NNJHA provides notice to family of the determination to deny or terminate assistance. NNJHA will give consideration to a tenant who demonstrates to the NNJHA that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and presents written evidence that:
    1. They have successfully completed a supervised drug or alcohol rehabilitation program;
    2. They are participating in a supervised drug or alcohol rehabilitation program.
  - f. If the participant violated any of the Family Obligations in the Voucher Program, including HQS. Participants will be given a 30 day notice to repair defects. Extensions granted upon request.

Participants may reapply (3) three months after the date of termination or on anniversary date, whichever is longest.

**Violations Of The Family Obligations Include -**

1. If the participant family does not supply certification, release of information or documentation which NNJHA determines necessary in the administration of the Program, including information for a regularly scheduled reexamination or an interim reexamination of family income and composition, submission of evidence of citizenship or eligible immigration status. NNJHA will request the necessary documentation two times before the participant is terminated;
2. If the participant family does not disclose and verify social security numbers for all members of the household, and sign and submit consent forms for obtaining information;
3. If the participant family does not supply any information requested by the HA to verify that the family is living in the unit or information related to family absence from the unit;
4. If the participant family does not promptly notify HA in writing when the family is away from the unit for 30 days or more;
5. If the participant family does not allow NNJHA to inspect the dwelling unit at reasonable times or after two notices have been sent requesting the inspection and the participant has not responded within an established time frame;
6. If the participant does not notify NNJHA or the owner in writing before vacating the dwelling unit, or terminating the lease. The file will be terminated unless an exception is granted;
7. If the participant does not use the dwelling unit solely for residence by the participant (i.e. unauthorized individual(s) living in the unit) and as the participant's principle place of residence or assigns the lease or transfers the unit.
  - a. In the case of an unauthorized individual(s) living in the unit, NNJHA will request the tenant to provide documentation that the alleged authorized person(s) is/are residing in another unit. (Documentation may include rent receipts, rental agreement, etc.).
  - b. NNJHA may verify with the Postal Department a list of all persons receiving mail at the address in question.
  - c. If NNJHA suspects that a participant family is not using the unit as the principle place of residence, the landlord may be requested to verify that the participant is residing in the unit.
  - d. If terminated for live-ins, the family may reapply (3) three months from the date of termination.

- e. A live-in is defined as an individual or individuals living in the unit, other than those listed on the lease or application.
- f. If a participant is not residing in the assisted unit and provides a reasonable explanation, the situation will be evaluated before the decision to terminate assistance is made.
- g. If the participant owns or has any interest in the dwelling unit (other than in a manufactured home assisted under Subpart F of 24CFR Part 882).
- h. If the participant is receiving Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- i. If the participant, including any member of the household, or a guest or other person under the participants control, engages in illegal drug or violent activity, as defined by 882.188 and 887.401.
- j. If the participant fails to promptly notify the HA in writing of the birth, adoption, or court-awarded custody of a child or if any family member no longer lives in the unit.
- k. If the participant fails to request HA written approval to add any family member as an occupant of the unit.
- l. If the participant fails to pay utility bills and supply appliances that the owner is not required to supply under the lease. Participants will be allowed (3) three working days to restore shut-off utilities to the unit.
- m. If the participant, or any other member of the household, or guest or other person under the participants control, damages the dwelling unit or premises (beyond ordinary wear and tear).
- n. If the participant fails to promptly give NNJHA a copy of any owner eviction notice.
- o. If the participant family has committed any serious or repeated violations of the lease.
- p. If the participant family, or any other member of the household, commits fraud, bribery or any other corrupt or criminal act in connection with the program.
- q. If the participant family subleases, sublets, assigns, or transfers the unit.

- r. If the participant family receives Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the HA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- s. If the participant family or any household member, engages in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.
- t. Other family obligations under homeownership option: the following options from above do not apply to homeownership- (982.551 (c) (c), (d), (e), (f), (g) and (j).

### **XIII. REPAYMENT AGREEMENT**

1. **Owner Or Family Debts To The HA And/Or Landlords** - This section 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 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 and/or Landlords, 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:*

- a. Requests for lump sum payments;
  - b. Civil suits;
  - c. Repayment agreements.
2. **Repayment Agreement For Families** - 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 or between landlord and tenant. 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 maximum length of time the HA will enter into a repayment agreement with a family is (1) one year.*

#### **XIV. COLLECTION POLICIES**

In the interest of sound fiscal management and program integrity, NNJHA will make every effort to collect amounts owed to the authority as a result of unreported income. The following procedure will be followed to ensure maximum collection of applicant/participant debt.

1. **Applicant** - Applicants will not be admitted to the voucher program until all debts owed to Housing Authority's and Landlord's have been paid or a repayment agreement has been signed and payments are being made as agreed. Their name may be placed on the waiting list as a potentially eligible applicant, but no voucher will be issued until all debts to another PHA and/or Landlord's or NNJHA are paid in full or payments as agreed to by NNJHA are being made on a regular basis.

Applicants with a preference who reach the top of the waiting list before their repayment agreement becomes effective, will be required to pay NNJHA or any other HA at least one payment prior to receiving a voucher.

2. **Participants** - Participants in the voucher program must agree to pay back any amounts owed to any Housing Authority or Landlord and stay current with their payments in order not to jeopardize their continued housing assistance.

Under the Homeownership option: There are no Section 8 sale recapture provisions; the family may keep any profit or proceeds from the sale of the home (assuming there are no recapture provisions associated with the family's home financing). However, most of the homeownership requirements are applicable to subsequent purchase.

The following procedure will be followed for program participants who owe money to the HA due to program violations:

- a. A limited payback arrangement will be negotiated, once the amount of housing subsidy overpayment to the landlord or another HA has been established. A payback agreement will be executed based upon the financial circumstances of the family whenever possible. An attempt will be made to ensure that the full amount of the overpayment is reimbursed to NNJHA within 12 months of the date the payback agreement was negotiated. Every attempt will be made to limit the minimum payment to \$25.00. Final decision will be made at the discretion of the Executive Director.
- b. A family who is delinquent one payment, will be sent a reminder notice to pay by the end of the month. Failure to respond to notice will be grounds for one month sanction and/or termination from the assistance program. All final decisions will be at the discretion of the Executive Director.

- c. 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 may have the option to terminate the housing 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 permitted to move.
3. **Guidelines For Repayment Agreements** - Repayment Agreements will be executed between the HA and the head of household and spouse. 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 Director.
4. **Debts Owed For Claims** - If a family owes money to the HA for claims paid to an owner the HA will require the Family to repay the amount in full.
5. **Debts Due To Fraud/Non-Reporting Of Information** - HUD's definition of program fraud and abuse is a single act or pattern of actions which 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.
6. **Family Error/Late Reporting** - Families who owe money to the HA due to the family's failure to report increases in income will be required to repay by having the unreported income added to the updated application and including the income for 12 months.
7. **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 the Chapter.

If a family owes a large amount as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the HA will refer the case for criminal prosecution.

## **XV. PARTICIPANT OR APPLICANT GRIEVANCE PROCEDURES**

The Northeast Nebraska Joint Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Northeast Nebraska Joint Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

## 1.0 Informal Review for the Applicant

### A. Informal Review for the Applicant

The Northeast Nebraska Joint Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Northeast Nebraska Joint Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

### B. When an Informal Review is not Required

The Northeast Nebraska Joint Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Northeast Nebraska Joint Housing Authority subsidy standards.
2. A Northeast Nebraska Joint Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
3. A Northeast Nebraska Joint Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Northeast Nebraska Joint Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Northeast Nebraska Joint Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Northeast Nebraska Joint Housing Authority.

### C. Informal Review Process

The Northeast Nebraska Joint Housing Authority will give an applicant an opportunity for an informal review of the Northeast Nebraska Joint Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Northeast Nebraska Joint Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Northeast Nebraska Joint Housing Authority decision.
3. The Northeast Nebraska Joint Housing Authority will notify the applicant of the Northeast Nebraska Joint Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

***IN DECIDING WHETHER TO TERMINATE ASSISTANCE BECAUSE OF ACTION OR INACTION BY MEMBERS OF THE FAMILY, THE HOUSING AUTHORITY MAY CONSIDER ALL OF THE CIRCUMSTANCES IN EACH CASE, INCLUDING THE SERIOUSNESS OF THE CASE, THE EXTENT OF PARTICIPATION OR CULPABILITY OF INDIVIDUAL FAMILY MEMBERS, AND THE EFFECTS OF DENIAL OR TERMINATION OF ASSISTANCE ON OTHER FAMILY MEMBERS WHO WERE NOT INVOLVED IN THE ACTION OR FAILURE.***

The Housing Authority 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 Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Northeast Nebraska Joint Housing Authority will consider evidence of whether the household member:

- A. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- B. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- C. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

D. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Northeast Nebraska Joint Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant 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 applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or of the INS appeal decision to request the review.

## 2.0 Informal Hearings for Participants

A. When a Hearing is Required:

1. The Northeast Nebraska Joint Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Northeast Nebraska Joint Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Northeast Nebraska Joint Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Northeast Nebraska Joint Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Northeast Nebraska Joint Housing Authority subsidy standards.
  - d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Northeast Nebraska Joint Housing Authority subsidy standards, or the Northeast Nebraska Joint Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

- f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Northeast Nebraska Joint Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this section, the Northeast Nebraska Joint Housing Authority will give the opportunity for an informal hearing before the Northeast Nebraska Joint Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

The Northeast Nebraska Joint Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Northeast Nebraska Joint Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Northeast Nebraska Joint Housing Authority schedule of utility allowances for families in the program.
4. A Northeast Nebraska Joint Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Northeast Nebraska Joint Housing Authority determination not to approve a unit or lease.
6. A Northeast Nebraska Joint Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Northeast Nebraska Joint Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Northeast Nebraska Joint Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Northeast Nebraska Joint Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this section, the Northeast Nebraska Joint Housing Authority will notify the family that the family may ask for an explanation of the basis of the Northeast Nebraska Joint Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this section, the Northeast Nebraska Joint Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Northeast Nebraska Joint Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Northeast Nebraska Joint Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Northeast Nebraska Joint Housing Authority does not make the document(s) available for examination on request of the family, the Northeast Nebraska Joint Housing Authority may not rely on the document at the hearing.
  - b. The Northeast Nebraska Joint Housing Authority will be given the opportunity to examine, at the Northeast Nebraska Joint Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Northeast Nebraska Joint Housing Authority will be allowed to copy any such document at the Northeast Nebraska Joint Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Northeast Nebraska Joint Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Northeast Nebraska Joint Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Northeast Nebraska Joint Housing Authority hearing procedures.

4. Evidence

The Northeast Nebraska Joint Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Northeast Nebraska Joint Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Northeast Nebraska Joint Housing Authority is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the Northeast Nebraska Joint Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

- c. If the Northeast Nebraska Joint Housing Authority determines that it is not bound by a hearing decision, the Northeast Nebraska Joint Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

***IN DECIDING WHETHER TO TERMINATE ASSISTANCE BECAUSE OF ACTION OR INACTION BY MEMBERS OF THE FAMILY, THE HOUSING AUTHORITY MAY CONSIDER ALL OF THE CIRCUMSTANCES IN EACH CASE, INCLUDING THE SERIOUSNESS OF THE CASE, THE EXTENT OF PARTICIPATION OR CULPABILITY OF INDIVIDUAL FAMILY MEMBERS, AND THE EFFECTS OF DENIAL OR TERMINATION OF ASSISTANCE ON OTHER FAMILY MEMBERS WHO WERE NOT INVOLVED IN THE ACTION OR FAILURE.***

The Housing Authority 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 Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Northeast Nebraska Joint Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Northeast Nebraska Joint 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. 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 INS Decision*, or of the INS appeal decision..

## **XVI. RECERTIFICATION/INTERIM**

Each Section 8 recipient will be re-examined with respect to income and family composition annually. The participant's failure to reply to notification letters or contacts for annual review and inspection may result in the participant's termination of the housing assistance program.

Under the homeownership option; the family is required to report all changes in family composition, and all changes in income. There will be no annual rent reasonableness or HQS inspection.

Participants terminated as a result of failure to be re-certified may reapply for assistance at the discretion of the HA.

Between annual re-certifications, the Participant must notify NNJHA of all changes in family composition and all changes in income. The Executive Director will determine if the increase warrants an adjustment in tenant rent. If an adjustment is not completed at this time, the family will be reminded to continue to report additional increases.

If significant changes occur that are not required to be reported, such as an increase in medical, handicap expense, or child care expenses, the participant may request an interim re-certification.

Families who claim zero income or have an unstable income may be examined more frequently than annually. These participants must contact the HA monthly regarding their income status.

Participants who terminate employment or cause termination of employment for the purpose of a rent reduction will be eligible for a rent decrease effective 90 days after the month the decrease was reported.

The participant has 10 days to report any changes to the HA.

## **XVII. CONTINUED ELIGIBILITY**

A Participant's eligibility for housing assistance payments will continue until the Total Tenant Payment equals or exceeds the gross rent. The termination of eligibility, at this point, does not affect the participant's other rights and obligations under the lease. Housing Assistance payments may be resumed as a result of later changes in income, rents, or relevant circumstances during the term of the contract. If six months has elapsed since the date of the last Housing Assistance Payment, the contract is terminated.

## **XVIII. TRANSFER OF RENTAL ASSISTANCE**

1. As the family is initially required to enter into a twelve (12) month lease with an owner, transfers to another rental unit will not be approved unless the transfer has been approved by the NNJHA. Families will be encouraged transfer only once during a one-year period, either within or without the HA jurisdiction.
2. A family may move to a new unit with continued tenant-based assistance pursuant to Section 982.314.
3. Under the homeownership option: NNJHA will follow these guidelines;
  - a) A family receiving homeownership assistance may move to a new unit with continued tenant based assistance in accordance with this section. The family may move either with voucher rental assistance or with voucher homeownership assistance.
  - b) NNJHA may deny permission to move with continued assistance (1) lack of sufficient funding, (2) termination of assistance, with (Section982.552) and/or including termination of assistance for violation of any family obligation described in (Section 982.632)
  - c) Default on FHA insured mortgage. NNJHA must deny the family permission to move with continued voucher assistance unless the family demonstrates that; (1) the family has conveyed title to the home, as required by HUD, to HUD or HUD's designee and (2) The family has moved from the home within the period established or approved by HUD
4. Continued homeownership assistance; NNJHA must determine that all initial requirements listed in (Section 982.626) have been satisfied. The following requirements do not apply: (1) The requirement for pre-assistance counseling (2) that the family must be a first time homeowner.

**XIX. PAYMENTS OF DAMAGES/VACANCY LOSS FOR CONTRACTS  
ENTERED INTO PRIOR TO NOVEMBER 1, 1995**

1. An owner's claim for unpaid rent, damages, and vacancy loss must be submitted to NNJHA with receipts and bills for work completed within 90 days of the move-out inspection. Additionally, the owner must comply with the provisions of the Lease, State and Local Law relative to the return of the deposits or the claim will be denied by NNJHA.
2. The following policies are established in order to reduce participant indebtedness:
  - a. If the family vacates a unit in violation of the lease, the owner may receive compensation in accordance with the Housing Assistance Payments Contract;
  - b. The owner must provide NNJHA with evidence substantiating efforts to lease the unit;
  - c. The owner may evict a Tenant from the unit by following Nebraska State Law. The owner must notify NNJHA of commencement of procedures for termination of tenancy at the same time that the owner gives notice to the tenant. The owner is not entitled to vacancy payment if the tenant is evicted, unless NNJHA determines the owner complied with all requirements, the contract and all applicable state and local laws;
  - d. If the tenant vacates the unit owing rent or leaving tenant caused damages, the owner may receive compensation in accordance with the HAP contract. To collect for damages/unpaid rent, the owner must adhere to the following:
    1. Notify NNJHA immediately upon learning of the vacancy and request a damage inspection;
    2. Do not begin any repairs (unless a safety hazard exists) until the inspection by NNJHA is completed;
    3. Mail the tenant and NNJHA a copy of the itemized charges, assess against the tenant (if tenant's address is not known, mail to their vacated unit);
    4. Allow the tenant two (2) weeks to respond to the itemized statement;
    5. Contact NNJHA after the two weeks if no reimbursement is received from the tenant.
  - e. The owner must forward statements and receipts evidencing actual costs incurred for materials and labor, statement indicating the allowable cost for each item to NNJHA for completion of HUD form #52676;
  - f. The owner will be compensated for tenant cause damages so repair/replacement does not exceed quality at the time the unit went on the program. The owner may only claim damages for repairs above and beyond normal wear and tear;
  - g. All expenses of the owner must be documented. Labor costs may not exceed the costs of professional tradesman. The owner may claim his own labor as reimbursable at an hourly rate not to exceed \$10.00 per hour;
  - h. Compensation for exterior structural damage is allowable only if the damage is tenant caused and must not exceed existing conditions at the time of the move-in

inspection.

3. If a new Housing Assistance Payments Contract has not yet been executed in the participant's behalf, a repayment agreement must be negotiated with the family before a contract with the new owner is executed. If the participant refuses to negotiate a repayment agreement, new contracts will not be executed and the participant will be denied assistance in accordance with program regulations and this plan.
4. If a new Housing Assistance Payments Contract has been executed in the participant behalf, every effort will be made to negotiate a repayment agreement. Should the participant refuse to negotiate a repayment agreement, they will be refused a new voucher at any time, until the indebtedness is paid. No action will be taken to terminate assistance under the current contract.
5. If the participant fails to make payments as agreed they will be notified by mail of the decision to either sanction or terminate assistance by the end of the month.
6. In addition to the action described in this section, NNJHA will pursue collection of all debt through the judicial system and/or collection agencies in order to secure judgment and enhance the potential for collection. This action will be taken on a case-by-case basis when it is deemed most prudent.
7. *At any time during the life of the HAP contract, NNJHA may revise the rent to owner to correct any errors in establishing or adjusting rent to owner in accordance with HUD requirements. NNJHA may recover any excess payment from the owner for a period of one year back.*

## **XX. HOUSING QUALITY STANDARDS**

NNJHA will follow the requirements for minimum housing quality standards as stated in the 24 CFR 982.401, and the Section 8 Administrative Practices handbook, 7420.7. NNJHA will inspect properties within (15) fifteen days after receiving a request from the resident or landlord, using the standard HUD form 52580 to record all housing quality standard inspections conducted during program operation. A schedule of utility allowances is attached and will be reviewed on an annual basis. The utility allowances will be adjusted whenever rates have increased or decreased by 10%.

1. **Lease Up** –
  - a. Units with Housing Quality Standards, minor defects prior to lease up, will be given 30 days to correct. The owner will be notified by mail of required corrective actions needed to secure approval and expected completion date for repairs.

- b. Units with Housing Quality Standards, major defects prior to lease up will be temporarily denied from the program and the owner will be notified by mail of the required corrective actions needed to secure approval and expected completion date for repairs. Applicants and participants will be encouraged to search for another unit should the repairs exceed 30 days.

2. **Annual Inspections** –

- a. HQS inspections will be performed annually. Owners will be notified by mail of their responsibility for corrective action and allowed 30 days to complete repairs. Breach of owner HQS will be subject to abatement. Extensions require approval from the Executive Director.

b. Under the homeownership option there is no annual HQS inspection.

- c. The owner is not responsible for a breach of HQS for which the family is responsible such as:

- 1. Family fails to pay for any utilities which are to be paid by the tenant;
- 2. Family fails to provide or maintain any appliance which are provided by the tenant;
- 3. Any member of the household or guest damages the dwelling unit or premises beyond ordinary wear and tear.

HQS breach caused by the family is subject to termination of assistance. Tenants will be sent a letter to comply with HQS within 30 calendar days (or HA approved extension). Participants terminated for non-compliance with HQS may reapply for assistance 3 months from date of termination. Inspectors will discuss tenant damage and responsibility during inspection.

- d. If an HQS breach caused by the family or the owner is life threatening, the family or Owner must correct the defect within 24 hours.

3. **Special Inspections** -

- a. Participants requesting a special inspection need to notify the landlord in writing stating the defects, a reasonable time to accomplish repairs, with a copy to NNJHA. Participants should schedule with NNJHA a special inspection after receiving no reply from the landlord.
- b. NNJHA shall have the right to inspect the contract unit and related facilities upon request or complaint from citizens, at such times as necessary to assure that the unit is in decent, safe and satisfactory condition.

- c. Owners may request a pre-inspection to determine reasonable rent and the feasibility of program participant.

4. **Abatement Of Housing Assistance Payments** –

- a. After completion of the annual inspection, landlords and tenants will receive written notice of defects, and requirement to repair all defects within 30 days, and the date abatement of the housing assistance payments will begin for owner defects. Failure to repair defects will result in abatement and no further HAP will be made until the unit is in compliance with HQS.
- b. If the Housing Assistance Payment is abated during the first year of the contract and lease, NNJHA may notify the landlord of contract termination and the tenant may be reissued a voucher to transfer the discretion of the Executive Director.
- c. If the Housing Assistance Payment is abated after the first year of the contract, NNJHA will notify the landlord of contract termination and the tenant will be reissued a voucher to transfer.

5. **NNJHA Denial Of Owner Participation** –

- a. NNJHA will deny approval to lease a unit from an owner when:
  - 1. The HA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR Part 24;
  - 2. When directed by HUD, the HA must not approve a unit if:
    - a. 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;
    - b. A court or administrative agency has determined that the Owner violated the Fair Housing Act or other federal equal opportunity requirements.
  - 3. The HA will deny approval to lease a unit from an owner for any of the following reasons:
    - a. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
    - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
    - c. The owner has engaged in drug-trafficking;
    - d. The owner has a history or practice of non-compliance with the HQS

for units leased under the tenant-based programs, or with applicable housing standards for units leased with project based Section 8 assistance or leased under any other federal housing program;

- e. The owner has a history or practice of renting units that fail to meet State or local housing codes;
  - f. The owner has not paid State or local real estate taxes, fines or assessments.
4. The HA will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the HA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
  5. Nothing in this rule is intended to give any owner any right to participate in the program.
  6. For purposes in this section, "owner" includes a principal or other interested party.

**b. Owner Responsibility For Screening Tenants -**

1. Owner Screening -

- a. Listing a family on the HA waiting list, or selecting a family for participation in the program, is not a representation by the HA to the owner about the family's expected behavior, or the family's suitability for tenancy. At or before HA approval to lease a unit, the HA must inform the owner that the HA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.
- b. Owners are permitted and encouraged to screen families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
  1. Payment of rent and utility bills;
  2. Caring for a unit and premises;
  3. Respecting the rights of others to the peaceful enjoyment of their housing;
  4. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others;
  5. Compliance with other essential conditions of tenancy.

**c. HA Disclosure Of Information About Tenant To Owner–**

1. The HA must give the owner:
  - a. The family's current address (as shown in the HA records);
  - b. The name and address (if known to the HA) of the landlord at the family's current

and prior address.

2. When a family wants to lease a dwelling unit, the HA may offer the owner other information in the HA possession, about the family, including information about the tenancy history of family members, or about drug-trafficking by family members.
  3. The HA must give the family a statement of the HA policy on providing information to owners. The statement must be included in the information packet that is given to a family selected to participate in the program. The HA policy must provide that the HA will give the same types of information to all families and to all owners.
- d. The HA rights and remedies against the owner under the HAP contract include recovery of over-payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
  - e. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

## **XXI. RENT REASONABLENESS**

1. The HA must re-determine the reasonable rent for the following reasons:
  - a. Before any increase in the rent to owner;
  - b. If there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary;
  - c. If directed by HUD.
2. Rent reasonableness will be determined by NNJHA utilizing a base rent and amenities.

Base rent appraisal of comparable unassisted units is divided into eight categories:

- a. New, nice apartments and 60's built duplexes;
- b. Build duplexes;
- c. Nice older apartments and converted apartments;
- d. Older houses;
- e. Converted duplexes;
- f. New homes;
- g. Mobile homes;
- h. High rise.

3. Comparability - The HA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units. To make this determination, the HA must consider:
  - a. Location, quality, size, unit type, and age of the contract unit;
  - b. Appraisal – the following amenities and facilities are used to add or subtract dollar value square footage, age, condition, location, dishwasher, disposal, microwave, window a/c, c/a, range, refrigerator, washer & dryer hook ups, extra 1/2 or 3/4 or full baths, balcony/deck/patio, fireplace/stove, security building, pool, clubhouse, cable tv, basement (unfurnished or furnished), bsmt/attic bedroom, storage closet/shed/cage, garage, furniture, garden level apt., basement apt., no off street parking, unit-not clean, carpet-not shampooed, paint-not new or good.
4. The base rent, plus or minus the amenities, plus owner paid utilities, determines the reasonable rent.
5. Owner certification of rents charge for other units. By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the HA information requested by the HA on rents charged by the owner for other units in the premises or elsewhere.
6. Under the homeownership option; there will be no annual rent reasonableness.

**Rent To Owner - Maximum Rent At Initial Occupancy** - At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, the family share may not exceed 40 percent of the family's monthly adjusted income.

## **XXII. PORTABILITY OF VOUCHERS**

1. In accordance with provisions of 24 CFR 982.353, 982.354, & 982.355, each Voucher Holder, that holds an un-expired voucher, will be advised of the portability option during the briefing and re-examination sessions.
2. Vouchers are portable across State lines. When a family is eligible to port out of NNJHA jurisdiction, NNJHA will complete Part I of HUD form 52665, attach copies of the family's voucher, current 50058, income verification and forward to the receiving HA. The receiving HA completes applicable portions of Part II of HUD form 52665 and returns it to the initial HA.
3. NNJHA will operate in a cooperative and reciprocal manner with all established Housing Authorities in the portability feature. NNJHA will attempt to issue a voucher within a 6 month period. However, if funding is not available, the issuing HA will be notified that their voucher will be used. NNJHA will notify initial authorities when a voucher has not been

leased up prior to the expiration date of the voucher.

4. A waiting list will not be maintained for families wishing to transfer their voucher outside NNJHA's jurisdiction. All request for transfers outside NNJHA's jurisdiction will be treated on a first-come, first-served basis.
5. Billing procedure – NNJHA will make payment within 30 days after receipt of billing Document from the initial Housing Authority.
6. The Housing Authority will not issue a participant a new voucher for portability if the Participant vacated in non-compliance with the lease.

**Procedure For Adjusting Voucher Payment Standards** - The payment standard schedule will reflect Federal Regulations.

**Special Purchase Housing** - Special Purpose Housing (i.e. independent group residence, mobile home parks, etc.), as eligible under the Section 8 Program, are eligible for occupancy under this administration plan. However, no separate waiting list for these specialized units will be maintained. Applicants interested in these specialized living accommodations must come through the program waiting list and request to be placed in a specific unit. Processing for specialized housing will be conducted on an exception basis in accordance with applicable regulation. NNJHA retains the right to allow any specialized housing for participation under the program. Payment standard for manufactured housing will be the same as the payment standard for non-special purpose housing.

## **XXII. SPECIAL HOUSING TYPES**

1. This subpart describes program requirements for special housing types. The following are special housing types:
  - a) Single room occupancy (SRO),
  - b) Group home,
  - c) Shared housing,
  - d) Manufactured home;
  - e) Cooperative housing (excluding families that are not cooperative members), and
  - f) Homeownership option.
2. NNJHA chooses to offer special housing types; NNJHA permits a family to use any of the special housing types in accordance with requirements of the program. In, general, NNJHA is not required to permit families (including families that move into the PHA program under portability procedures) to use any of these special housing types, and limit the number of families using special housing types.
3. An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an

apartment.

4. NNJHA may approve a live-in aide to reside with a family in order to care for a person with a disability. NNJHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
5. Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit. A resident owner may enter into a HAP contract with NNJHA; however, housing assistance may not be paid on behalf of an owner. NNJHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.
6. There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

#### **XXIV. HOMEOWNERSHIP GUIDELINES-**

**Legal Authority:** Northeast Nebraska Joint Housing Authority (NNJHA) was created in 1988, pursuant to Section 71-1528 R.R. S., Nebraska 1943, to offer rental assistance to those lower income people in the area of the NNJHA.

NNJHA services the Counties of Dakota and Dixon and the Cities and Villages of Allen, Concord, Emerson, Homer, Ponca, Wakefield, Waterbury, and Wayne.

**Size of Program:** The NNJHA Board administers a total of 73 Tenant Based Housing Choice Vouchers. The NNJHA Board prefers to keep the size of the Homeownership Program open in order to allow clients the choice of available housing. Any limitation to the program will be based on HUD and NNJHA approved participation requirements.

**Pricing the Homes:** The purchase price for a home must be appropriate for the income of the homeowner. A review of income will determine whether the monthly mortgage or loan payment is affordable after considering other family expenses.

**Financing:** The families eligible for the homeownership program must secure their own financing. The client will apply for a mortgage through a lending institution. [If purchase of the home is financed (in whole or in part) without FHA insured mortgage financing, NNJHA must require that the underwriting procedures used by the lender comply with the basic mortgage insurance credit underwriting requirements of FHA-insured single family mortgage loans.]

NNJHA will not allow a balloon payment because most families will not be able to afford that kind of a payment.

A variable interest rate mortgage is allowable on a case-by-case review. Due to the instability

of variable interest rates, a fixed interest rate will be the more desirable.

Homeownership housing assistance will be paid directly to the mortgage holder. The assistance is figured by using a modified voucher program payment standard approach. The Homeownership Assistance payment will equal the lower of (1) the payment standard minus the total tenant payment or (2) the monthly homeownership expenses minus the total tenant payment. The family is responsible for the monthly homeownership expenses not reimbursed by the housing assistance payment. (The total tenant payment is the higher of: the minimum rent, 10 percent of the monthly income, or 30 percent of monthly adjusted income, or the welfare rent) The HA will utilize the utility allowance schedule and payment standard schedule applicable to the Section 8 Voucher Rental Program.

The HA must reexamine families income and composition each year and make adjustments to the amount of monthly homeownership assistance.

Homeownership assistance will only be paid for a maximum of ten years on a fifteen-year loan. Exceptions to this rule pertain to Elderly and Disabled Families since they are exempt from subsidy time limits.

[If the head of household and/or spouse has previously defaulted on a mortgage obtained through the homeownership option, they are barred from receiving future Section 8 Homeownership assistance.]

**Participation Selection Criteria:** In order to qualify for assistance under the homeownership option, a family must meet the NNJHA Section 8 Tenant Based Choice Voucher Program guidelines and additional special requirements for Homeownership Program assistance. Homeownership requirements are as follows:

**A. Minimum Income Levels**

1. Applicants are required to meet Section 8 income guidelines.
2. Applicants must demonstrate that gross monthly income is at least two times the voucher "payment standard."

**B. Family Employment**

1. The head of the house or the spouse must demonstrate they are currently employed on a full time basis, and have been continuously so employed over the last year before commencement of the homeownership program.
2. Elderly and Disabled Families are exempt from this requirement according to (S 982.627)
3. If a family other than an Elderly or Disabled family includes a person with a disability, NNJHA must grant exemption from the employment requirement according to HUD rules.

**C. First Time Home Buyer**

Homeownership option: A family of which no member owned or has any present

ownership interest in a principal residence of any family member during the three years before commencement of homeownership assistance for the family. "Present ownership Interest" in a residence does not include the right to purchase title to the residence under lease-purchase agreement.

#### D. Homeownership Counseling

Section 8(y) provides that, for a family to receive assistance through the homeownership program they must attend homeownership and housing counseling. The pre-assistance counseling program, will cover the following items:

- 1) Home maintenance.
- 2) Budgeting and money management.
- 3) Credit counseling.
- 4) How to negotiate the purchase price of a home.
- 5) How to get homeownership financing (including pros and cons of different financing).
- 6) How to find a home (including information about homeownership opportunities, schools, and transportation).
- 7) Advantage of purchasing and how to locate a home in an area that does not have a high concentration of low-income families.

#### E. Housing Inspections

##### 1. Housing Quality Standards Inspection

- a) NNJHA will perform a normal HQS inspection on the house to determine the current physical condition and recommend any repairs needed to ensure the house is safe sanitary and decent. The Housing Authority is not required to do an annual HQS inspection.

##### 2. Independent Professional Home Inspection.

- a) The independent professional home inspection rule is a statutory requirement that is consistent with private real estate practice.
- b) The independent professional inspection is conducted by a private market home inspector (not HA staff) that is experienced and qualified to conduct pre-purchase inspection.
- c) The purpose of the independent inspection is to determine the home's deficiencies and complete an assessment of the adequacy and life span of the building systems, appliances and other housing components.
- d) The family is responsible for the cost of the inspection.
- e) A copy of the inspection report will be provided to NNJHA.
- f) The HA will utilize the inspection to determine if repairs are need before purchase of the property.

#### F. Contract of Sale

##### 1. Before homeownership assistance begins, a member or members of the family must enter into a contract of sale with the seller. NNJHA will receive a copy of the contract. The contract will cover the following items:

- a) The price and other terms of the sale by the seller to the purchaser.
- b) That the purchaser will arrange for pre-purchase inspection of the dwelling by an

- independent professional inspector.
- c) That the purchaser is not obligated to purchase the home unless inspection is satisfactory to the purchaser.
- d) That the purchaser is not obligated to pay for any necessary repairs.

**Resale Restrictions:**

1. Occupancy of the Home
  - a) Homeownership assistance payment will only be paid as long as the family resides in the home.
  - b) Once the homeowner moves out, NNJHA will discontinue making payments and if the homeowner moves out without informing the HA, the family or the lender must pay back NNJHA for the month when the family moved.
2. Family Obligation
  - a) For a family to continue receiving homeownership assistance they must comply with the following obligations:
    - 1) Ongoing Counseling To the extent required by NNJHA, the family must attend and complete ongoing homeownership counseling.
    - 2) Compliance of Mortgage The family must comply with the terms of any mortgage securing debt incurred to purchase the home, and any refinancing of such debt.
    - 3) Prohibition against conveyance or transfer of home As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to [S982.551 (h) and (i)]. The family may not sell, convey or transfer any interest in the home to any entity or persons other than a member of the assisted family residing in the home.
      - (a) In the case of assistance for a homeowner, the family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
      - (b) Upon death of a family member who hold, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of the title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with [S982.551]
  - 4) Supply required information The family must supply NNJHA in accordance with [982.551].
    - a) Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt, including any information about the family defaulting on the property, and any satisfaction or payment of mortgage debt.
    - b) Any transfer or sale of the property
    - c) The family's homeownership expenses
    - d) The family must notify NNJHA before they move out
    - e) The family must notify NNJHA if they are in default of the mortgage.
    - f) The family must notify NNJHA of any new family members. They must get approval from NNJHA to bring in new family occupant (other than new

infants, foster children, adopted etc).

- g) The family must notify NNJHA if a family member moves out of the home.

- h) Members of the family may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit.
  - i) The family must provide NNJHA with any information or certification to verify the family is occupying the unit.
  - j) The family members must not commit fraud, bribery or other corrupt or criminal acts in connection with the program. Crimes by family members include: drug related crimes, or violent criminal activity.
  - k) The family may not receive assistance from the homeownership program while receiving assistance through another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.
5. Statement of homeowner obligation before commencement of homeownership assistance, the family must execute a statement of family obligation in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership assistance option.

**Results of the Program:** This Homeownership Program is an expansion of the commitment by Northeast Nebraska Joint Housing Authority to serve low-to-moderate income families in Northeast Nebraska. The Housing Authority wishes to assist their clients with Housing Choice Vouchers in either rental assistance or through homeownership assistance, which will assure expanding opportunities for them and our communities.

## **XXV. EQUAL OPPORTUNITY HOUSING PLAN**

1. Policy. It is the policy of the Northeast Nebraska Joint Housing Authority (NNJHA) that there shall be no discrimination in the possession or enjoyment of housing throughout the NNJHA area, in any community in which NNJHA provides HUD Section 8 Rental Assistance, or toward any NNJHA clients.
2. Discriminatory Housing Practice. It shall be unlawful to:
  - Refuse to rent after making a bona fide offer, or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, or to refuse to show, or to refuse to receive and transmit an offer for, a dwelling to an person because of race, color, religion, sex, handicap, familial status or national origin.
  - Discriminate against any person in the terms, conditions or privileges of rental of a dwelling, or in the provision of services or facilities in a connection therewith, because of race, color, religion, sex, handicap, familial status or national origin.
  - Make, print or publish, or cause to be made, printed or published any notice, statement or advertisement with respect to the rental of a dwelling that indicates any preference, limitation or discrimination.

- Represent to any person because of race, color, religion, sex, handicap, familial status or national origin that any dwelling is not available for inspection or rental when such dwelling is in fact so available.
  - Cause to be made any written or oral inquiry or record concerning the race, color, religion, sex, handicap, familial status or national origin of a person seeking to rent any housing.
  - Include in any rental or lease of housing any restrictive covenants or to honor or exercise or attempt to honor or exercise any restrictive covenant pertaining to housing.
  - Induce or attempt to induce, for profit, any person to rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, handicap, familial status or national origin.
3. It shall be unlawful to deny any person access to or membership or participation in any multiple listing service, real estate brokers organization or other service, organization or facility relating to the business of renting dwellings, or to participate or discriminate against him in the terms or conditions of such access, membership or participation, on account of race, color, religion, sex, handicap, familial status or national origin.
4. Northeast Nebraska Joint Housing Authority (NNJHA) shall work with City Councils, Village Boards, County Boards and City, Village and County attorneys to carry out this policy. Complaints of housing discrimination shall be in writing to the local authority and local procedures shall be followed in investigating said complaint.
5. NNJHA shall practice educational and conciliatory activities which will further the purposes of this policy. These may include, but shall not be limited to, conferences of persons in the housing industry and other interested persons to acquaint them with the provisions of this policy and suggested means of implementing them, and shall endeavor with their advice to work out program of voluntary compliance with this policy. NNJHA may consult with local individuals and groups to learn the extent, if any, through which housing discrimination exists within the community and whether and how private programs might be utilized to combat such discrimination.

## HOMEOWNERSHIP

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The Northeast Nebraska Joint Housing Authority provides an aggressive Homeownership Program. Here are the basic elements of the program:

### **Northeast Nebraska Joint Housing Authority Homeownership Program**

**Legal Authority:** Northeast Nebraska Joint Housing Authority (NNJHA) was created in 1988, pursuant to Section 71-1528 R.R. S., Nebraska 1943, to offer rental assistance to those lower income people in the area of the NNJHA.

NNJHA services the Counties of Dakota and Dixon and the Cities and Villages of Allen, Concord, Emerson, Homer, Ponca, Wakefield, Waterbury, and Wayne.

**Size of Program:** The NNJHA Board administers a total of 73 Tenant Based Housing Choice Vouchers. The NNJHA Board prefers to keep the size of the Homeownership Program open in order to allow clients the choice of available housing. Any limitation to the program will be based on HUD and NNJHA approved participation requirements.

**Pricing the Homes:** The purchase price for a home must be appropriate for the income of the homeowner. A review of income will determine whether the monthly mortgage or loan payment is affordable after considering other family expenses.

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B. Family Employment

1. The head of the house or the spouse must demonstrate they are currently employed on a full time basis, and have been continuously so employed over the last year before commencement of the homeownership program.
2. Elderly and Disabled Families are exempt from this requirement according to (S 982.627)
3. If a family other than an Elderly or Disabled family includes a person with a disability, NNJHA must grant exemption from the employment requirement according to HUD rules.

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  - b) Budgeting and money management.
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  - d) How to negotiate the purchase price of a home.
  - e) How to get homeownership financing (including pros and cons of different financing).
  - f) How to find a home (including information about homeownership opportunities, schools, and transportation).
  - g) Advantage of purchasing and how to locate a home in an area that does not have a high concentration of low-income families.

E. Housing Inspections

1. Housing Quality Standards Inspection
  - a) NNJHA will perform a modified homeownership HQS inspection on the house to determine the current physical condition and recommend any repairs needed to ensure the house is safe sanitary and decent. The Housing Authority is not required to do an annual HQS inspection.
2. Independent Professional Home Inspection.
  - a) The independent professional home inspection rule is a statutory requirement that is consistent with private real estate practice.
  - b) The independent professional inspection is conducted by a private market home inspector (not HA staff) that is experienced and qualified to conduct pre-purchase inspection.
  - c) The purpose of the independent inspection is to determine the home's deficiencies and complete an assessment of the adequacy and life span of the building systems, appliances and other housing components.
  - d) The family is responsible for the cost of the inspection.
  - e) A copy of the inspection report will be provided to NNJHA.
  - f) The HA will utilize the inspection to determine if repairs are need before purchase of the property.

F. Down Payment and Closing cost

1. The Homebuyers must demonstrate the ability to pay a portion of the down payment. The amount should be equal to two times the voucher payment.
2. The Homebuyer may use other organizations or agencies funding to pay for other down payment or closing cost.

G. Contract of Sale

1. Before homeownership assistance begins, a member or members of the family must enter into a contract of sale with the seller. NNJHA will receive a copy of the contract. The contract will cover the following items:
2. The price and other terms of the sale by the seller to the purchaser.
3. That the purchaser will arrange for pre-purchase inspection of the dwelling by an independent professional inspector.
4. That the purchaser is not obligated to purchase the home unless inspection is satisfactory to the purchaser.
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1. Occupancy of the Home
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  - b) Once the homeowner moves out, NNJHA will discontinue making payments and if the homeowner moves out without informing the HA, the family or the lender must pay back NNJHA for the month when the family moved.

I. Family Obligation

1. For a family to continue receiving homeownership assistance they must comply with the following obligations:
  - a) Ongoing Counseling To the extent required by NNJHA, the family must attend and complete ongoing homeownership counseling.
  - b) Compliance of Mortgage The family must comply with the terms of any mortgage securing debt incurred to purchase the home, and any refinancing of such debt.
  - c) Prohibition against conveyance or transfer of home As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to [S982.551 (h) and (i)]. The family may not sell, convey or transfer any interest in the home to any entity or persons other than a member of the assisted family residing in the home.
    - i) In the case of assistance for a homeowner, the family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
    - ii) Upon death of a family member who hold, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of the title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with [S982.551]

- d. Supply required information. The family must supply NNJHA in accordance with [982.551].
- i) Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt, including any information about the family defaulting on the property, and any satisfaction or payment of mortgage debt.
  - ii) Any transfer or sale of the property
  - iii) The family's homeownership expenses
  - iv) The family must notify NNJHA before they move out
  - v) The family must notify NNJHA if they are in default of the mortgage.
  - vi) The family must notify NNJHA of any new family members. They must get approval from NNJHA to bring in new family occupant (other than new infants, foster children, adopted etc).
  - vii) The family must notify NNJHA if a family member moves out of the home.
  - viii) Members of the family may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit.
  - ix) The family must provide NNJHA with any information or certification to verify the family is occupying the unit.
  - x) The family members must not commit fraud, bribery or other corrupt or criminal acts in connection with the program. Crimes by family members include: drug related crimes, or violent criminal activity.
  - xi) The family may not receive assistance from the homeownership program while receiving assistance through another housing subsidy, for the same unit or for a different unit, under any duplicative federal, state or local housing assistance program.
  - xii) Statement of homeowner obligation Before commencement of homeownership assistance, the family must execute a statement of family obligation in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership assistance option.

**Results of the Program:** This Homeownership Program is an expansion of the commitment by Northeast Nebraska Joint Housing Authority to serve low-to-moderate income families in Northeast Nebraska. The Housing Authority wishes to assist their clients with Housing Choice Vouchers in either rental assistance or through homeownership assistance, which will assure expanding opportunities for them and our communities.