

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

PHA Plans

5 Year Plan for Fiscal Years 2001 - 2005

Annual Plan for Fiscal Year 2001

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

HUD 50075
OMB Approval No: 2577-0226
Expires: 03/31/2002

**PHA Plan
Agency Identification**

PHA Name: Housing Authority of the City of Houston

PHA Number: TX005

PHA Fiscal Year Beginning: (mm/yyyy) 01/2001

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

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

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

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

5-YEAR PLAN
PHA FISCAL YEARS 2001 - 2005

[24 CFR Part 903.5]

A. Mission

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

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: The PHA's mission is to provide safe, decent, and sanitary housing for low-income persons and to manage resources efficiently and effectively. It shall promote personal, economic and social upward mobility to assist clients to make the transition from subsidized to non-subsidized housing.

B. Goals

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

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

- PHA Goal: Expand the supply of assisted housing
Objectives:
 - Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
 - Improve public housing management: (PHAS score) **90%**
 - Improve voucher management: (SEMAP score) **90%**
 - Increase customer satisfaction:

- Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

- PHA Goal: Increase assisted housing choices
Objectives:
 - Provide voucher mobility counseling:
 - Conduct outreach efforts to potential voucher landlords
 - Increase voucher payment standards
 - Implement voucher homeownership program:
 - Implement public housing or other homeownership programs:
 - Implement public housing site-based waiting lists:
 - Convert public housing to vouchers:
 - Other: (list below)

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

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

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

- PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
 - Increase the number and percentage of employed persons in assisted families:

- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)

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

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

Five-Year Goals

GOAL CATEGORY 1 – IMPROVE OPERATIONAL PERFORMANCE.

This will be accomplished by:

1. Regain status as a HUD “High Performer” in HUD’s Public Housing Management Assessment Program (PHMAP); the Public Housing Assessment System (PHAS) for FY 2001-2005; and the Section 8 Management Assessment Program (SEMAP).
2. Applying Industry Best Practices and practical business approaches to the operations and management of HACH. This will be accomplished by:
 - a) Assessing operations to identify and remove unnecessary, burdensome administrative and bureaucratic obstacles to service delivery in all operational areas;
 - b) Implementing modern business methods to improve work efficiency, reduce paperwork, eliminate waste, and duplicated action;
3. Improve the performance of Housing Operations Department, specifically:
 - a) Progressively reduce the average unit vacancies at HACH

development to less than 1% by December 2003;

- b) Progressively reduce the average unit make-ready days to 15 days by December 2003;
- c) Collect 98% of rent and charges at all HACH developments by December 31, 2003;
- d) Improve the response time for correcting unit deficiencies indicated on unit inspections and audits;
- e) Provide better site management by transitioning to site based property management; and
- f) Improve the appearance and marketability of HACH housing developments.

GOAL CATEGORY 2 - INCREASE THE SUPPLY AND QUALITY OF LOW-INCOME AND AFFORDABLE HOUSING.

This will be accomplished by:

- a) Implementing all HOPE VI programs according to approved work and fund commitment schedules to create true mixed-income communities;
- c) Maintaining 100% utilization of tenant-based assistance in the Section 8 Program;
- c) Development and lease up all funded Single Room Occupancy (SRO) projects;
- d) Partnering with public and private sector firms to develop and create affordable housing in the Houston Community;
- e) Raising funds (\$ 100,000,000) by June 2003 for the development and implementation of mechanisms to add affordable housing units to HACH's inventory (mixed-income, conventional and non-assisted units); and
- f) Consolidate, sell, or reconfigure non-performing assets to improve asset

performance in meeting Consolidated Plan goals.

GOAL CATEGORY 3– IMPROVE COMMUNITY AND HOUSING CLIENT SATISFACTION.

This will be accomplished by:

- a) Obtaining high marks in Resident Customer Service as measured by PHAS and HACH's customer service system;
- b) Improving the response time for correcting resident maintenance request, and deficiencies indicated on unit inspections;
- c) Positioning the HACH to be a user-friendly agency and provide quality customer service;
- d) Developing and create a positive community and public awareness of HACH's programs and services internally, within the city, state-wide, and nationally; and
- e) Promoting and Communicating HACH's mission, vision, goals and objectives, values and culture to the residents, the community, and the private sector.

GOAL CATEGORY 4 – INCREASE ECONOMIC OPPORTUNITIES FOR PROGRAM PARTICIPANTS.

This will be accomplished by:

- a) Implementing at all HACH developments Flat Rents that reward residents for reaching out for economic improvement;
- b) Expand resident employment opportunities, and develop programs to move public housing residents from welfare to work.

GOAL CATEGORY 5 - IMPROVE STAFF SATISFACTION AND OPPORTUNITIES FOR GROWTH.

This will be accomplished by:

- a) Surveying employee morale, work habits, internal and external communications, and attitudes, and developing a program of action;

- b) Creating and encouraging staff career development and entrepreneurship and value added training to staff;
- c) Assessing performance and recognizing high and value added performers;
- d) Exploring Team building concepts to work groups;
- e) Acquiring or build a new office space for HACH by April 2003; and
- f) Emphasizing risk control, safety, health and security in all facilities for the benefit of employees of HACH.

Annual PHA Plan
PHA Fiscal Year 2001

[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

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

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

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

Executive Summary:

The Housing Authority of the City of Houston 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.

The Five-Year Plan

HACH has also adopted the following goal categories, each of which have supporting goals and objectives as contained in the Five Year Plan.

Five-Year Plan Goals

1. IMPROVE OPERATIONAL PERFORMANCE.
2. INCREASE THE SUPPLY AND QUALITY OF LOW-INCOME AND AFFORDABLE HOUSING.
3. IMPROVE COMMUNITY AND HOUSING CLIENT SATISFACTION.
4. INCREASE ECONOMIC OPPORTUNITIES FOR PROGRAM PARTICIPANTS.
5. IMPROVE STAFF SATISFACTION AND OPPORTUNITIES FOR GROWTH.

The Annual Plan

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.

Annual Plan Highlights

- *The HACH is revising the Flat Rents and Ceiling Rents at all Public Housing developments to serve as an incentive for residents to achieve levels of self-sufficiency;*
- *The HACH is implementing the Section 8(y) Homeownership Program to assist in meeting the housing needs identified in the Consolidated Plan;*
- *The HACH is applying for demolition of housing that is no longer viable, and replacing it with modern housing;*
- *The HACH is implementing the QHWRA Community Service requirement in partnership with local welfare to work and community training and employment agencies;*
- *The HACH has worked in conjunction with the Houston Police Department, and Precinct 6 Constables office in establishing and implementing a Safety and Crime Control Plan;*
- *The HACH is implementing QHWRA requirements in the Admissions and Continued Occupancy Policies, Section 8 Administrative Plan, Public Housing Lease, and related documents; and*
- *The HACH will continue to provide services with the goal of regaining the designation as a HUD High Performing Housing Authority.*

The plans, statements, budget summary, policies, and administrative plans 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 that is consistent with the Consolidated Plan.

In summary, HACH is on track in accomplishing its goal to improve the supply of quality affordable housing for the City of Houston.

iii. Annual Plan Table of Contents

[24 CFR Part 903.79 (r)]

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

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Attachments

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

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2001 Capital Fund Program Annual Statement (**Appendix C**)
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart (**Appendix G**)
- FY 2001 Capital Fund Program 5 Year Action Plan (**Appendix D**)
- Public Housing Drug Elimination Program (PHDEP) Plan (**Appendix E**)
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies (Appendix A)
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies (Appendix B)

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs (Appendix C)
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs (Appendix D)
X	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
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
X	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing (Assessment available for review at HACH central office upon request.)
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention (Appendix E)
X	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Actual Audit Report available at HACH Central office after August 21, 2000
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)
X	Application for Site-Based Waiting List	Annual Plan: Application for Site-Based Waiting List (Appendix F)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

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

Housing Needs of Families in the Jurisdiction by Family Type

Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	49,219	5	4	4	N/A	N/A	N/A
Income >30% but <=50% of AMI	32,813	5	4	3	N/A	N/A	N/A
Income >50% but <80% of AMI	67,119	3	3	2	N/A	N/A	N/A
Elderly	38,672	5	3	5	N/A	N/A	N/A
Families with Disabilities	42,375	3	3	5	N/A	N/A	N/A
White							
Hispanic							
Black							
Asian							

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

- Consolidated Plan of the Jurisdiction/s
Indicate year:
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year: **1998**
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)

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

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

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
 Public Housing
 Combined Section 8 and Public Housing
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	12502		1,800
Extremely low income <=30% AMI	11805	93%	
Very low income (>30% but <=50% AMI)	640	7%	
Low income (>50% but <80% AMI)	57	1%	
Families with children	8,331	66%	
Elderly families	833	7%	
Families with Disabilities	1122	18%	
White	769	7%	
Black	9911	79%	
Hispanic	1290	3%	
Asian/ Pacific Islander	296	11%	
Other	37	4%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1498	16%	NA
2 BR	1344	40%	NA
3 BR	527	30%	NA
4 BR	61	6%	NA
5 BR	10	1%	NA
5+ BR	4	.064%	NA

Housing Needs of Families on the Waiting List	
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
If yes:	
How long has it been closed (# of months)? 60	
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/>	Section 8 tenant-based assistance		
<input checked="" type="checkbox"/>	Public Housing		
<input type="checkbox"/>	Combined Section 8 and Public Housing		
<input type="checkbox"/>	Public Housing Site-Based or sub-jurisdictional waiting list (optional)		
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	4863		825
Extremely low income <=30% AMI	9563	90%	
Very low income (>30% but <=50% AMI)	748	8%	
Low income (>50% but <80% AMI)	84	2%	
Families with children	2099	61%	
Elderly families	754	6%	
Families with Disabilities	2252	18%	
White	239	7%	
Black	2825	78%	
Hispanic	351	13%	
Asian/ Pacific Islander	83	2%	
Other	21	1%	

Housing Needs of Families on the Waiting List			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	1067	35%	NA
2 BR	1291	32%	NA
3 BR	720	29%	NA
4 BR	48	3%	NA
5 BR	10	2%	NA
5+ BR	3	.02%	NA
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			

C. Strategy for Addressing Needs

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

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required

- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

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

Select all that apply

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

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

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

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

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

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

Select all that apply

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

The HACH will admit families up to 80% of AMI for it's Public Housing Developments and will admit families up to 50% of AMI in the Section 8 Program.

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

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

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

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

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2001 grants)		
a) Public Housing Operating Fund	\$7,378,483	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
b) Public Housing Capital Fund	16,603,096	
c) HOPE VI Revitalization	22,040,921	
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	61,646,158	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	708,987	
g) Resident Opportunity and Self- Sufficiency Grants	333,000	
h) Community Development Block Grant		
i) HOME	5,000,000	
Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	5,489,332	
4. Other income (list below)		
Excess Utilities Usage	145,930	
Interest Income	438,979	
Other Income	67,865	
4. Non-federal sources (list below)		
Low Income Tax Credits	8,300,000	
Total resources	\$128,152,751	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)
- When families are within a certain time of being offered a unit
- Other: (describe)

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

- Criminal or Drug-related activity
- Rental history
- Housekeeping (**at APV only**)
- Other (describe)

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

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

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

(2) Waiting List Organization

a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)

- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)

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

- PHA main administrative office
- PHA development site management office (**only at APV**)

Other (list below)

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

1. How many site-based waiting lists will the PHA operate in the coming year? **3**

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

If yes, how many lists? **2**

3. Yes No: May families be on more than one list simultaneously

If yes, how many lists? **No limit**

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

- PHA main administrative office
- All PHA development management offices
- Management offices at developments with site-based waiting lists
- At the development to which they would like to apply
- Other (list below)

See Appendix F

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- One
- Two
- Three or More

b. Yes No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

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

c. Preferences

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

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

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

Other preferences: (select below)

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

- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

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

1. Broad Range of Incomes

2. Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

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

4. Relationship of preferences to income targeting requirements:

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

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

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

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

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

(6) Deconcentration and Income Mixing

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

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

c. If the answer to b was yes, what changes were adopted? (select all that apply)

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

Allen Parkway Village
Victory Street Apartments
Fulton Village Apartments

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

All Public Housing Developments. Policy Follows:

ADMISSION POLICY FOR DECONCENTRATION

It is the Housing Authority of the City of Houston's policy to avoid, to the maximum extent possible, the concentration of the most economically and socially deprived families in any one or all of its developments. To achieve this, the HACH will encourage income mixing by admitting higher income families into lower income developments and lower income families into higher income developments.

To establish a Board Range of Incomes at the developments, the HACH will select families from the Waiting List on the basis of their income and may skip applicants to house another applicant with the targeted income level. This will be done in a uniform and non-discriminating manner.

The HACH will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income residents will not be steered toward higher income developments.

At the beginning of each year, the HACH will analyze the income levels of residents residing in each of its developments, the income levels of census tracts in which the developments are located, and the income level of the families on the waiting list. Based on this analysis, and an analysis of the Section 8 Tenant Based income levels, a determination will be made of the marketing strategies and the deconcentration incentives and goals to implement.

The HACH may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. Acceptance of an incentive will be the sole discretion of an eligible family. The HACH will not take any adverse action toward any eligible family for choosing not to accept an incentive and occupancy of a unit; however the skipping of the family to reach another family to implement this policy shall not be considered an adverse action.

This Policy shall be implemented in a manner that does not prevent or interfere with the use of any Site Based waiting lists authorized for a particular HACH development

Employing new admission preferences at targeted developments

If selected, list targeted developments below:

Other (list policies and developments targeted below)

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

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

Additional affirmative marketing

Actions to improve the marketability of certain developments

- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

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

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

Allen Parkway Village

Bellerive

Clayton Home

Cuney Homes

Ewing Apartments

Forest Green Townhouses

Irvinton Village

Kelly Village

Kennedy Place

Lincoln Park

Lyerly

Oxford Place

Scattered Sites

Wilmington House

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

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

B. Section 8

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

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

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- Criminal or drug-related activity only to the extent required by law or regulation
- Criminal and drug-related activity, more extensively than required by law or regulation
- More general screening than criminal and drug-related activity (list factors below)
- Other (list below)

- b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- Criminal or drug-related activity
- Other (describe below)

The PHA's policy regarding release of information is:

- **To release no information without the signed client release on the individual request for information unless the blanket authorization is used.**
- **However, the PHA may release information on amounts owed to the PHA for claims paid by the PHA and not reimbursed by a client, where there is no current Repayment Agreement in effect; and**
- **The PHA may release information on amounts owed to the PHA for prior overpayment of assistance where there is no current Repayment Agreement in effect; and**
- **The PHA must release the client's current address, the client's former address and the name of the landlord of the former address, if known, to the Certificate I Voucher Holder's Prospective Landlord, upon request of the Landlord; and**

The PHA may release information requested by court subpoena.

Requests for information must be accompanied by a written Release of Information Request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law.

(2) Waiting List Organization

- a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
- None
- Federal public housing
- Federal moderate rehabilitation

- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance?
(select all that apply)

- PHA main administrative office
- Other (list below)

(3) Search Time

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

If yes, state circumstances below:

Extensions up to an additional 60 days are provided upon request

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

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

High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

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

- **A lower income resident assisted through the Housing Authority's project-based Section 8 Moderate Rehabilitation Program, excluding the SRO Program, who is currently overcrowded or under-housed where a suitable Section 8 Moderate Rehabilitation replacement unit is unavailable.**
- **A lower income resident that is physically displaced because of rental rehabilitation activities through the HOME program including overcrowding or a change in the use of the unit.**
- **A lower income resident of a HOME Program renovated rental rehabilitation property that has a post-rehabilitation rent burden in excess of 40 percent of adjusted income**
- **Families that become displaced by HACH through the termination of a HACH Section 8 Moderate Rehabilitation Housing Assistance Payments Contract or through a reduction in the number of assisted units in the Section 8 project-based Moderate Rehabilitation Contract.**
- **Families that become displaced by HACH through actions to develop incremental units of affordable housing relative to HACH responsibilities associated with the HOPE VI grant for Allen Parkway Village and the Allen Parkway Village Historic Community (APVHC).**
- **Families residing in public housing that become displaced by HACH due to unit conversion will be offered first an available public housing unit. If a displaced family does not accept the offer of a public housing unit because of the circumstances of the offer and presents to the satisfaction of HACH, clear evidence (good cause) that acceptance of the offer of a vacancy will result in undue hardship or disability, the displacee will be provided with Section 8 assistance, pending funding availability.**

Examples of good cause reasons for the refusal of public housing include, but are not limited to:

- **Inaccessibility to source of employment, education, job training, children's day care, or educational program for children with disabilities when the displacee has a child participating in such a program, that would require the adult household member to quit a job, drop out of an educational or job training program.**
- **The unit is inappropriate for the applicant's disabilities or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty day notice to move.**

- **An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.**

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

- 1 All Local Preferences**
- 2 Date and Time**

Former Federal preferences

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

Other preferences (select all that apply)

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

- **A lower income resident assisted through the Housing Authority’s project-based Section 8 Moderate Rehabilitation Program, excluding the SRO Program, who is currently overcrowded or under-housed where a suitable Section 8 Moderate Rehabilitation replacement unit is unavailable.**
- **A lower income resident that is physically displaced because of rental rehabilitation activities through the HOME program including overcrowding or a change in the use of the unit.**
- **A lower income resident of a HOME Program renovated rental rehabilitation property that has a post-rehabilitation rent burden in excess of 40 percent of adjusted income**
- **Families that become displaced by HACH through the termination of a HACH Section 8 Moderate Rehabilitation Housing Assistance Payments Contract or through a reduction in the number of assisted units in the Section 8 project-based Moderate Rehabilitation Contract.**

- Families that become displaced by HACH through actions to develop incremental units of affordable housing relative to HACH responsibilities associated with the HOPE VI grant for Allen Parkway Village and the Allen Parkway Village Historic Community (APVHC).
- Families residing in public housing that become displaced by HACH due to unit conversion will be offered first an available public housing unit. If a displaced family does not accept the offer of a public housing unit because of the circumstances of the offer and presents to the satisfaction of HACH, clear evidence (good cause) that acceptance of the offer of a vacancy will result in undue hardship or disability, the displacee will be provided with Section 8 assistance, pending funding availability.

Examples of good cause reasons for the refusal of public housing include, but are not limited to:

- Inaccessibility to source of employment, education, job training, children’s day care, or educational program for children with disabilities when the displacee has a child participating in such a program, that would require the adult household member to quit a job, drop out of an educational or job training program.
- The unit is inappropriate for the applicant’s disabilities or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty day notice to move.
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

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

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

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

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

6. Relationship of preferences to income targeting requirements: (select one)

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.79 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). **(See FY 2000 Income Limits below.** (If selected, skip to sub-component (2))

**HOUSING AUTHORITY OF THE CITY OF HOUSTON
LOW RENT PUBLIC HOUSING
ADMISSION INCOME LIMITS
2000**

Number of Persons	Very Low Income Limits 30% Area Median	50% of AMI	Lower Income Limits 80% Area Median	Houston Area-Wide Median Income
1	\$11,900	\$19,850	\$31,750	\$39,700
2	\$13,600	\$22,700	\$36,300	\$45,400
3	\$15,300	\$25,500	\$40,800	\$51,000
4	\$17,000	\$28,350	\$45,350	\$56,700
5	\$18,350	\$30,600	\$49,000	\$61,200
6	\$19,750	\$32,900	\$52,600	\$65,800
7	\$21,100	\$35,150	\$56,250	\$70,300
8	\$22,450	\$37,400	\$59,850	\$74,800

---or---

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

b. Minimum Rent

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

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

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

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

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

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

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

See attached ACOP regarding Flat and Ceiling Rents (Appendix A)

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

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

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

Other (describe below)

e. Ceiling rents

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

Yes for all developments

Yes but only for some developments

No

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

- For all developments
- For all general occupancy developments (not elderly or disabled or elderly only)
- For specified general occupancy developments
- For certain parts of developments; e.g., the high-rise portion
- For certain size units; e.g., larger bedroom sizes
- Other (list below)

Housing Authority of the City of Houston										
Ceiling Rent Amount by Bedroom Size - FY2001										
TX #	Development	Eff.	1	2	3	3(b)	4	4(b)	5	6
501	Cuney		\$368	\$480	\$552		\$635			
502	Kelly		\$395	\$495	\$565		\$640			
505	Irvinton		\$380	\$460	\$529		\$608			
506	Clayton		\$400	\$520	\$675		\$790			
511	Lincoln		\$429	\$502	\$561		\$653			
512	Oxford		\$365	\$483	\$529		\$608			
513	Forest Green			\$391	\$450	\$518	\$596	\$685		
514	Ewing		\$350	\$550						
516	Kennedy			\$454	\$522		\$600		\$690	\$794
519	TX 519				\$691		\$814			
520	Wilmington			\$484			\$631			
521	TX 521				\$691		\$814			
530	TX 530				\$691		\$814			
531	TX 531				\$691		\$814			
544	Lyerly		\$820							
545	Bellerive		\$995	\$1,170						

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

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

Housing Authority of the City of Houston										
Local Rent Comparability Amount by Bedroom Size - FY2001										
TX #	Development	Eff.	1	2	3	3(b)	4	4(b)	5	6
501	Cuney		\$365	\$480	\$552		\$635			
502	Kelly		\$395	\$495	\$565		\$640			
505	Irvinton		\$380	\$460	\$529		\$608			
506	Clayton		\$400	\$520	\$675		\$790			
511	Lincoln		\$429	\$502	\$561		\$607			
512	Oxford		\$365	\$460	\$529		\$608			
513	Forest Green			\$391	\$450	\$518	\$596	\$685		
514	Ewing		\$350	\$550						
516	Kennedy			\$454	\$522		\$600		\$690	\$794
519	TX 519				\$691		\$814			
520	Wilmington			\$484			\$631			
521	TX 521				\$691		\$814			
530	TX 530				\$691		\$814			
531	TX 531				\$691		\$814			
544	Lyerly		\$820							
545	Bellerive		\$995	\$1,170						

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

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

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)
Operating Costs

Housing Authority of the City of Houston										
Proposed Flat Rent Amount by Bedroom Size - FY2001										
TX #	Development	Eff.	1	2	3	3(b)	4	4(b)	5	6
501	Cuney		\$368	\$461	\$521		\$604			
502	Kelly		\$294	\$459	\$537		\$626			
505	Irvinton		\$324	\$420	\$526		\$588			
506	Clayton		\$272	\$364	\$499		\$608			

511	Lincoln		\$346	\$446	\$540		\$653			
512	Oxford		\$346	\$483	\$519		\$598			
513	Forest Green			\$332	\$376	\$442	\$486	\$575		
514	Ewing		\$344	\$527						
516	Kennedy			\$288	\$396		\$458		\$497	\$606
519	TX 519				\$416		\$499			
520	Wilmington			\$251			\$502			
521	TX 521				\$416		\$499			
530	TX 530				\$400		\$480			
531	TX 531				\$412		\$494			
544	Lyerly		\$461							
545	Bellerive		\$417	\$970						

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

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

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

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

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

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

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

- Annually
- Other (list below)

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

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

Tenant Rent & HAP paid by participants in the certificate program

(2) Minimum Rent

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

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

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

5. Operations and Management

[24 CFR Part 903.7 (e)]

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

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached. **(Appendix G)**
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

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

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	4,143	600
Section 8 Vouchers	3,219	350
Section 8 Certificates	7,642	775
Section 8 Mod Rehab	974	400
Special Purpose Section 8 Certificates/Vouchers (list individually)		
-Welfare to Work	700	0
-Mainstream	100	0
-Family Unification	133	4
-Veterans Assisted Supportive Housing (VASH)	100	1
-Project Based Owner Opt Out	378	0
-Homeownership	100	0
Section 8 New Construction	300	36
5(H) and Section 8 Homeownership	40	0
Public Housing Drug Elimination Program (PHDEP)	3300	N/A
Other Federal Programs (list individually)		

Family Self-Sufficiency	159	15
ROSS	3000	N/A

C. Management and Maintenance Policies

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

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

(2) Section 8 Management: (list below)

NUMBER	TITLE	DATE ISSUED	ISSUED BY DEPT	COMMENT
95-1-01	Dress Code Policy	5/26/95	HR	
96-2-01	Towing Policy	8/26/96	LEGAL/PHO	
97-1-04	Personal Car Mileage Reimbursement	8/26/98	EXE	Replaces SOP 87-1-09A1
97-1-07	Relationships between HACH Personnel and HACH Tenants	2/18/99	EXE	
97-2-01	One Strike You're Out Policy	1/21/98	LEGAL/PHO	
97-2-02	File Organizational Checklist	7/16/98	PHO	Replaced by 98-2-88
97-2-03	Site Inspections	7/16/97	EXE	
97-2-05	Admissions-Public Housing	4/1/97	HM/S8/ISM	
98-2-02	Policy and Procedure for Investigating and Reporting Claim/Incident that takes Place on Housing Authority Property	4/16/98	PHO	
98-2-93	Policy and Procedure for Project Based Evictions for Non-Payment of Rent	4/16/98	LEGAL/PHO	
98-2-04	Policy and Procedure for Eviction for Cause	4/16/98	LEGAL/PHO	
98-1-05	HACH Electronic Mail Policy	5/19/98	ISM	
98-1-06	HACH Electronic Mail Procedure	5/19/98	ISM	
98-2-07	Policy and Procedure for Use of Community Property	11/4/98	PHO	
98-2-08	Care and Maintenance of Dwelling Unit	1/11/84	PHO	
98-2-09	Interfund Transfers	11/4/98	FIN	
98-1-10R	Resident Employees	11/4/98	PHO	
98-2-11	Procedure for Pre-Occupancy Inspections	11/4/98	PHO	
98-1-12	Approved Signature Listings (Major Documentation)	11/4/98	FIN	

98-2-13R	Balance Sheet Account Reconciliations	11/4/98	FIN	
98-2-14	Accounts Payable-Check Processing	11/4/98	FIN	
98-1-15	Timesheets	11/4/98	FIN	
98-2-16	Journal Entries/Vouchers	11/4/98	FIN	
98-2-17	Reconciliation of Bank Accounts	11/4/98	FIN	
98-2-18	Outstanding Checks	11/4/98	FIN	
98-2-19	Tenant Escrow Procedure	11/4/98	FIN	
98-2-20	Section 8 Accounting Procedures	11/4/98	FIN	
98-2-21	Controls of Signature Plates	11/4/98	FIN	
98-2-22	Control of Blank Checks	11/4/98	FIN	
98-2-23	Yearly Re-Examination and Inspection	11/4/98	PHO	
98-2-24	Household Audit Procedures	11/4/98	PHO	Replaces 84-2-01
98-2-25	Security Deposit Procedures	11/4/98	FIN	
98-2-26	Allocation of Salary and Overhead Costs	11/4/98	FIN	
98-1-27	Vehicle Preventive Maintenance System	11/4/98	MAINT./PHO	
98-2-28	Development Program Construction	11/4/98	DCI	
98-2-29	Contract Labor Standards Compliance	11/4/98	DCI	
98-2-30	Turnkey Evaluation Procedure	11/4/98	DCI	
98-2-31	Temporary Relocation Policy and Procedure	11/4/98	DCI	
98-1-32R	Smoking Policy	11/4/98	EXE	
98-2-33	Equipment Loan	11/4/98	MAINT.	

NUMBER	TITLE	DATE ISSUED	ISSUED BY DEPT.	COMMENT
98-2-34	Credit Checks	11/4/98	PHO	
98-1-35	Procedures for Monitoring and Maintaining Authority Contracts	11/4/98	LEGAL	
98-2-36R	Extermination for Pest (Insect) Control	11/4/98	MAINT.	
98-2-37	Procedure and Operational Methods for Vacant Units, Make Readies and Lease-ups	11/3/98	PHO/MAINT.	
98-2-38R	Rental Rehabilitation	11/4/98	SECTION 8	
98-2-39R	Initial Certification of Housing Eligibility	11/4/98	SECTION 8	
98-2-40R	Implementation of Preference Rule	11/4/98	SECTION 8	
98-2-41R	Resident's Appliances	11/4/98	PHO/MAINT.	
98-2-42R	Claims for Damages	11/4/98	SECTION 8	
98-2-43	Recovery of Monies due HACH	11/4/98	SECTION 8	
8-2-44R	Denial or Termination of Assistance	11/4/98	SECTION 8	
98-2-45	Tenant Account Data Entry	11/4/98	PHO	
98-2-46	Home Visit Log	11/4/98	PHO	
98-2-47R	Proposed Evictions	11/4/98	SECTION 8	Replaces SOP 88-2-11
98-2-48	Initial Certification for Moderate Rehabilitation	11/4/98	SECTION 8	Replaces SOP 88-2-09
98-2-49	Vehicle Use Procedures	11/4/98	EXE	Replaces Sop 87-1-02
98-2-50	Housing Quality Standards (HQS) Inspections	11/4/98	SECTION 8	Replaces SOP 90-2-01
98-2-51	File Maintenance	11/4/98	SECTION 8	

98-2-52R	Eligibility and Outreach	11/4/98	SECTION 8	
98-2-53R	Tenant Assignment Voucher and Certificate	11/4/98	SECTION 8	Replace SOP 88-2-3
98-2-54	Interim Re-Examinations	11/4/98	SECTION 8	
98-2-55	Recurring HAP Audit Tests	11/4/98	EXE	
98-1-56	Requisition Approval for Budget Availability	11/4/98	FIN	Replaces SOP 85-2-06
98-2-57	Rent Adjustment for Housing Authority of the City of Houston Owned U.S. Dept. of Housing and Urban Development Subsidized Properties	11/4/98	PHO	
87-2-58	Monitoring Program Performance Quality Control Audits	11/4/98	SECTION 8	Replaces SOP 88-2-15
98-2-59	Section 8 Portability	11/4/98	FIN & SECTION 8	
98-2-60R	Semi-Annual Confirmation of Funding Agencies Balance	11/4/98	FIN	Replaces SOP 85-2-04
98-2-61	Vacancy Loss Claims	11/4/98	PHO	
98-2-62	Tenant Charge Preparation and Supervisory Review	11/4/98	PHO/MAINT.	
98-2-63	Annual Review of the HACH Schedule of Tenant Charges and Sales	11/4/98	PHO/MAINT.	
98-2-64	Tenant Sales and Charges	11/4/98	PHO/MAINT.	
98-2-65	Tenant Cash Receipts Reconciliation	11/4/98	FIN	

NUMBER	TITLE	DATE ISSUED	ISSUED BY DEPT.	COMMENT
98-2-66	Monetary Adjustments	11/4/98	FIN	
98-2-67	Tenant Collections	11/4/98	FIN	
98-2-68	Bank Charges and Back Credits	11/4/98	PHO	
98-2-69	Interim Rent Changes	11/4/98	PHO	
98-2-70	Offers, Leasing Apartments and Initial Rent Review	9/15/92	PHO	
98-2-71	Eligibility Requirements, Application Procedure and Waiting List	11/4/98	SECTION 8	
98-1-72	Mainframe Computer Audit Trails	11/4/98	EXE	
98-2-73	Comparability Studies	11/4/98	EXE	
98-2-74	Subsidy Payment Worksheet	11/4/98	SECTION 8	
98-1-75	Petty Cash Funds	11/4/98	FIN	Replaces SOP 86-1-08
98-2-76	Vendor Information Processing	11/4/98	SECTION 8	
98-1-77	Telephone Usage Procedures	11/4/98	EXE	
98-2-78	Rent Collection Procedure	11/4/98	PHO	
98-2-79	Managing Tenant Rent Collections and Security Deposits	11/4/98	PHO	
98-2-80	Policy and Procedure for Collecting Delinquent Accounts	11/4/98	PHO	
98-2-81	Vandalism	11/4/98	MAINT	
98-2-82	Housing Quality Standards (HQS) Inspections	11/4/98	MAINT	
98-2-83	Procurement Files	11/4/98	PURCHASING	

98-1-84	HACH Training Room Procedures	11/4/98	ISM	
98-1-85	Flextime Hours and Work Schedule	11/4/98	HR	
98-1-86	Reporting and Processing Damage to and Loss of HACH Property	11/4/98	LEGAL	
98-2-87	Civic Association Fee Processing	11/4/98	PHO	
98-2-88	File Organization Checklist	11/4/98	PHO	
98-1-89	Travel Guidelines and Procedures	11/4/98	EXE	
98-1-90	Use of the Standard Operating Procedure Form	11/4/98	EXE	
98-1-90	Rent Calculations	11/4/98	PHO	
99-1-01	HACH Fixed Assets Inventory Control	4/19/99	PURCHASING	
99-2-02	Satellite Dishes & Antennas Procedure	5/25/99	PHO	
99-2-03	Lead Based Paint Notification	6/16/99	Section 8	
99-2-04	Annual Rent Increase Adjustment	9-9-99	Section 8	
99-2-05	Rent Reasonable Survey	12/22/99	Section 8	

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

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

A. Public Housing

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

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)
- PHA main administrative office
 - PHA development management offices
 - Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based

assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- PHA main administrative office
 Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.79 (g)]

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

A. Capital Fund Activities

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

(1) Capital Fund Program Annual Statement

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

Select one:

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

-or-

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

(2) Optional 5-Year Action Plan

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

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

b. If yes to question a, select one:

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

-or-

The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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

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

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

1. Development name: Allen Parkway Village & **Allen Parkway Village Off-Site Replacement Housing**
2. Development (project) number: TX24P005004 and TX24P005007
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved**
 - Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:

Lincoln Park Apartments

Yes No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?
If yes, list developments or activities below:
Allen Parkway Village, Victory Apartments, Fulton Village and other opportunities as identified

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

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: Clayton Homes 1b. Development (project) number: TX005006
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(09/10/99)</u>

5. Number of units affected: 36
6. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 9/2000 b. Projected end date of activity: 12/2001

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

[24 CFR Part 903.7 9 (i)]

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

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

2. Activity Description

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

Designation of Public Housing Activity Description
1a. Development name: Historic Oaks of Allen Parkway Village
1b. Development (project) number: TX24P007

2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: (07/12/97)
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan? N/A
6. Number of units affected: 156 7. Coverage of action (select one) <input checked="" type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

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

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

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

2. Activity Description

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

Conversion of Public Housing Activity Description
--

1a. Development name: 1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

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

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

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

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

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

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name: Scattered Sites	
1b. Development (project) number: TX24P00519	
2. Federal Program authority:	
<input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY) 30 days after publication of HUD Final Rule	
5. Number of units affected: 93	
6. Coverage of action: (select one)	
<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development	

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name:	Scattered Sites
1b. Development (project) number:	TX24P00521
2. Federal Program authority:	<input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission:	<u>(DD/MM/YYYY) 30 days after publication of HUD Final Rule</u>
6. Number of units affected:	76
6. Coverage of action: (select one)	<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)	
1a. Development name:	Scattered Sites
1b. Development (project) number:	TX24P00530
2. Federal Program authority:	<input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)	<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission:	<u>(DD/MM/YYYY) 30 days after publication of HUD Final Rule</u>

7. Number of units affected: 79

6. Coverage of action: (select one)

Part of the development

Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Scattered Sites 1b. Development (project) number: TX24P00531
2. Federal Program authority:
<input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)
<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY) 30 days after publication of HUD Final Rule
8. Number of units affected: 65
6. Coverage of action: (select one)
<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 4th Ward New Construction Homeownership 1b. Development (project) number: TX24P00004/007
2. Federal Program authority:
<input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input checked="" type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)
<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application

4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY) 30 days after publication of HUD Final Rule
9. Number of units affected: 44
6. Coverage of action: (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: City-Wide Loan to Purchase Homeownership Program
1b. Development (project) number: TX24P00004/007
2. Federal Program authority:
<input type="checkbox"/> HOPE I
<input type="checkbox"/> 5(h)
<input type="checkbox"/> Turnkey III
<input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one)
<input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program
<input checked="" type="checkbox"/> Submitted, pending approval
<input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY) 30 days after publication of HUD Final Rule
10. Number of units affected: 215
6. Coverage of action: (select one)
<input type="checkbox"/> Part of the development
<input checked="" type="checkbox"/> Total development

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Section 8 Homeownership Program
1b. Development (project) number:
2. Federal Program authority:
<input type="checkbox"/> HOPE I
<input type="checkbox"/> 5(h)
<input type="checkbox"/> Turnkey III
<input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)

<p>3. Application status: (select one)</p> <p><input type="checkbox"/> Approved; included in the PHA's Homeownership Plan/Program</p> <p><input type="checkbox"/> Submitted, pending approval</p> <p><input checked="" type="checkbox"/> Planned application</p>
<p>4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY) <u>30 days after publication of HUD Final Rule</u></p>
<p>11. Number of units affected:</p> <p>6. Coverage of action: (select one)</p> <p><input type="checkbox"/> Part of the development</p> <p><input checked="" type="checkbox"/> Total development</p>

4TH WARD- NEW CONSTRUCTION- HOME OWNERSHIP PROGRAM

SUMMARY OF PLAN

HACH will provide a minimum of 45 new construction homeownership replacement units within the Fourth Ward/Freedmen's Town. These single-family detached homes will be constructed on land currently owned or under option by HACH and sold to eligible purchasers on a fee simple basis. The units will be targeted to purchasers at 70-80% AMI. HACH will procure a developer/builder to construct these homes, and will write-down the cost of construction to the appraised value of the home. Current assumptions indicate that the average target purchaser, with an income of 75% AMI, will not be able to afford the projected sales price of \$82,000 without additional subsidy. Accordingly, HACH will also provide subordinate second mortgages to these households. Eligible households may also choose to seek down payment assistance through the Homes for Houston program. In all, this component of the homeownership plan will require \$1,673,206 in HOPE VI funds, and leverage an additional \$3,241,052 from other public and private sources. HACH is committed to moving forward as quickly as possible with this component.

CITY WIDE LOAN TO PURCHASER HOME OWNERSHIP PROGRAM

SUMMARY OF PLAN

Due to the scarcity of affordable land within the Fourth Ward/Freedmen's Town, HACH has determined the most cost-effective means of providing for-sale units affordable to low-

income purchasers will be to form a loan-to-purchaser program. HACH will provide 215 homeownership replacement units through a loan-to-purchaser program that provides qualified purchasers with subordinate financing for homes that meet specific criteria. Eligible homes under the program are single-family attached or detached homes sold on a fee simple basis, located in the Fourth Ward/Freedmen's Town or non-impacted neighborhoods in Houston. The program will give first priority to those purchasing homes in the Fourth Ward/Freedmen's Town to maximize affordable homeownership opportunities in this emerging new community- It will be available for use with any new construction, rehabilitated, or existing home. HACH will target families at 50-80% AMI for these loan; the average buyer, with an income- of 67% AMI will receive a mortgage of \$24,262.

B. Section 8 Tenant Based Assistance

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

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

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

- **Financial capacity to support the mortgage**
- **Completion of Homeownership Counseling**

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

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

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? 29/10/96

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

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

Economic Development and Supportive Services Grant

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

(select all that apply)

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

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
FAMILY SELF SUFFICIENCY	135	SPECIFIC CRITERIA	DEVELOPMENT OFFICE	BOTH
ECONOMIC DEVELOPMENT SUPPORTIVE SERVICES (I RISE) PROGRAM	3000	PARTICIPANT APPLICATION	DEVELOPMENT OFFICE	PUBLIC HOUSING

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2001 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	0	0
Section 8	249	159

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

C. Welfare Benefit Reductions

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

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

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.79 (m)]

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

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)
- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
 - High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments

- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

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

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

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

Lincoln Park
Oxford Place
Kelly Village
Clayton Homes
Cuney Homes
Kennedy Place
Irvington Village

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

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

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

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

All public housing developments

C. Coordination between PHA and the police

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

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

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

All public housing developments

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2001 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2001 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. **Appendix E**

General Guidance on PHDEP Plan Submissions:

In order to receive Public Housing Drug Elimination Program (PHDEP) formula funds for Federal Fiscal Year (FFY) 2000 and thereafter, PHAs must submit a PHDEP Plan with the PHA Annual Plan. PHDEP Plans must provide the information specified in 24 CFR part 761.21 (as reflected in the PHDEP Final Rule, published September 14, 1999), in a format specified and provided by HUD. HUD is providing the required format for the PHDEP Plan as a template file made available on the PHA Plans website (mentioned previously in this notice). This template file must be submitted as an attachment to the PHA Plan.

PHAs may use a reasonable estimate of anticipated funds if formula allocations are not known during plan formulation. For FFY 2000 funding under this section, PHAs should base estimates on the same amount of funding received in FFY 1999.

Special Case: PHAs with fiscal years beginning on January 1, 2000.

PHAs with fiscal years beginning on January 1, 2000 are encouraged, but not required, to include the PHDEP Plan in their first PHA Plan. These PHAs may meet their PHDEP requirements in one of two ways: 1) submit a PHDEP Plan with this PHA Plan or 2) submit a PHDEP Plan in accordance with 24 CFR Part 761.21 and the HUD-provided format by April 1, 2000. For purposes of this FFY 2000 submission, PHA submissions of a PHDEP Plan by these PHAs will not constitute a substantial amendment of the PHA Plan.

A PHA that chooses to submit a PHDEP Plan **with** its FY 2000 PHA Plan may prepare such PHDEP Plans according to the guidelines specified in *Section III, Submission Requirements* of the May 12, 1999 Federal Register Notice *Withdrawing and Reissuing FY 1999 Notice of Funding Availability for the Public Housing Drug Elimination Program*, or use the PHDEP Plan template provided by HUD. Whether using the HUD-provided template or an alternative format, PHAs must submit the certifications referenced in section 4 of the PHDEP template instructions, below. (As mentioned in section 1.3 of this Notice, January PHAs that have submitted a previous version (7/99) of this certifications form, must submit the 12/99 version of the certifications as soon as possible so that their submission can be considered complete for purposes of approval of the PHA Plan.)

Specific instructions for completing the PHDEP Plan (in addition to those provided in the PHDEP Plan template):

This PHDEP template is provided as an 8 1/2" x 11" "portrait" document—a format conducive to viewing on the web. At the PHA's option, this template may be converted to a "landscape" version during completion so that certain tables can be widened. However, when converted to a PDF version on the web, such plans will be displayed in landscape.

Section 1: General Information / History

A If the actual amount of the grant is unknown, the PHA may estimate the amount of the grant award based on FY1999 final award.

B The applicant type should be based on eligibility status identified in the Final Rule, September 14, 1999.

Section 3: Expenditures /Obligation Milestones

Under the final formula allocation rule, a 'HA must obligate and expend funds in compliance with all funding notifications, regulations, notices, and grant agreements. In addition, the HA must obligate at least 50 percent of funds under a particular grant within 12 months of the execution of the grant agreement, and must expend at least 25 percent of funds under a particular grant within 12 months of the execution of the grant agreement.'

This section indicates how the PHA plans to comply with the regulatory requirement to obligate 50 percent of the total grant within 12 months of execution and expend 25 percent of the total grant within 12 months of execution. Your plan must indicate on what activities you will expend and obligate, 25% and 50%, of PHDEP funds, respectively, by budget line item.

Section 4: Certifications

A comprehensive certification of compliance with respect to the PHDEP Plan submission is included in the 12/99 version of the "PHA Certifications of Compliance with the PHA Plan and Related Regulations." This certification includes an assurance that the PHA will maintain and have available for review/inspection (at all times), records or documentation regarding: baseline law enforcement services; consortium agreement/s under 24 CFR 761.15; partnership agreements and services; coordination with other law enforcement efforts; agreement(s) with local law enforcement agencies; and crime statistics.

Each of these items is a supporting document for the PHA Plan, and must be made available accordingly."

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

PET POLICY

**November, 2000
ADOPTED**

Introduction

The Housing Authority of the City of Houston (HACH) is responsible for providing decent, safe, and sanitary housing for all public housing residents. Pet ownership poses several challenges to the mission. The intent of the Pet Policy is to provide opportunities for pet ownership, maintain the decent, safe, and sanitary environment, and allow pets to contribute to the enjoyment of all residents in public housing. The HACH believes that responsible pet ownership should not infringe on the rights of HACH residents to enjoy peaceful and healthy living conditions. Pets have the right to be lovingly cared for, and owners must take responsibility for the health and safety of pets and the HACH community. The HACH hopes that the joys of pet ownership contribute to enjoyment of life in HACH developments for those residents that take this step responsibly.

Purpose

The purpose of this policy is to set forth the HACH's policy regarding pet ownership for residents in the public housing program. This policy is based on guidance contained in HUD's proposed rule dated June 23rd, 1999, and the final rule dated July 20, 2000. This policy complies with regulatory requirements and guidelines the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

Applicability

Provisions of this policy apply to all HACH Public Housing units except under the following conditions:

1. This policy does not apply to trained animals that assist persons with disabilities. The HACH is not applying or enforcing any policies established under this policy against trained animals that are necessary as reasonable accommodation to persons with disabilities. This exclusion applies to both trained animals that reside in public housing, as that term is used in 24 CFR, Sec. 960.703, and trained animals that visit these projects.
2. The HACH does not, by implementation of this policy, intend to limit or impair the rights of persons with disabilities.
3. The HACH reserves the right to regulate trained animals that assist persons with disabilities, under Federal, State, or local law.

The Provisions of this Pet Policy are incorporated by reference into every lease of any resident living in low rent public housing or Section 8 New Construction housing.

Pet Ownership Conditions

HACH residents of a dwelling unit in public housing, and Section 8 New Construction housing, may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following reasonable owner requirements and responsibilities.

Pet Application and Registration requirements - Prior to obtaining a pet, potential owners are encouraged to complete a Pet Application/Registration Form to notify the HACH of their intent to obtain a pet. This will provide the resident and HACH an opportunity to review the suitability of the pet being considered, and prevent the likelihood of expenses being paid for a pet that the HACH has determined unsuitable for the subject unit/development. At that time the HACH can estimate the pet deposit and non-refundable pet fee amounts, and provide information regarding pet ownership.

Pet owners are required to complete a HACH Pet Ownership Application and Registration Form, and pay, or make arrangements to pay pet deposit(s) and fee(s) before bringing a pet into their unit. The HACH pet deposit, non-refundable pet fee, and copies of vaccination and certifications required by law must be submitted at the time of filing of the application. Failure to comply with this provision is a violation of the lease. The HACH will review and make a determination regarding the application within 30 days of receipt. If the HACH determines that the pet is not suitable for the type, size, and location of the unit, the pet will not be permitted in the public housing development or unit. ***The HACH will not be responsible for any cost incurred in purchasing, licensing, or otherwise preparing the pet for occupancy.***

Owners must certify compliance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations: Owners may not acquire, or have a pet prohibited by law.

Owners must certify that they will abide by HACH policy, rules, and regulations with regard to ownership of pets as a condition of conformity with their lease.

In compliance with 24 CFR Sec. 960.707, the HACH has established the following reasonable requirements:

I. Non Refundable Fee

The pet owner shall pay a non-refundable nominal fee to cover the reasonable operating costs to the project relating to the presence of pets. The annual unit inspection will note damages and or deterioration to the unit, or development, that appear to be caused by the presence of the pet(s). HACH will notify the tenant of the charges that will be deducted for the cost of the repair. Once the repair is completed the resident will be asked to replenish the fee within 30 days including any additional costs that exceeds the amount of the non-refundable fee. The non-refundable fee amounts are listed in the pet categories and deposits table.

II. Refundable Pet Deposit

The pet owner shall pay a refundable pet deposit to cover additional pet related costs not otherwise covered. This deposit will be used upon vacancy of the unit only. The non-refundable deposit will be applied to the charges first, followed by the refundable amounts. If a portion of the refundable deposit remains following the handling of pet related charges it will be credited to the residents account for final settlement with any other outstanding charges. The pet deposit amounts are listed in the pet categories and deposits table.

Refund of pet deposit - Once submitted the HACH will deposit the pet owner's pet deposit in an escrow account. When the owner vacates HACH, the HACH will refund the unused portion of the deposit, plus any accrued interest, to the owner-resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the dwelling unit of such resident.

III. Pet Categories and Deposits

Pet Category	Conditions	Refundable Deposit	Non-Refundable Fee
1. Dogs and Cats	One pet maximum weighing no more than 35 lbs., maximum adult weight. No provisions for litters. Pets should be spayed or neutered.	\$100	\$100
2. Birds	Number as appropriate for cage size.	\$25*	\$25*

3. Fish	Maximum tank size of 24" in length, width, or height. Number as appropriate for tank size.	\$25*	\$25*
4. Other	Considered on a case-by-case basis, upon written approval of the HACH.	Per HACH determination	Per HACH determination
5. Small - domesticated rodent, i.e., hamster	One pet maximum. Must reside in a cage	\$25*	\$25*

***These fees and deposits are per unit. It does not apply to each pet in these categories. Limit 1 cage or 1 tank per unit.**

IV. Restrictions

The HACH prohibits animals that are classified as dangerous. Some animals become dangerous based on certain factors, including the size and weight of animals. The HACH reserves the right to deny ownership of prohibited animals if the animal can be expected to *become dangerous or to exceed established weight limits* at any time in its normal lifetime. The HACH will consider this on a case-by-case basis, since there are too many variables to consider individually by policy.

The HACH may restrict or prohibit pets not confined to tanks or cages from units/developments that are over occupied, or determined to have insufficient living space for the family and pet. Residents are to comply with all leash laws imposed by the local jurisdiction, and are responsible for immediately removing any pet droppings. Walking of pets without proper equipment to clean up after the pet will be considered a lease violation.

In some cases, the HACH may be aware of environmental allergies, or pet allergies of residents in or around the unit of a resident that has applied for pet ownership. If necessary, the HACH may provisionally grant, or deny, ownership of the requested pet if it is determined it poses a threat to the accommodations made to any resident. The HACH will consider this on a case-by-case basis, since there are too many variables to consider individually by policy.

Where appropriate to local conditions and in consultation with each site's Resident Council, the HACH can institute pet free areas in addition to lobbies, laundry rooms, and other common areas, where pets will not be allowed.

V. Pet Kind, Number and Size

- A. **Residents shall only be allowed to keep a common household pet, which is defined as a dog, cat, bird, fish or small-domesticated rodent such as a hamster.**
- B. Only one pet per apartment will be allowed except for fish, or birds that are limited to the number that can be adequately accommodated by a single aquarium or birdcage not exceeding the size described below.

- C. No cat or dog shall exceed 20" in length (excluding tail) or weigh more than 35 pounds, except for specially trained dogs used by the handicapped.
- D. No aquarium shall exceed 24" in length, width, or height. The number or size of fish kept therein shall not exceed that which the aquarium can adequately accommodate.
- E. No cage for a bird shall exceed 36" in height, width, or depth, or 24" in diameter. No more than two birds will be allowed per dwelling rental unit.
- F. No cage for a small-domesticated rodent shall exceed 18" in height, width, depth, or diameter.
- G. No reptiles or amphibians will be permitted.

VI. Pet Application/Registration and Pet Security

- A. All pets must be registered with the Housing Authority Manager before the pet is brought to reside on the premises. Pets will be allowed in the unit only after the tenant has presented a fully completed Housing Authority application/ registration form to the Manager and the Manager has approved the application. The resident must update the pet registration form at least once each year at the same time the resident's annual recertification is completed. Only a pet owned by the resident may be registered and no visitor's pets will be allowed on the premises, with the exception of specially trained dogs used by the handicapped.
- B. All female dogs and cats over six months old must be spayed and all male dogs and cats over eight months old must be neutered before the Housing Authority will consider approval of such dog or cat to be in the unit, unless a letter is received from a licensed veterinarian giving a medical reason why such operation is detrimental to the pet's health. If at the time of the application/registration the dog or cat is too young to be spayed or neutered, then the resident must agree to have the pet spayed or neutered within two weeks after the pet attains the prescribed age, unless a letter is received from a licensed veterinarian giving a medical reason why such operations is detrimental to the pet's health.
- C. The Housing Authority may refuse to approve a pet if it is not a common household pet as defined in Section V above, if the keeping of the

pet will violate any of the Pet Policy provisions, if the presence of the pet will constitute a serious threat to the health of any other resident of the complex, if the resident fails to satisfy all of the requirements of the pet registration form, or if the resident fails to update the pet registration at the time of the resident's annual recertification.

- D. The Housing Authority shall notify the resident if the Housing Authority refuses to approve a pet. The notice shall state the basis for the Authority's refusal and such notice may be combined with a notice of violation of the Pet Policy. Any such notice may be mailed to the resident (First class or Certified), hand delivered to an adult in the resident's apartment, or if no adult answers the door of the resident's apartment, by placing the notice under the door, if possible, or by attaching the notice to the resident's door.
- E. If the Housing Authority approves the pet(s), a precondition to bring the pet(s) upon the premises will be the payments of the pet deposits in the amounts specified in Section III above. The pet refundable deposit shall be returned only upon the resident's notification in writing to cancel his/her pet registration, and after the Manager verifies by visual inspection of the apartment, that the pet has in fact been removed from the premises without having caused any damages.

VII. Vaccinations, Licensing and Compliance with Animal Laws

- A. Every dog and cat must be immunized against rabies by a veterinarian licensed in the State of Texas before it is brought upon the premises. Each resident owning a dog or cat shall procure a rabies vaccination certificate from the veterinarians administering the vaccine, and keep the certificate in his/her possession at all times. While on the premises, each dog and cat shall continue to be immunized against rabies by a licensed veterinarian at least once during any twelve-month period of time. The resident shall produce proof of the latest vaccination of the dog or cat upon request by the Manager.
- B. All dogs must be licensed by the City Health Office of Houston before it is brought upon the premises, and such license shall be renewed each year before it expires. A dog must wear a current license tag at all times in a conspicuous place on its collar.
- C. Residents shall comply with and not violate all other rules, regulations and laws promulgated by the City of Houston, Harris County or State of

Texas regarding the ownership of dogs, cats or other pets allowed to be kept on the premises.

VIII. Pet Sanitation

- A. Residents shall not permit his/her dog or cat to deposit waste on any Housing Authority premises. The dog or cat must be removed from the Housing Authority premises in order to permit the pet to deposit waste.
- B. If a cat or dog is trained to use a litter box the resident shall allow the pet to deposit waste in the litter box located only within the resident's apartment. The resident shall separate waste from litter box at least once each day and shall change the litter box material at least twice each week.
- C. A cage housing a bird or small-domesticated rodent shall have its floor covered with appropriate absorbent litter or absorbent paper. The resident shall change the litter or paper at least twice each week.
- D. An aquarium shall be regularly cleaned and have its water changed as necessary to prevent offensive odors.
- E. Residents shall dispose of all pet waste and litter by wrapping it in paper or other combustible, material, placing it in a leakproof plastic bag with any other garbage and disposing of the plastic bag in the garbage receptacle nearest the resident's apartment or placing a plastic bag for garbage pick up in accordance with the normal garbage pick up rules of the apartment complex.
- F. The Housing Authority may impose a pet waste removal charge for any resident's failure to dispose of pet waste in accordance with these rules.
- G. Residents shall regularly clean or bathe their pets or take such other measures as are necessary to prevent the pet, its eating place, and sleeping place from producing offensive odors.
- H. Residents shall regularly treat the pet and take such other measures as are necessary to prevent lice, ticks, fleas, mites or other parasite infestations.
- I. If a pet becomes ill the resident shall provide appropriate veterinarian care. Further, the resident shall take measures to assure that other pets are

not affected by his/her pet's illness, which may require removal of the ill pet from the premises.

IX. Pet Caging, Leashing and Control

- A. Residents shall keep all pets under restraint while on Housing Authority premises. Under restraint means:
- (1) For birds or small-domesticated rodents, securely caged at all times.
 - (2) For dogs and cats, securely caged or confined to the resident's apartment or fenced backyard in the case of a scattered sites home, or secured by a leash of not more than ten feet in length and of sufficient strength to control the cat or dog, except that if a specially trained dog is used by a handicapped person, then the leashing apparatus recommended by the appropriate handicapped agency shall be acceptable.
 - (3) For fish, in a covered aquarium.
 - (4) When a dog is in a place of public assembly, under restraint also means that the dog must be effectively and securely muzzled in order to prevent the dog from biting.
- B. No dog or cat shall be left unattended in an apartment for a period longer than eight hours. No bird or small-domesticated rodent shall be left unattended in an apartment for a period longer than 48 hours. No fish shall be left unattended in an apartment for a period longer than 75 hours.
- C. Residents shall control the noise from his/her pet so that it does not cause other pets to make noise or disturb other resident's peaceful enjoyment of the premises.
- D. Resident shall timely and properly secure the pet(s) so that the pet(s) do not interfere with HACH staff carrying out their duties and responsibilities within the unit or in the premises' common area.
- E. No dog or cat shall be allowed outside unattended nor shall reside outside the unit or in common areas.

X. Restricted Pet Areas

- A. Pets are barred from lobbies, laundry rooms, kitchens and other social common areas.
- B. Pets are barred from specifically designated "Pet Free" areas.

XI. Nuisance, Threat to Health or Safety, and Emergencies

- A. Notwithstanding anything to the contrary within the provisions of the Pet Policy, the Housing Authority or any appropriate community authority has the right to require the resident to remove any pet from the complex if the pet's conduct or condition is duly determined to constitute, under the provisions of the State or Local Law, a nuisance or a threat to the health or safety of other occupants of the complex or of other persons in the community where the apartment complex is located. Upon receipt of notice by the resident that his pet is a nuisance, the resident will immediately remove the pet from the premises, but in no event shall such removal exceed 72 hours from the time the resident received the notice. If the resident fails to remove the pet within the given time period, the Housing Authority may remove the pet by whatever means necessary.
- B. If the pet exhibits behavior that constitutes an immediate threat to health, or safety, the Housing Authority may contact the appropriate State or Local authority (or designated agent of such an authority) to take appropriate action. Nothing within the provisions of this Pet Policy shall preclude the State of Texas Local authority from immediately removing the pet from the premises of the complex under such emergency conditions.

XII. Specifically Prohibited Pets

- A. Dogs that are not allowed: (except those specifically identified or trained animals)
 - (1) German Shepherd
 - (2) Doberman Pincher
 - (3) Chow
 - (4) Pit Bulls

- (5) No dog that weighs over 35 lbs.
- B. Reptiles of any kind are prohibited.
- C. Exotic cats that are not allowed:
 - (1) Lions
 - (2) Tigers
 - (3) Panthers
- D. Other animals prohibited:
 - (1) Pot Belly Pigs
 - (2) Farm Animals
 - (3) Outdoor Pets
 - (4) Non Domestic animals such as skunks and raccoons

XIII. Violation of Pet Policy Rules

- A. If a resident violates any of the provisions of this Pet Policy, such violation shall be grounds for the Housing Authority taking any one or more of the following actions:
 - (1) Requiring immediate removal of the pet from the complex premises.
 - (2) Forfeiting of the resident's right to have another pet in the future.
 - (3) Charging a fee to the resident for pet removal, pet caused damages, or pet caused clean up of the unit(s) or common areas.
 - (4) Termination of the resident's Dwelling Lease in accordance with State or Local laws and applicable Federal regulations.

The Manager shall notify the resident of any violation by written notice mailed to the resident (First Class or Certified), delivered to any adult in the residents' apartment, or if no adult answers the door, by placing the notice under the door, if possible, or attaching the notice to the door. Regardless of the action taken by the Housing Authority against the resident because of his/her violation of the Pet Policy, the resident shall still take immediate measures to cure the violation.

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

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

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

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

1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have not been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - Not applicable
 - Private management
 - Development-based accounting

- Comprehensive stock assessment
 Other: (list below)

3. Yes No: Has the PHA included descriptions of asset management activities in the optional Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are: (if comments were received, the PHA MUST select one)

- Attached at Attachment (File name)
 Provided below:

**HACH FY 2001 ANNUAL PLAN AND FY 2001-2005 FIVE-YEAR PLAN
SUMMARY OF WRITTEN COMMENTS RECEIVED AS OF SEPTEMBER 22, 2000**

Comment Submitted By	Topic	Summary of Comments	Comprehensive Plan Respon /Action Taken
Dorothy Davis, President Kelly Village Resident Council	Overall Plan	Approve of its content	No action required in plan
Petition signed by 35 Kelly Village Residents		Disagree with the minimum rents being increased from \$25.00 to \$50.00.	After negotiation with RAB, Minimum Rent established at \$40.00
Pricilla Lee, President Long Drive Resident Council	Overall Plan	Agreeable if it is followed.	No action required in plan
	Five Year Goal	Should have more financial and drug counseling services for our residents	No action required in plan
	Financial Resources	Hope there will be more financial help for Long Drive Residents	No action required in plan
	Admission/Occu pancy	Residents should be made aware of what is expected of families moving in.	No action required in plan

	Rent Determination	Want to pay rent where we live. Payments received late at Central Office cause late charges to be added to tenant's account	No action required in plan
	Operations and Management	Managers should collect rents at all sites	No action required in plan
	Grievance Procedures	Inform Residents if they discuss problems in advance with Management, they may be able to get help	No action required in plan
	Capital Improvements	Need more information on Capital Fund. Always under the impression only the Public Housing developments were eligible for these funds	No action required in plan
	Demolition and Disposition	Will see what happens in third year	No action required in plan
	Designation of housing for the Elderly and Disabled	Totally accept	No action required in plan
	Community Service	Self-Sufficiency is very important. PHA and TANF should work together	No action required in plan
	Ownership of Pets	Pet Policy is totally unreasonable. People live too close together to have dogs or cats.	Left in plan due to Regulation requirements

Comment Submitted By	Topic	Summary of Comments	Response/Action Taken
Shelia R. Smith, President Irvinton Village Resident Council accompanied by petition signed by 169 residents	Overall Document	<p>Opposed to everything in the Plan.</p> <p>We want the Minimum Rent to stay at \$25.00.</p> <p>Outrageous to ask anyone to pay \$100 for a bird or fish.</p> <p>Want more time to review this document, insufficient copies for all Resident Council Officers to review.</p>	<p>No action required in plan</p> <p>After negotiation with RAB, Minimum Rent established at \$40.00</p> <p>After negotiation with RAB, Pet Deposits reduced for some animals.</p> <p>No action required in plan</p>

Iris Tryon, President 75 Lyerly Resident Council	Deconcentration	Need more information to fully understand the need for increased income mix. Over 78 % of our residents are in need of assisted living facilities. We are overpopulated with wheelchairs and scooters.	No action required in plan No action required in plan No action required in plan
Terry Parker, HACH Grants Compliance Admin.	PHDEP Plan Template	Clarified Performance indicators and updated Target areas.	Information updated in Plan Documents to reflect Comments submitted.
Horace Allison	Homeownership Program	Include information on Hope VI program and Check off the Off Site Waiting List plan attached	Information updated in Plan Documents to reflect Comments submitted.
David Zappasodi	Section 8 Homeownership program Waiting List Management	Including additional information and amendments Clarifying Registration, Referrals and Application Establishing local preferences	Information updated in Plan Documents to reflect Comments submitted.
Horace Allison	Capital Fund	Correcting Miscalculations identified	Information updated in Plan Documents to reflect Comments submitted.
Petition signed by 38 Forest Green Residents	Pet Policy	Residents have a fixed income pet deposits may be too high. Pets make good companions or children for some residents	After negotiation with RAB, Pet Deposits reduced for some animals.

Comment Submitted By	Topic	Summary of Comments	Response/Action Taken
Petition signed by 38 Forest Green Residents (continued)	Pet Policy	Can deposits be made like our rent, according to our rent? What kind of damage can a bird or fish cause? If you pay a non-refundable deposit when you make an application for housing, what happens if your application for housing is denied?	After negotiation with RAB, Pet Deposits reduced for some animals.

Marietta Sims, Cuney Homes Resident	Minimum Rents	I disagree with the proposal of Higher Minimum Rents. I am disabled and have no regular steady income	After negotiation with RAB, Minimum Rent established at \$40.00
Felicia Porter, Cuney Homes Resident	Minimum Rents	Please do not raise my rent at Cuney Homes	No action required in plan
Quintella Brussard, Cuney Homes Resident	Minimum Rents	I feel this is wrong because I am a single mother on a limited income. I can't buy anything for my kids and if the rent goes higher it will be worse.	After negotiation with RAB, Minimum Rent established at \$40.00
Dorothy Alexander, Cuney Homes Resident	Minimum Rents	We residents are on fixed incomes and can barely pay what they use now. Changing the minimum rent will cause more problems for the residents	After negotiation with RAB, Minimum Rent established at \$40.00

**HACH FY 2001 ANNUAL PLAN AND FY 2001-2005 FIVE-YEAR PLAN
SUMMARY OF WRITTEN COMMENTS RECEIVED AS OF SEPTEMBER 26, 2000**

Verbal Comment Made in Public Hearing on 9-26-00	Topic	Summary of Comments	Response/Action Taken
Diane Sheffield, President, Cuney Homes Resident Council	Minimum Rent	The change from \$25.00 to \$50.00 is a drastic change. Although some may be able to pay the difference there are many that cannot. Please take that into consideration.	After negotiation with RAB, Minimum Rent established at \$40.00
	Pet Policy	I do not disagree with the Pet Policy, I just think that there needs to be an adjustment in the amount of Deposits being required for birds and fish compared to dogs and cats.	After negotiation with RAB, Pet Deposits reduced for some animals.
	Utility Charges	We need a clearer explanation as to why the utility charges change so drastically each month. A few years ago our former Manager held a workshop to explain these charges. Another such workshop is needed.	No action required in plan

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
Minimum Rents & Pet Deposits.
- Other: (list below)

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

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

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

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

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

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here) **City of Houston, Texas.**
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

Other: (list below)

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

The Houston Consolidated Plan states that the City Department of Housing & Community Development (DHCD) will continue to support the efforts of the Housing Authority of the City of Houston (HACH) to shelter the extremely low, the low and the moderate income in need of affordable housing. Along with HACH, DHCD continues to be a presence in Fourth Ward, working with the various CHDOs to develop affordable housing, a major strategy for mitigating the potential adverse impact Fourth Ward's redevelopment will have on current residents. The neighborhood's redevelopment was precipitated by the removal of Allen Parkway Village (APV). The remaining 500 units will be developed on scattered sites, most of which will be located in Fourth Ward. This public housing complex, containing 1,000 units, was demolished and is being replaced with 500 newly constructed units in Historic Oaks of Allen Parkway Village, the former site of APV. Both DHCD and HACH realize that they are part of a unique partnership, created to serve those in need through the provision of safe, sanitary and affordable housing.

The Consolidated Plan also states that the Affordable Housing subcommittee's recommendations for addressing the needs identified above are:

High Priority

- Continue public efforts to mitigate obstacles to the development of housing inside the I-610 Loop.**
- Encourage the increased development of public-private partnerships to further enhance the development of various housing initiatives. It is further recommended that the Tax Increment Reinvestment Zone Board become**

involved in fostering these public-private partnerships. It is recommended that the public-private partnerships incorporate a mentoring program pairing non-profit entities, CDC's/CHDOs, with experienced developers.

- During the next allocation of housing bond funds, the City of Houston should increase the amount from \$20,000,000 to \$25,000,000. The funds would be used for housing facilities for the special needs population (see the Homeless & Special Needs Report), public housing and down payment and closing cost assistance programs.
- Following the completion of the City of Houston's lot assemblage pilot program, expand this initiative throughout the City to support development of affordable housing.

Medium Priority

- The City of Houston should provide housing assistance through Tenant Based Rental Assistance for persons/families earning up to fifty percent (50%) of median income.
- Investigate the possibility of creating a local housing trust fund, a vehicle into which locally generated funds could be placed for affordable housing development.

Low Priority

- The City of Houston should increase its developer fee with a range of six percent (6%) to a maximum of fifteen percent (15%), based on the complexity of the project and the degree of affordability provided by the number of units in the project.
- Support the City of Houston's Planning & Development Department in its effort to raise the eligibility level (of affordable housing) to include families and individuals who are at the median income range (as opposed to the federal limit of 80% of median). Those households that exceed eighty percent (80%) should be directed to the non-federal Affordable Housing funds identified above.
- Encourage the partnership of building associations and educational institutions to develop training programs for students interested in the building trades profession.

FINANCING STRATEGIES AND RESOURCE COMMITTEE

The mission of the Financing Strategies and Resource Subcommittee (FSRS, the Subcommittee) was to (1) examine and then suggest possible financing strategies for expanding the supply of affordable housing. The subcommittee identified potential barriers/issues which might affect the financing of affordable housing; (2) identified private and public resources which could be leveraged to maximize financial assistance in the development of affordable housing; and (3) made recommendations as to the possible solutions/scenarios which could be utilized to ensure that Houston can implement its goal of expanding the supply of affordable housing.

The FSRS held six (6) meetings to discuss issues/barriers related to the development of affordable housing. The Subcommittee identified the following list of issues/barriers:

- The increase in development procedure time when working with the City negatively affects the economics, and thus reduces the number of experienced/capable developers willing to work with the City.
- Lack of education of multi-family/single family developers (i.e., Non-profits)
- Lack of education and resources for potential homeowners
- Lack of financing availability for multi-family development.
- Lack of home availability on the affordable housing sector.
- Lack of large multi-family units to accommodate larger families

The FSRS recommendations are as follows:

- Develop a flow chart to outline the time required for each step of the development and review with a team that includes not only City employees, but also members of the private sector

19. Definition of "Substantial Deviation" and "Significant Amendment or Modification"

Pursuant to the final Agency Plan Rule requirement in 24 CFR 903.7 that agency plans contain a locally derived definition of “substantial deviation” and “significant amendment or modification.” The HACH's locally derived definition is as follows:

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

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

Attachments

Use this section to provide any additional attachments referenced in the Plan

Commissioners
Thomas H. Scott
Chair

Vacant
Vice Chair

Rev. Elbert R. Curvey
Eileen Subinsky
Carmen Orta

Ernie Etuk
Executive Director

HOUSING AUTHORITY OF THE CITY OF HOUSTON

P. O. Box 2971 • Houston, Texas 77252-2971 • (713) 260-0800



More Than Just A Place To Live

**Office of Communications,
Community Relations and Grants**

October 31, 2000

We are proud to present to you the 2001 Housing Authority of the City of Houston's Five Year and FY 2001 Annual Plan.

Find below a guide of all of the attachments and their corresponding file names.

- | | |
|--|----------|
| 1. HACH PHA Plan | tx005v02 |
| 2. Transmittal Letter | tx005a02 |
| 3. ACOP | tx005b02 |
| 4. Section 8 Administrative Plan | tx005c02 |
| 5. CFP Annual Statement | tx005d02 |
| 6. CFP 5 Year Action Plan | tx005e02 |
| 7. PHDEP Plan | tx005f02 |
| 8. Application for Site Based Waiting List | tx005g02 |
| 9. Organizational Chart | tx005h02 |
| 10. Residential Lease Agreement | tx005i02 |
| 11. Consolidated Plan Certification | tx005j02 |
| 12. PHA Certification | tx005k02 |
| 13. Board Resolution | tx005l02 |

If you have any questions or comments, feel free to contact me at 713-260-0557, or email me at reyna@hach.org.

Sincerely,

Robert Reyna, Director

Commissioners
Thomas H. Scott
Chair

Vacant
Vice Chair

Rev. Elbert R. Curvey
Eileen Subinsky
Carmen Orta

Ernie Etuk
Executive Director

HOUSING AUTHORITY OF THE CITY OF HOUSTON

P. O. Box 2971 • Houston, Texas 77252-2971 • (713) 260-0800



More Than Just A Place To Live

Office of the Executive Director

October 18, 2000

Mr. Rodney Solomon
Deputy Assistant Secretary
Office of Policy, Program and Legislative Initiatives
Office of Public and Indian Housing
U.S. Department of HUD
451 Seventh Street, SW, Room 4116
Washington, D.C. 20410

Dear Mr. Solomon:

The Housing Authority of the City of Houston (HACH) is pleased to present to you the HACH Comprehensive Agency Plan for FY 2001 and Five-Year Plan for FY 2001 - 2005. We have given considerable thought to the process and a great deal of effort in order to comply with the statutory requirements of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). In preparing the plan, we established and appointed a Resident Advisory Board, consisting of HACH residents. In addition, a 45-day period for public inspection was given and a public hearing was conducted wherein the HACH Board of Commissioners received public comments. The HACH and the Resident Advisory Board gave consideration to public comments, and made appropriate changes to the public housing agency plan. Finally, the Comprehensive Agency Plan was reviewed by the City of Houston and approved for consistency with the City of Houston's Consolidated Plan.

On October 17, 2000, the Board of Commissioners of the Housing Authority of the City of Houston approved the Comprehensive Agency Plan for FY 2001 and the Five-Year Plan for FY 2001 - 2005. In addition the HACH Board of Commissioners authorized the Executive Director to implement this plan and submit it to the U.S. Department of Housing & Urban Development as required by the *Quality Housing & Work Responsibility Act of 1998* and applicable HUD regulations.

I am excited to present our Plan to you and to continue improving the future of our housing authority. If you require any additional information, please call me or Mr. Robert L. Reyna, Director, Office of Communications, Community Relations and Grants, at 713-260-0557

A handwritten signature in black ink, appearing to read 'Ernie Etuk', written in a cursive style.

Sincerely,

Ernie Etuk
Executive Director



HOUSING AUTHORITY
OF THE CITY OF HOUSTON

ADMISSIONS
AND CONTINUED OCCUPANCY
POLICY

A.C.O.P.

November, 2000
REVISED

HOUSING AUTHORITY OF THE CITY OF HOUSTON

ADMISSION AND CONTINUED OCCUPANCY PLAN

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HOUSING AUTHORITY OF THE CITY OF HOUSTON

ADMISSION AND CONTINUED OCCUPANCY PLAN

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HOUSING AUTHORITY OF THE CITY OF HOUSTON

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XIII. Definition of Terms

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HOUSING AUTHORITY OF THE CITY OF HOUSTON

ADMISSION AND CONTINUED OCCUPANCY POLICY

(A.C.O.P.)

November, 2000

REVISED

I. GENERAL STATEMENT OF POLICIES AND OBJECTIVES

A. INTRODUCTION

The U.S. Housing Act of 1937 created the Low Rent Public Housing Program. Administration of the Public Housing Program and the functions and responsibilities of the Housing Authority of the City of Houston (HACH) staff shall be in compliance with HACH's Admissions and Continued Occupancy Policy (ACOP). The Policy shall be in compliance with the Act and any amendments thereof as implemented by the U.S. Department of Housing and Urban Development's (HUD's) Public Housing Regulations, Handbooks, and Notices, where applicable, as well as all Federal, State and local laws. Changes in applicable federal law or regulations shall supersede provisions in conflict with this Policy.

B. PURPOSE

The purpose for this Admission and Continued Occupancy Policy (ACOP) is to:

1. Provide a standard policy that will enable HACH staff to administer the Public Housing Program consistently and fairly.
2. Serve as a reference and guideline for use by HACH staff.
3. Provide more clear interpretation of the Public Housing Program beyond the scope of the federal regulations.
4. Provide binding requirements for applicants and residents for maintaining occupancy eligibility in the Low Rent Program.

C. ADDITIONAL HOUSING AUTHORITY POLICIES

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document so as to keep this policy current. All items substituted within this document shall be kept by the HACH in a separate file for historical and research purposes.

D. FAIR HOUSING POLICY

A. Compliance with Civil Right Laws

XIV.

1. It is the policy of the Housing Authority of the City of Houston (HACH) to comply with all laws relating to Civil Rights, including but not limited to:
 - Title VI of the Civil Rights Act of 1964, **(See 24 CFR Part 1)**
 - Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), **(See 24 CFR Part 100)**
 - Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, **(See 24 CFR Part 8)**
 - the Age Discrimination Act of 1975, **(See 24 CFR Part 146)**
 - Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), **(Title II deals with common areas and public space, not living units.)**
 - any applicable State laws or local ordinances, and
 - any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. **(Required 24 CFR § 960.203)**
2. HACH shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the HACH's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. **(Required, 24 CFR § 100.5)**
3. HACH shall not, on account of race, color, national origin, sex, religion, family status, or disability treat any family or person in the manner described below:
 - (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
 - (b) Provide anyone housing that is different from that provided others¹;
 - (c) Subject anyone to segregation or disparate treatment;
 - (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - (e) Treat anyone differently in determining eligibility or other requirements for admission²;
 - (f) Deny anyone access to the same level of services³; or

¹ HACH is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

² Except that HACH is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect HACH's screening or eligibility standards, but it might require HACH to revise its procedures or practices in carrying out those standards.

- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. HACH shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. **(Required, 24 CFR § 960.205)**
5. HACH will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, HACH will make structural modifications to its housing and non-housing facilities **(Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25)** and make reasonable accommodations in its procedures or practices **(Required, 24 CFR § 100.204)** to permit people with disabilities to take full advantage of the HACH's housing program and non-housing programs.
- (a) In making reasonable accommodations or structural modifications to **existing housing programs (See 24 CFR § 8.24)** or in **carrying out Other Alterations [See 24 CFR § 8.23 (b)]** for otherwise qualified persons with disabilities, HACH is **not** required to:
 - (b) Make each of its existing facilities accessible **[24 CFR § 8.24 (a) (1)]**; or make structural alterations when other methods can be demonstrated to achieve the same effect; **[24 CFR § 8.24 (b)]**
 - (c) Make structural alterations that require the removal or altering of a load-bearing structural member; **[24 CFR § 8.32 (c)]**
 - (d) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; **[24 CFR § 8.26]**
 - (e) Take any action that would result in a fundamental alteration in the nature of the program; **[24 CFR § 8.24 (a) (2)]** or
 - (f) Take any action that would result in an undue financial and administrative burden on the Authority. **[24 CFR § 8.24 (a) (2)]**
 - (g) When the HACH is making **substantial alterations** (in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility **(see 24 CFR § 8.23)**, HACH is not required to:

³ This requirement applies to services provided by HACH and services provided by others with HACH's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

- (h) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
- (b) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or
- (c) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

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

- 6. HACH will not permit these policies to be subverted to do personal or political favors. HACH will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list. **[Required, 24 CFR § 906. 204 (a)(3)(ii)]**

B. Accessibility and Plain Language

- 1. Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some⁴ must be made so, subject to the undue financial and administrative burden test. **(Required, 24 CFR § 8.20 and 8.21)**
- 2. Documents to be used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments **(Required 24 CFR § 8.6)**. Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed⁵.

⁴ It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

⁵ 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but HACH will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, HACH staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. **(Required, 24 CFR § 8.6)**

4. At the point of initial contact with all applicants, HACH staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. **(Required, 24 CFR § 8.6)**

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter. HACH is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreter for the hearing impaired **[Required, 24 CFR § 8.6]** because the Fair Housing law makes no such requirement).

6. At a minimum, HACH will prepare the following information in plain-language accessible formats:
 - Marketing, promotional and informational materials
 - Information about the application process
 - The application form and required certifications
 - All form letters and notices to applicants and residents
 - General statement about reasonable accommodation
 - Orientation materials for new residents
 - The lease and house rules, if any
 - Guidance or instructions about care of the housing unit
 - All information related to applicant's rights (to informal hearings, Etc.)

E. PRIVACY RIGHTS

1. Applicants and participants, including all adults in their households, are required to sign the form HUD-9886 "Authorization for Release of Information and Privacy Act Notice" and HACH's Release of Information Form at the time HACH evaluates their eligibility for housing tenancy, and at the time of the initial examination, interim, annual, or other regularly scheduled reexamination. Failure of the applicant or participant to sign the consent form upon request by HACH constitutes grounds for denial of eligibility or termination of tenancy.
2. HACH's policy regarding release of information is in accordance with State and local laws, which may restrict the release of family information. Request for information must be accompanied by a written release of information request in order for HACH to release any information involving an applicant or Tenant.
3. Any and all information, which would indicate the nature and/or severity of a person's disability may not be requested except on an "as needed" basis in cases where a reasonable accommodation is under consideration. All requests for access and granting of accommodations based on this information must be made in writing.
4. HACH's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location that is only accessible by authorized HACH staff. All resident employees' files will be secured in a separate location.
5. HACH staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

II. ELIGIBILITY FOR ADMISSION

VIII. A. INTRODUCTION

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

B. QUALIFICATION FOR ADMISSION

It is HACH's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

1. Is a family as defined in this Plan;
2. Heads a household where all members of the household are either citizens or eligible immigrants. (24 CFR Sections 200 and 912.5 through 912.14);

3. Is at least 18 years of age;
4. Has an Annual Income at the time for admission that does not exceed the income limits for occupancy established by HUD or the HACH;
5. Provides a copy of a Social Security card for all family members, age 6 **or** older or a certification that they have not been assigned a SSN;
6. Provide a copy of Birth Certificates for all family members;
7. Provide a Photo ID of Head of Household and Spouse;
8. Meets or exceeds the Eligibility for Admission requirements set forth in this Plan, including attending and successfully completing a HACH-approved pre-occupancy orientation; and
9. Is not currently adequately housed in a HACH dwelling unit. Applicants who are listed on a current HACH dwelling lease and reside in a unit meeting the occupancy standards for the family size are not qualified for admission.

VIII.

IX. C. FAMILY COMPOSITION

An applicant must qualify as a Family. Discrimination on the basis of familial status is prohibited. A group of persons may not be denied solely on the basis that blood, marriage or operation of law does not relate them.

1. Definition of Family: One or more persons who intend to live together in a stable family-type relationship in HACH housing whose income and resources are available to meet the family's needs.
2. Head of Household: The head of household is the **adult** member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.
3. Live-in Aide:
 - (a) A Family may include a live-in aide provided that such live-in aide:
 - (1) Is determined by HACH to be essential to the care and well being of an elderly person, a near-elderly person (50-61), or a person with disabilities;
 - (2) Is not obligated for the support of the person(s); and
 - (3) Would not be living in the unit except to provide care for the person(s).

- (b) A live-in aide is not considered to be an assisted family member and has no rights or benefits under the Public Housing Program:
 - (1) Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
 - (2) Live-in aides are not subject to Non-Citizen Rule requirements.
 - (3) Live-in aides may not be considered as a remaining member of the tenant family.
- (c) Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.
- (d) Family members of a live-in aide may not reside in the unit.
- (e) A live-in aide may only reside in the unit with the approval of HACH. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly, or disabled. HACH shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the verification provider's information.
Verification must include the hours the care will be provided.
- (f) HACH has the right to disapprove a request for a live-in aide based on the other criteria for eligibility described in this Policy, including the results of a criminal background check.

VIII. D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS:

1. In **order** to **receive** assistance, a family member must be a U.S. citizen or eligible **immigrant**. Individuals who are neither may **elect** not to contend their status. Eligible **immigrants are persons** who **are** in one of the six **immigrant** categories as **specified** by HUD.
2. For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.
3. Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request an informal hearing if they contest this determination.
4. No eligible members: Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal hearing.

5. Non-citizen students: as defined by HUD in the non-citizen regulations are not eligible for assistance, but may be a member of a family which includes at least one citizen Head of Household.

VIII. E. SCREENING FOR SUITABILITY

1. As a part of the **final** eligibility determination, HACH will screen each applicant household to assess their suitability as tenants. HACH will deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents. The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
 - (a) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare. [24 CFR 960.205(b)]
 - (b) Adversely affect the physical environment or financially destabilize the project. [24 CFR 960.205(b)]
 - (c) Violate the terms and conditions of the lease. [24 CFR 8.3]
 - (d) Require services from HACH staff that would alter the fundamental nature of HACH's program [24 CFR 8.31]
2. In the screening process, HACH will utilize all reasonable methods of verification, in order to determine whether or not an applicant meets HACH's admission criteria including;
 - (a) Solicitation of references from current and previous landlords;
 - (b) Solicitation of references from state agencies and/or social service agencies currently or previously involved with the household;
 - (c) Completion of income and personal background record checks;
 - (d) Assessment of the applicant's housekeeping habits;
 - (e) Review of criminal records from departments of law enforcement in the locations of applicant's previous residence(s);
 - (f) Access computerized data banks from other federal, state and local agencies as permitted by law; including credit bureau and law enforcement agencies.
 - (g) Review of HACH records; and
 - (h) Personal interviews with the applicant or tenant, previous landlords, employers, family social workers, and parole officers.

3. HACH will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.
4. The HACH may involve/solicit/request/accept the participation of Residents, Resident Leaders, or Resident Council appointees, and committees to assist in the pre-occupancy screening of program applicants. The HACH Executive Director may implement procedures to implement these activities as needed or on an ongoing basis.

VIII. F. INELIGIBILITY FOR ADMISSIONS AND CONTINUED OCCUPANCY

The following activities are considered grounds for ineligibility for admissions and shall also be considered grounds for termination of continued occupancy where the activity occurs during tenancy in the Low Rent Housing Program: (Any reference to "Applicant" or "Admission" shall also apply to a Low Rent Housing "Tenant" or "Continued Occupancy".)

1. Drug--Related Criminal Activity: is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.
 - (a) Any person convicted of manufacturing methamphetamines will be denied admission to the Low Rent Program.
 - (b) Applicants and/or any family member evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to HACH for a five (5) year period beginning on the date of such eviction. [Housing Opportunity Program Extension Act of 1996]. HACH may waive this requirement if:
 - (1) The applicant and/or family member demonstrates successful completion of a rehabilitation program approved by HACH; or
 - (2) The circumstances leading to the eviction no longer exist (e.g., the individual involved in the drug-related activity is no longer in the household because the individual is incarcerated).
 - (c) Applicants will be determined ineligible for admission if HACH determines that there is reasonable cause to believe that the applicant and/or any family member's pattern of illegal use of a controlled substance may interfere with the health, safety, or right to **peaceful** enjoyment of the premises by other residents. [Housing Opportunity Program Extension Act of 1996]. HACH may waive this requirement if the person demonstrates to HACH's satisfaction that the person is no longer engaging in illegal use of a controlled substance and:

- (1) Has successfully completed a supervised drug rehabilitation program approved by HACH;
- (2) Has otherwise been rehabilitated successfully (third party verification required); or
- (3) Is participating in a supervised drug or alcohol rehabilitation program approved by HACH.

2. Criminal Activity: includes any history or pattern of criminal activity on the part of the applicant and/or any family member involving crimes of to persons or property and other criminal acts. To be determined eligible, the family must not engage in criminal activity within the past five (5) years. Criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

If either as a result of the standardized inquiry or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal activity or other criminal activity or if the family indicates that they have been arrested or convicted within the past five (5) years for drug-related or other criminal activity, HACH may request criminal conviction records of adult applicants from the National Crime Information Center, police departments and other law enforcement agencies. [Housing Opportunity Program Extension Act of 1996]. HACH may request the same information for juvenile family members to the extent that the release of such information is authorized by state, local, or tribal laws.

- (a) HACH shall ensure that any criminal record received be maintained confidentially; not misused or improperly disseminated; and destroyed once the purpose for which it was requested is accomplished.
- (b) Before HACH takes any adverse action based on a criminal conviction record, HACH will provide the applicant, upon request, with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record.
- (c) No family member may have engaged in or threatened abusive or violent behavior toward HACH personnel.
- (d) No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three years.

3. Alcohol Abuse: Applicants will be determined ineligible for admission if HACH determines that there is reasonable cause to believe that the applicant and/or any family member's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. [Housing Opportunity Program Extension Act of 1996]. HACH may waive this requirement if the person demonstrates to HACH's satisfaction that the person is no longer engaging in abuse of alcohol and:

- (1) Has successfully completed a supervised alcohol rehabilitation program approved by HACH;

- (2) Has otherwise been rehabilitated successfully (third-party verification required); or
- (3) Is participating in a supervised alcohol rehabilitation program approved by HACH.
4. Pattern of Violent Behavior: includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
5. Initiating Threats: or behaving in a manner indicating intent to assault HACH employees or other tenants.
6. Non-Payment of Rightful Obligations: regarding rent and/or utilities and other charges owed to HACH or any other prior Public Housing Authority or Federally funded Housing Agency.
7. Insufficient Income (unless qualified under the Local Preferences exception) to pay current obligations, rent and utilities for the housing unit applied for.
8. Non-Payment of Federally Subsidized Loans and other Monies due Federal, and State funded Programs.
9. Abandonment of a Public Housing Unit: without advising the Housing Authority is grounds for admission denial.
10. Record of Eviction: from subsidized housing or involuntary termination from residential program, taking into account the date and circumstances.
11. Intentionally Falsifying an Application for Leasing: including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
12. Record of Substantial Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior: consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. This Includes judicial termination of previous tenancy on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
13. Unsanitary or Hazardous Housekeeping: includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises.

14. Destruction of Property from previous rentals.
15. Applicant's Inability and Unwillingness to Comply with the Terms of HACH's lease: All applicants must demonstrate through an assessment of current and past behavior the ability and willingness to comply with all terms of the lease.
16. Failure of any adult member of a household to contribute eight (8) hours of community service per month to the community in which the family resides. Exempted are those who are:
- Employed
 - Resident Council Members
 - Full-time students
 - Elderly
 - Disabled
 - Participating in an economic self-sufficiency program excluded from the states work requirements.
 - Serving as Officers of a Resident Council.
17. Applicants who are ineligible for admissions or continued occupancy may claim mitigating circumstances. Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified, would indicate the reason for the unsuitable rental history and/or behavior; and that the unsuitable history and behavior is no longer in effect or is under control and the applicant's prospect for lease compliance is an acceptable one, justifying admission.
- (a) If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into HACH's screening assessment of the applicant, mitigating circumstances must be verifiable.
- (b) If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, HACH shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. HACH shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (c) Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. HACH will consider such circumstances in light of:

- (1) The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- (2) The applicant's overall performance with respect to all the screening requirements; and
- (3) The nature and seriousness of any criminal activity especially drug related or violent criminal activity that appears in the applicant's record.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and HACH procedures, except for a pending HACH hearing.

Applicants who are determined to be ineligible for admission will be promptly notified with a Notice of Denial of Admission stating the reason for the denial. HACH shall provide applicants an opportunity for an informal hearing.

G. ADMISSION OF PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION

1. No family will be denied admission to the Public Housing Program on the basis of a disability or handicap or for being unable to live independently. However, admission may be denied if such disability, handicap or inability has resulted in a failure to meet the admission criteria mentioned in this Plan or will likely result in a failure to uphold the conditions of the lease and can not be reasonably accommodated.
2. An applicant family who fails to meet established admission criteria or a participating family that has failed to uphold the terms and conditions of the lease, may obtain and/or maintain assistance from other agencies or family members as a condition of tenancy. Furthermore, breach of this assistance may be cause for termination of tenancy.
3. Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.
4. All requests for accommodation or modification of a unit must be verified by a reliable knowledgeable, professional. HACH reserves the right to seek an independent/second opinion.

H. FAMILIES IN OCCUPANCY

The same standards of resident suitability outlined herein for applicants shall also be applied for persons joining a family already in occupancy. HACH will determine that the person meets its standards utilizing the criteria and evaluation methods defined in this Policy prior to adding person(s) to the dwelling lease.

III. APPLYING FOR ADMISSION

VIII. A. INTRODUCTION

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

VIII. B. HOW TO APPLY

1. Families who wish to apply for any of HACH's programs must complete a written application form when application taking is open. Upon request, applications will be made available in an accessible format to a person with a disability, upon request.
2. Individuals whose disabilities prevent them from making an application in person may call HACH to make special arrangements to complete their pre-application.
3. Applications will be mailed to interested families if they can show good cause for being unable to personally appear in the Central office to complete an application.
4. The application process will involve two phases.
 - (a) The first phase is the "initial" pre-application for admission. This will determine the family's eligibility for, and placement on, the waiting list. The pre-application will be dated, time-stamped, and referred to HACH's office where tenant selection and assignment is processed.
 - (b) The second phase is the "final determination of eligibility for admission". The full application takes place when the family reaches the top of the waiting list. At this time HACH ensures that verification of all HUD and HACH eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

VIII. C. NOTIFICATION OF APPLICANT STATUS

If after a review of the application the family is determined to be preliminarily eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation). This communication will stress that the estimated date is subject to several factors that are beyond HACH control and is not exact or guaranteed. This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

VIII. D. GROUNDS FOR REFUSAL TO PROCESS APPLICATIONS

Applications will not be processed for applicants in which any one of the following has been verified:

1. The applicant owes HACH or any other PHA outstanding amounts related to previous participation in federal housing programs.
2. The applicant intentionally misrepresented or fraudulently submitted information to HACH or any other federal, state, local agencies or unit of local government within the previous 36 months.
3. The applicant, or member of the applicant's household, was evicted for or has a history of drug related criminal activity, other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or the financial stability of the housing authority, or behavior related to alcohol abuse that would disturb the rights or peaceful enjoyment of others.
4. The applicant was evicted for non-payment, poor housekeeping, or non-compliance from public housing or Section 8 assisted housing within the previous twelve months.
5. The applicant involuntarily vacated/moved from a public housing within the previous twelve months.
6. The applicant voluntarily or involuntarily (failed to comply with requirements) withdrew an application for admission that was submitted within the previous twelve months.

VIII. E. RIGHT TO INFORMAL REVIEW

1. Applicants who are determined ineligible for assistance are entitled to an informal **review** of their application. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for a review of the decision consistent with the terms and conditions of HACH's Applicant appeal procedures.
2. HACH shall retain for three (3) years the original application, notification letter, applicants response (if any), and any record of any informal hearing and statement of final disposition.
3. The procedures set forth in this section do not preclude any applicant from appealing to HUD if the applicant was denied housing on account of unlawful discrimination.

VIII. F. COMPLETION OF AN APPLICATION

1. Applicants on the waiting list will be requested to complete a full application and complete a Personal Declaration Form when a unit of appropriate size is expected to become available within 120 days.

2. After the applicant has completed a full application and provided a Personal Declaration Form to HACH, HACH staff will review the information and will conduct an interview with the applicant.
 - (a) HACH utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HACH services or programs which may be available.
 - (b) All adult family members must sign form HUD-9886, "Release of Information," the application form and all supplemental forms required by HACH, the declarations and consents related to citizenship/immigration status and any other documents required by HACH. Applicants will be required to sign **specific** verification forms for information that is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by HACH.
 - (c) If HACH determines at or after the interview that additional information or document(s) are needed, HACH will request the document(s) or information in writing. The family will be given five (5) working days from the date of mailing to supply the information. If the information is not supplied in this time period, HACH will provide the family a notification of denial. (See Section on Grievances and Appeals.)
 - (d) All adult family members must attend the interview and sign the housing application. Exceptions may be made for students attending school out of state and for family members who are in the military.
 - (e) If an applicant fails to appear for their interview without prior approval of HACH, their application will be denied unless they can provide acceptable documentation to HACH that an emergency prevented them from calling to reschedule the interview. If an applicant is unable to attend their scheduled interview, they must notify, prior to the scheduled interview, the HACH staff person who scheduled the appointment.
 - (f) Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with permission of the person with a disability.
 - (g) If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing. (See Section on Grievance and Appeals.)

3. During the application process, the following items will be verified to determine qualification for admission to HACH's housing:
 - (a) Family composition and type (elderly/non elderly);
 - (b) Annual Income;
 - (c) Assets and Asset Income;
 - (d) Allowance information;
 - (e) Social Security Numbers of all family members;
 - (f) Information used in applicant screening;
 - (g) Citizenship or eligible immigration status; and other factors relating to eligibility before the applicant is offered a housing unit;
 - (h) Claimed Preferences;
 - (i) Claims for exemption from the Community Service requirements;
 - (j) Claims for exemption from the minimum rents established by the HACH.

VIII. G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

IX.

1. After the verification process is completed, HACH will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by HACH, and tenant suitability will be determined (See Section on Applicant Screening and Final Eligibility Determination).
2. Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.
3. The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

IV. PREFERENCES AND MAINTAINING THE WAITING LIST

INTRODUCTION

This Section explains the policies for the management of the waiting list. By maintaining an accurate waiting list, HACH will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner.

A. LOCAL PREFERENCE

In the absence of the federal preferences, the HACH is currently authorized to select applicants from its Public Housing waiting list on the basis of Local Preferences. The HACH has established two Local Preferences. One is the Local Preference of Broad Range of Incomes; the other is the Site Based Preference for applicants for the Allen Parkway Village Development, Victory Street, and Fulton Village Apartments.

1. Income Range Preference

The HACH utilizes the Broad Range of Income Preference to meet the objectives of the 1998 Quality Housing and Work Responsibility Act (QHWRA) for achieving Deconcentration and Income Targeting of its Low Rent Housing program participants.

(a) To implement the Income Range local preference, applicants in the waiting list will be grouped as follows:

- Tier I: Families with income between 0% and 30% of area median income (AMI) (this group **must** constitute a minimum of 40% of all admissions in any year);
- Tier II: Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year).

At least 40% of all applicants admitted to each development site in any year must be an applicant from Tier I. However, to achieve the objective of avoiding the concentration of very low income families in certain projects, if the site already has at least 40% of its residents with 0% to 30% of AMI, then selection for that site will be made exclusively from applicants in Tier II.

(b) To ensure that HACH admits the statutorily required 40% of applicants per year with income in Tier I and, at the same time, does not create concentration of families by income at any of its properties, HACH will rank applicants within the two income tiers. Until the development site's population is made up of at least 40% of its residents with incomes between 0% to 30% of AMI, four out of every ten applicants admitted will be from Tier I.

- Each HACH development site will house applicants from the targeted Tier I or II on the waiting list. If applicants from the desired Tier are exhausted, selection from the other Tier will be made.
- HACH will also offer units to existing residents on the transfer list. Transfers do not count toward the 40% Tier I requirement.
- HACH will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility for screening criteria to admit otherwise unqualified applicants with preferences.

(c) Selection of Waiting List Applicants by Income Range

- The development manager/housing specialist will declare a unit vacant and move the vacating resident off the computer system.

- The development manager/housing specialist will request the ration of applicant files needed to fill the vacancy from the Leasing and Occupancy Specialist(s). (Requests are to be made in advance of the unit being vacant if possible.)
- The Site Manager will request the applicant files by noting the desired range of income necessary to achieve the site's target income range.
- The Site Manager shall review demographic charts received from the ISM or Central Office Leasing and Occupancy Specialist and determine the income range or ranges needed to progress toward the site's target average rent goal.
- The Site Manager shall request the appropriate ratio of applicant files by income ranges to be sent to the development. (The Central Office Leasing and Occupancy staff shall forward the proper number of files to the appropriate development within two (2) working days of the request.

2. Site Based Preferences for Allen Parkway Village and Historic Oaks of APV

- (a) The first APV preference will be applied to the 22 remaining APV families. These families were temporarily relocated from APV during the demolition and construction phase and will have the first right to return to the renovated property according to their family composition.
- (b) The second APV preference will be applied to families whose income is distributed within the following tiers:
 - (1) Applicants with income between 0 and 30% of area median income
 - (2) Applicants with income between 31% and 50% of area median income
 - (3) Applicants with income between 51 % and 80% of area median income
- (c) The third APV preference will be applied to current or former residents of the fourth ward. Among applicants from this preference group, Elderly individuals or families (where the Head of Household is age 62 or older) will have the higher preference above non-elderly families.
- (d) The fourth APV ward preference shall be applied to individuals or families displaced by HACH acquisitions in the fourth ward redevelopment area.
- (e) The fifth APV preference shall be applied to the occupancy of the Elderly Village of APV. No one may be admitted to the 156 rehabilitated units designated for elderly families except: (i) whose head of household or sole member is 62 years of age or older; (ii) whose annual income from all sources is less than 60% of the median income.

3. Site Based Preferences for Fulton Village Apartments

- (a) The first preference shall apply to former Fulton Village Apartment Residents who meet the income tier targeted for occupancy at the time of selection from the waiting list.
- (b) The second preference shall apply to non-former Fulton Village Apartment Residents who meet the income tier targeted for occupancy at the time of selection from the waiting list.

The income tiers to be used for occupancy of residents at Fulton Village Apartments shall be as shown below: (Selection will be made from alternate tier so that the occupants of the units will always represent 1/3 of the total occupants for each income tier.

- Tier I - Families with income between 0% and 30% of Area Median Income.
- Tier II - Families with income between 31% and 50% of Area Median Income.
- Tier III - Families with income between 51% and 80% of Area Median Income.

4. Site Based Preferences for Victory Street

- (a) The first preference for admission shall apply to individuals or families who were tenants of private landlords and who were living in the Fourth Ward on October 1, 1997, and who meet the income tier targeted for occupancy at the time of selection from the waiting list. Selections will be made based on date of application for those who meet the First Preference Criteria.
- (b) The second preference for admission shall apply to all other individuals and families who were not previous tenants in the Fourth Ward on October 1, 1997, and who meet the income tier targeted for occupancy at the time of selection from the waiting list. Selection will be made based on date and time of application for those who meet the second preference criteria.

The income tiers to be used for occupancy of residents at Victory Street shall be the same as the income tiers for the Allen Parkway Village and Fulton Village sites. Selection will be made from alternate tiers so that the occupants of the units will always represent 1/3 of the total occupants for each income tier.

5. Withholding Preferences

HACH will withhold a preference from an applicant if any member of the applicant family is a person evicted during the past three years because of drug related or violent criminal activity from housing assisted under the 1937 Housing Act. [Required, 24 CFR Section § 5.410 (a) (3)] HACH may grant an admission preference in any of the following cases:

- (a) If HACH determines that the evicted person has successfully completed a rehabilitation program approved by HACH;

- (b) If HACH determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If HACH determines that the evicted person no longer participates in any drug-related or violent criminal activity.

6. Certification of Preference

- (a) HACH requires that applicants certify to their qualification for a preference at the time of pre-application. Preferences will only be verified within 120 days of receiving a unit offer.
- (b) At the time of pre-application, HACH will use a pre-application to obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify HACH of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified, as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference qualification and their standing on the waiting list.
- (e) Families that cannot qualify for any of the preferences will be moved into the no-preference category, and to a lower position on the waiting list based on date and time of application.
- (f) Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

7. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) HACH will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with HACH's designee to review the determination.

- (b) If the applicant requests the meeting, HACH shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the HACH. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the HACH's decision to deny the preference.

B. MANAGEMENT OF THE WAITING LIST

- 1. HACH will administer its waiting list as required by 24 CFR Sections 912, 913, 945, 960.201 through 960.215. The waiting list will be maintained in accordance with the following guidelines:
 - (a) The application will be a part of the permanent file.
 - (b) All applicants in the pool will be maintained in order of date and time of application receipt.
 - (c) All applicants must meet applicable income eligibility requirements as established by HUD.
 - (d) HUD has adopted a site-based waiting lists for the Revitalized Allen Parkway Village (which includes on-site and off-site units) Fulton Village and the Victory Street Apartments. These waiting lists shall be kept separate and apart from the other HACH waiting lists, but shall conform in all other aspects required by law and the HACH ACOP.
- 2. Opening and Closing the Waiting Lists [24 CFR 982.206, 982.54(d)(1)]
 - (a) HACH, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.
 - (b) The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit and the ability of HACH to house an applicant in an appropriate unit within a reasonable period of time.
 - (c) When HACH opens the waiting list, HACH will advertise through public notice in the major local newspapers, minority publications and media entities.
 - (1) The notice will contain:

- (i) The dates, times, and locations where families may apply.
 - (ii) The programs for which applications will be taken.
 - (iii) A brief description of the program.
 - (iv) A statement that Section 8 participants must submit a separate application if they want to apply for Public, Housing.
 - (v) Limitations, if any, on whom may apply.
- (2) The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes HACH address and telephone number, how to submit an application, and Information on eligibility requirements.
- (3) Upon request from a person with a disability, additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

3. When Application Taking is Suspended:

- (a) HACH may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve months. The waiting list may not be closed if it would have a discriminatory effect in violation of law.
- (b) HACH will announce suspension of application taking.
- (c) The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next 12 months. When the period for accepting application is over, HACH will add the new applicants to the list by separating the new applicants into groups based and unit size and by the date and time the application was received by HACH.
- (d) HACH will update the waiting list periodically by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, HACH will advise families of their responsibility to notify HACH when mailing address or telephone numbers change.

4. Time Of Selection:

A pool of completed eligible applicant files will be maintained to minimize delays in admissions when units become available. Families will be offered appropriate units in the waiting list sequence/completion of verification.

5. Changes Prior to Unit offer:

(a) Changes in income, assets or family composition that occur during the period between placement on the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal hearing.

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

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

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

(a) Multiple Families in Same Household: When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

(b) Joint Custody of Children. Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. Fifty-one percent (51%) of the time is defined as 183 days of the year, which do not have to run consecutively. If the custody is exactly 50%, it will be handled in a case-by-case basis

VIII. C. FACTORS THAT AFFECT SELECTION OF APPLICANTS

IX.

1. HACH will match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or disabled, limit the admission of families to those characteristics that match the characteristics and features of the vacant unit available.

2. By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application.
3. The factors for selection of applicants are described below:
 - (a) When selecting a family for a unit with accessible features, HACH will give a preference to families that include persons with disabilities who can benefit from the unit's features.
 - (b) If no family can be found for a unit with accessible features, HACH will house a family not needing the unit features subject to the procedures described in the Tenant Selection and Assignment Plan. Under this policy a non-disabled family in an accessible unit will be required to move if a family needing the unit features can take advantage of the unit.
 - (c) Units designated for the elderly. In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD approved Allocation Plan.
 - (i) When there are insufficient elderly families on the waiting list, near elderly families (head or spouse ages 50-61) may receive a preference for an elderly unit.
 - (ii) Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

VIII. D. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)]

IX.

1. If an applicant fails to respond to a mailing or a phone contact from HACH, the applicant will be sent written notification and given five business days to contact HACH. If they fail to respond within **five** business days they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.
2. If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless failure to respond was due to the disability itself.
3. The waiting list will be purged annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of

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

4. An applicant who is removed from the waiting list for refusal of unit or for no response will not be permitted to reapply for one (1) year.
5. An applicant may request that his/her name be removed from the waiting list.

V. OCCUPANCY GUIDELINES

A. INTRODUCTION

The Occupancy Guidelines are established by HACH to ensure that families occupy the appropriate size units. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or under-utilization. This Section explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

B. DETERMINING UNIT SIZE: [24 CFR 982.402]

1. HACH does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. HACH Occupancy Guidelines for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.
2. For purposes of the occupancy guidelines, an adult is a person 18 years or older.
3. All occupancy guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:
 - (a) One bedroom is assigned to two people within the following guidelines:
 - (1) Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should not be required to share a bedroom.
 - (2) Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under the age of 4).
 - (3) Foster children will be included in determining unit size only if they will be in the unit for more than 8 months.
 - (4) Space may be provided for a child who is away at school but who lives with the family during school recesses.

- (5) Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.
- (6) Adults of different generations will have separate bedrooms.
- (7) Single person families shall be allocated one bedroom.
- (8) The living room will not be used as a bedroom.

(b) The guidelines for determining unit size are:

Unit Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10
6	9	12

C.

D. CHANGES IN UNIT SIZE: [24CFR 982.403 (a) & (b)]

- 1. HACH will grant exceptions from the guidelines in cases where the family makes a request. HACH will determine if the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests a change in unit size, the following guidelines will apply:
 - (a) Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes). The family must agree to not request a transfer until their family composition changes.
 - (b) The family may request to be placed on a larger bedroom size waiting list than indicated by the occupancy guidelines. The request must explain the need or justification for a larger bedroom size, and must be verified by HACH before the family is placed on the larger bedroom size list. Examples are:
 - (1) Elderly persons or persons with disabilities who may require a live-in attendant.
 - (2) Persons who would ordinarily occupy one bedroom, but cannot because of a verified medical or health reason, addition of a live-in aide, or need for medical equipment.

Requests based on health related reasons must be verified by a qualified health care professional. HACH shall have the right to refer such information to persons who are

qualified and knowledgeable to evaluate the evidence presented by the Applicant's doctor and to verify the doctor's information.

2. The members of the family residing in the unit must be approved by HACH. The family must obtain written approval of any additional family member (who will be subject to the same screening requirements as the original applicants) before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform HACH within ten (10) days.
3. In final determination of applicable unit size HACH will consider the size of the unit and the size of the bedrooms as well as the number of bedrooms.
4. HACH may provide a family with a larger unit than the occupancy standards permit. The family, however, must sign a waiver agreeing to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available.

D. ACCESSIBLE UNITS

1. HACH has units designed for persons with mobility, sight and hearing impairments. These units were designed and constructed specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.
2. Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.
3. No non-mobility-impaired families will be offered these units until all eligible mobility impaired applicants have been considered.
4. Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

E. FAMILY MOVES

1. When a change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List. (See Section on Transfers).
2. The unit considerations in this section should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in this Plan, the case should be taken to the housing development manager who will review the situation, depending on the individual circumstances and the Verification provided.

VI. TENANT SELECTION AND ASSIGNMENT PLAN

A. ORIGINATION OF WAITING LIST

It is HACH's policy that each applicant shall be assigned his/her appropriate place on a single jurisdiction-wide waiting list in sequence based upon date and time the application is received, type and size of unit needed and selected by the family, and factors affecting preference or priority. Exceptions to single jurisdiction-wide waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity. Allen Parkway Village has received approval to maintain a site based waiting list.

B. METHOD OF APPLICANT SELECTION

1. HACH will first match the characteristics of the applicant to the unit available, including the size, type and special features of the unit (if any) and any priorities for admission required for designated or mixed population housing. Applicable local preferences as described earlier in this policy will then be used to determine the order of selection from the waiting list. [Required 24 CFR §§945.303 and 960.407] Further, in the selection of a family for a unit with accessible features HACH will give preference to families that include a person with disabilities who can benefit from the unit features [Required, 24 CFR § 8.27]
2. The plan for selection of applicants and assignments of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, or national origin is PLAN "A". Under this plan each qualified applicant must accept the vacancy offered or be dropped from the qualified applicant list, losing any applicable Local Preferences. [Required 24 CFR § 1.4 (b) (2) (ii) and (iii)]
3. The applicant must accept the vacancy offered within four (4) working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or, be dropped from the qualified applicant list. (See good cause discussion below). Letter to the applicant will confirm offers made over telephone. If unable to contact an applicant by telephone, HACH will send a registered letter, return receipt requested. (Not a HUD requirement, HACH option)
4. "Dropped from the list" shall mean the applicant will lose standing by being removed from the waiting list. Once dropped from the list, applicants must wait for twelve (12) months before reapplying to the public housing program. (Not a HUD requirement, HACH option)
5. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that will be ready for occupancy first. (Not a HUD requirement, HACH option)
6. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of HACH, clear evidence ("good cause") that acceptance of

the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion, or national origin, the applicant will not be dropped from the list. [Required 24 CFR § 1.4 (b) (2) (ii) and (iii)]

Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:

- (a) Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities when the applicant has a child participating in such a program, that would require the adult household member to quit a job, drop out of an education institution for job training program, or take a child out of a day care or an educational program for children with disabilities;
- (b) Presence of lead paint in the unit offered when applicant has children under the age specified by current law;
- (c) The family demonstrates to HACH's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.
- (d) A health professional verifies temporary hospitalization or recovery from illness of the principal household member (each as listed on final application) or live-in aide necessary to the care of the principal household member;
- (e) The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
- (f) An elderly or disable family makes the decision not to occupy or accept occupancy in designated housing. [Required, 24 CFR § 945.303 (d)]

7. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to HACH's satisfaction, the refusal of the offer shall not require that the applicant be dropped from the waiting list or otherwise affect the family's position on the waiting list. [Required, 24 CFR § 85.42]

8. HACH will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

C. DWELLING UNITS WITH ACCESSIBLE/ADAPTABLE FEATURES

1. Before offering a vacant accessible unit to a non-disabled applicant, HACH will offer such units:
 - (a) First, to a current occupant of another unit of the same development, or other public housing developments under HACH's control, having a disability that requires the special features of the vacant unit (in effect, transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapt unit).
 - (b) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, HACH will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

VIII.

D. TRANSFERS

HACH has five (5) types of transfers: Emergency, Administrative – Category 1, Category 2, and Category 3, and Incentive. Emergency and Category 1 and 2 administrative transfers will take priority over new admissions. Category 3 administrative transfers and Incentive transfers will be processed at the rate of four (4) admissions to each transfer. The specific definitions of each type of transfer are covered in Section X.

VII. DETERMINATION OF TOAL TENANT PAYMENT

A. INTRODUCTION

1. The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or **less** money for rent than their obligation under the regulations.
2. This Section defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with federal regulations and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. HACH's policies in this Section address those areas that allow HACH discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

B. MINIMUM RENT

1. The minimum rent for HACH residents is \$40.00 effective October 18, 2000. Effective November 17, 2001, the minimum rent will be \$50.00.

2. Families may request and must be granted exemption from the minimum rent for financial hardships. Hardships include the following:

(a) A family is awaiting eligibility for federal, state, or local assistance (including a resident alien entitled to welfare assistance), the family would be evicted for non payment of the minimum rent, the family income has decreased due to changed circumstances, a death in the family and other circumstances determined by the agency as a Financial hardship.

(b) Temporary Financial Hardship Exemption (Short Term–Long Term) When a tenant’s hardship is determined to be short-term, a resident is not granted a 90-day exemption beginning on the date of the request for an exemption, but the tenant cannot be evicted for non-payment of the minimum rent.

When a request for a financial hardship exemption has been determined to be long-term, the tenant must be given a retroactive exemption from the minimum rent for 90-day period.

When this occurs the tenant is exempted from paying the minimum rent for a 90-day period and the rent cannot be collected by the Housing Authority. The hardship would be reassessed every 90-days thereafter to maintain the minimum rent exemption.

C. INCOME BASED RENT

The income-based rent shall be based on the great of:

- (a) 30% of the adjusted monthly income;
- (b) 10% of the monthly income; or
- (c) The Minimum rent.
- (d) Ceiling Rent

D. CEILING RENTS (MAXIMUM RENTS)

The HACH will establish ceiling rents based on the reasonable market value of the units. Ceiling rents will be not less than 100% of operating costs. Applicable ceiling rents will be appended to this ACOP.

The Ceiling Rents shall not be less than the established Flat Rents for Rent Choice determination as allowed under the QHWRA of 1998.

Ceiling Rents are intended to provide an incentive for families to remain in Public Housing and to encourage and reward employment and self- sufficiency.

The Ceiling Rents will be adjusted annually by the HACH based on HUD published annual adjustment factors. These rents will be reviewed every 3 years to compare to actual costs.

E. FLAT RENTS

The HACH establishes Flat Rents for each dwelling unit in the Low Rent Housing Program. The Flat Rent amount shall be based on the lesser of the monthly rental value of the units or the actual monthly cost attributable to providing and operating the dwelling unit. The rental value of the unit shall not exceed the HUD established Fair Market Rent (FMR) and will be reviewed for comparability every 3 years. Operating Costs will be determined using the most current audited financial statement figures.

The HACH will establish different Ceiling Rents and Flat Rents but retains the option to establish them as the same amounts each year if feasible.

The HACH will annually offer each Low Rent family a choice between two rent options, the HACH established flat rent or an income-based rent.

F. RENT CHOICE

Tenants shall have a choice to switch from one method of rent payment (Flat Rent or Income Based) to another once every 12 months, at the time of initial occupancy or at the annual recertification time. The tenant may only switch payment methods once a year. After the switch, the tenant must continue paying the selected rent choice until the end of the annual lease period. The HACH shall immediately allow tenants to switch payment methods for financial hardships including:

- Situations where family income decreases because of reductions of employment, or less of other assistance;
- Death in the family;
- Increase in family expenses for medical, childcare, transportation, or similar situations;
- Other situations determined by HACH.
- Families that select and stay with Flat Rent Method will not have their Incomes reviewed for 3 consecutive years. Income will be reviewed upon the selection of the Income Based Method.

VIII. DETERMINING ANNUAL INCOME, DEDUCTIONS, AND EXCLUSIONS

A. ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of

initial determination or re-examination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

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

If the Family has Net Family 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. [See B. 15. Below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.]
5. Payments in lieu of earnings, such as unemployment and disability compensations, worker's compensation, and severance pay. (see paragraph B. 3, below concerning treatment of lump sum additions as Family assets);
6. All welfare assistance payments received by or on behalf of any family member. See 24 CFR § 5.609 (b)(6) for welfare rules applicable to "as-paid" states;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members.
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. Below concerning pay for exposure to hostile fire.)

B. Annual Income Exclusions [24 CFR § 913.106]

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance, and worker's compensation) capital gains, and settlement for personal property losses; (but see paragraph 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 15. Below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;
5. Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution. (FR Vol. 60, #65/ 5 April 1995)
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs;
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program; excluded stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purpose of Supplementary Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participants in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - (d) Resident service stipends. A resident stipends is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the HACH that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

9. Temporary, non-recurring, or sporadic income (including gifts),
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 USC 1437 et seq.), OR any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
 - (a) Comparable Federal, State or local law means a program providing employment training and supportive services that: (a) is authorized by a Federal, State, or local law, (b) is funded by the Federal, State, or local government; (c) is operated or administered by a public agency; and (d) has as its objective to assist participants in acquiring employment skills.
 - (b) Exclusions period means the period during which the resident participates in a program described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 (42 USC 1437 et seq.). If the resident is terminated from employment without good cause, the exclusion period shall end.
 - (c) Earnings and benefits means that incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
14. New employment Earned Income and benefits received by a family member who was previously unemployed for 1 or more years; or whose earned income increases during the participation of a family member in a family self-sufficiency or other job training program; or who was in the last 6 months assisted under a state program for Temporary Assistance for Needy Families (TANF) and whose earned income increases will be excluded as follows:
 1. 100% of the increased income will be excluded from rent computation during the 12-month period beginning the date on which the employment commenced.
 2. Upon the expiration of the first 12 months, the rent may be increased except that during the next 12 month phase in period, the amount of the increase may not be greater than 50% of the amount the rent would otherwise have increased.

15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
18. Amounts specifically excluded by any Federal Statute from consideration as income for purpose of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this execution. Updates will be published and distributed when necessary.

The following is a list of benefits excluded by other Federal Statute as of 3 August 1993 [FR Vol. 58, #147]:

- The value of the allotment provided to an eligible household for coupons under the Food Stamps of 1977 [7 USC 2017 (h)].
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088].

Examples of program under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Program such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executive (SCORE) and the Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 U.S.C.1626 (a)].
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [25 USC. 459e].
- Payments or allowances made under the Department of Health and Human Services' Low income Home Energy Assistance Program [42 USC 8624 (f)].

- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarship funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087].
- Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplementary Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)].
- Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Orange Product Liability Litigation, M.D.L. No 381 (E.D.N.Y.)
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785)
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).

C. ANTICIPATED ANNUAL INCOME [24 CFR 913.106 (D)]

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the

end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment.)

D. ADJUSTED INCOME [24 CFR 913.102]

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions.

VIII.

FOR ALL FAMILIES:

1. Childcare Expenses – A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek full time employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount not to exceed \$50 per week when the expense is incurred to permit education or to seek employment. Proof of payment is required.
2. Dependent Deduction – An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.
3. Work-related Disability Expenses – a deduction of unreimbursed amounts paid for attendant care of auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed.

Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the handicapped or disabled family member. Also, included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- (a) For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- (b) For elderly families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expenses less three percent of Annual Income (provide the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

FOR ELDERLY AND DISABLED FAMILIES ONLY:

4. Medical Expenses Deduction – A deduction of unreimbursed Medical Expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professional services from health care facilities, health insurance premiums, (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aides and batteries, attendant care (unrelated to employment of family members), and payment on accumulated medical bills. To be considered for the purpose of determining a deduction from income the expenses claimed must be verified.

- (a) For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent annual income.
- (b) For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

5. Elderly/Disabled Household Exemption – An exemption of \$400 per household, see Definitions in the next Section XIII.

E. RENT COMPUTATION

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, if the tenant agrees, directly to the utility company by the HACH.
2. Total Payment is the highest of:
 - 30% of adjusted monthly income; or
 - 10% of monthly income;
 - Minimum Rent - \$50.00
 - Ceiling Rent (when adopted by the HACH)
3. Tenant rent is computed by subtracting the utility allowances for tenant supplied utilities (if applicable) from the Total Tenant Payment. At developments where the HACH pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payments.

F. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

1. HACH must compute all applicable income of every family member who is a member of the household, including those who are temporarily absent. In addition, HACH includes the income of the spouse or the head of the household if that person is temporarily absent.
2. Income of persons permanently absent will not be included. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile **fire** and any other exceptions to military pay HUD may define) is counted as income.
3. It is the responsibility of the head of household to report changes in income, assets and family composition. HACH will evaluate absences from the unit in accordance with this policy.
4. Absence of Entire Family:
 - (a) These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In **cases** where the family has moved out of the unit, HACH will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy. "Absence" means that no family member is residing in the unit.
 - (b) Families are required to notify the HACH before they move out of a unit in accordance with the lease and this Policy and to give HACH information about any family absence from the unit.
 - (c) Families must notify the HACH if they will be absent from the unit for more than 14 consecutive days.
 - (d) If the entire family is absent from the assisted unit for more than 90 consecutive days, the unit will be considered to be vacated and the assistance will be terminated. In order to determine if the family is absent from the unit, HACH may, among other things:
 - (1) Conduct home visit;
 - (2) Write letters to the family at the unit;
 - (3) Telephone the family at the unit;
 - (4) Interview neighbors; and
 - (5) Verify if utilities are in service.
5. Absence of Any Member: Any member of the household will be considered permanently absent if s/he is absent from the unit for 90 days within a twelve-month period, excluding school attendance and military service which must be verified.
6. Absence due to Medical Reasons:

- (a) If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, HACH will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 90 consecutive days, the family member will not be considered permanently absent.
- (b) If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the HACH's "Absence of Entire Family" policy.

7. Absence due to Incarceration:

- (a) If the head of household is incarcerated for more than 90 consecutive days, she/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if she is incarcerated for 90 days in a twelve-month period.
- (b) The head of household must notify HACH within 14 days that they are incarcerated.

8. Foster Care and Absences of Children:

- (a) If the family includes a child or children temporarily absent from the home due to placement in foster care, HACH will determine from the appropriate agency when the child/children will be returned to the home.
- (b) If the time period is to be greater than 90 days from the date of removal of the children, the unit size will be reduced. If all children are removed from the home permanently, the unit size will be reduced in accordance with HACH's occupancy guidelines.

9. Absence of Adult:

- (a) If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the unit to care for the children, HACH will treat that adult as a visitor for the first 14 days.
- (b) If a member of the household is subject to a court order that restricts him/her from the home for more than 90 days, the person will be considered permanently absent.
- (c) The family will be required to notify HACH in writing within 10 days after an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

- (d) A full-time student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of unit size.

10. Visitors:

- (a) Any person not included on the HUD 50058 who has been in the unit more than 14 days in any one month period, will be considered to be living in the unit as an unauthorized household member.
- (b) Absence of evidence of any other address among other things will be considered verification that the visitor is a family member.
- (c) Statements from neighbors and/or HACH staff will be considered in making the determination.
- (d) Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.
- (e) The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and HACH will evict the family since prior written approval was not requested for the addition.
- (f) In a joint custody arrangement, if the minor is in the household less than 30 days per year, the minor will be considered to be an eligible visitor and not a family member.

11. Reporting Additions to HACH:

- (a) Changes in family composition must be reported to HACH in compliance with the lease agreement. The tenant must obtain the prior written consent of the HACH before permitting any additional persons to reside in the dwelling unit. Such new persons will be screened for admission in accordance with this Policy.
- (b) If the family does not obtain prior written approval from the HACH, any person the family has permitted to move in will be considered an unauthorized household member.
- (c) An interim reexamination will be conducted for any additions to the household.

12. Reporting Absences to HACH:

- (a) If a family member leaves the household, the family must report this change to HACH, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.
- (b) HACH will conduct an interim evaluation for changes that affect the TTP in accordance with the interim policy.

G. AVERAGING INCOME

- 1. When Annual Income cannot be anticipated for a full twelve months, HACH may:
 - (a) Average known sources of income that vary to compute an annual income, and;
 - (b) Annualize current income and conduct regular and frequent interim reexaminations.
- 2. If there are bonuses or overtime which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.
- 3. Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.
- 4. The method used depends on the regularity, source and type of income.

H. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a face-to-face interim recertification every 90 days. This recertification will be limited to verification of the income of the resident and/or the non-employed status of the resident and dependents. Elderly family members and persons with disabilities will be exempt from the interim recertification.

I. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

- 1. If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, HACH, in calculating TTP, will exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.
- 2. HACH must receive written third-party verification from the facility in which the member is confined.

J. REGULAR CONTRIBUTIONS AND GIFTS

1. Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.
2. Any contribution or gift received every 30 days or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. (See Section on "Verification Procedures," for further definition.)
3. If the family's expenses exceed its known income, HACH will question the family about contributions and gifts and the family must provide written third party verification from the provider of the income.

K. ALIMONY AND CHILD SUPPORT

1. Regular alimony and child support payments are counted as income for calculation of TTP.
2. If the amount of child support or alimony received is less than the amount awarded by the court, HACH must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.
3. HACH will accept as verification that the family is receiving an amount less than the award if HACH receives third-party verification from the agency responsible for enforcement or collection.
4. It is the family's responsibility to supply a certified copy of the divorce decree.

L. LUMP-SUM RECEIPTS

1. 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 but may be included in assets. The family must report such lump-sum additions to HACH within 10 days of occurrence.
2. Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.
3. Prospective Calculation Methodology: If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

- (a) The entire lump-sum payment will be added to the annual income at the time of the interim.
 - (b) HACH will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year).
 - (c) At the next annual rectification, HACH will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.
 - (d) The lump sum will be added in the same way for any interim's which occur prior to the next annual rectification.
4. Retroactive Calculation Methodology: If the payment is not reported on a time basis, the calculation will be done retroactively as follows:
- (a) HACH will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.
 - (b) HACH will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the HACH.
- The amount due to the retroactive calculation shall be due and payable on the first of the month following the calculation.
5. The amount owed by the family is a collectible debt even if the family becomes unassisted.
6. Attorney Fees: The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees. HACH must receive third party written verification from the attorney of such fees.

M. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

Contributions to company retirement/pension funds are handled as follows:

- 1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.
- 2. After retirement or termination of employment, count any amount the Employee elects to receive as a lump sum.

N. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

1. HACH must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. HACH will count the difference between the market value and the actual payment received in calculating total assets.
2. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.
3. HACH's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000. If the total value of assets disposed of within the two-year period is less than \$5,000, they will not be considered an asset.

O. CHILDCARE EXPENSES

1. Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.
2. Childcare expenses may not be deducted if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:
 - (a) The abuser in a documented child abuse situation, or
 - (b) A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.
3. Allowability of deductions for childcare expenses is based on the following guidelines:
 - (a) Child care to work: The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working. Proof of expense is required.
 - (b) Child care for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including two hours travel time to and from school).
 - (c) Amount of Expense: HACH may survey the local care providers in the community/collect data as a guideline. If the hourly rate materially exceeds the guideline, HACH may calculate the allowance using the guideline.

P. MEDICAL EXPENSES

1. When HUD rules and regulations are unclear as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Q. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

1. Applicability:

- (a) Pro-ration of assistance must be offered to any "mixed" applicant or participant Family,
- (b) "Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Section entitled "Recertifications."). Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

2. Prorated Assistance Calculation: Prorated assistance will be calculated by subtracting the family's TTP from the applicable Maximum rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

- (a) Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.
- (b) Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligible Subsidy.
- (c) Subtracting the amount of Eligible Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

R. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

- 1. If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment. The utility allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, *not* on a family's actual consumption.
- 2. When the utility allowance exceeds the family's TTP, HACH will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant unless the tenant has agreed, in writing, to a payment to the utility company.
- 3. Resident-Paid Utilities: The following requirements apply to residents living in or applicants applying to developments with resident-paid utilities:
 - (a) When the supplier of utilities offers a "budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures

adequate heat in the winter. If the family is receiving AFDC, HACH will encourage the family to consider a vendor payment plan for rent and utilities.

- (b) When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that HACH will be notified if the resident fails to pay the utility bill.
- (c) If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.
- (d) Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

S. EXCESS UTILITY PAYMENTS

Residents in units where the HACH pays the utilities may be charged for excess utilities in accordance with the lease.

T. LOSS OR REDUCTION OF WELFARE BENEFITS

Effective immediately, Family rent will not be lowered for a family whose welfare benefits are reduced because of fraud, because of the family's failure to participate in an economic self-sufficiency program, or because of failure to comply with work activity requirements. The HACH will only deny a reduction in the rent after obtaining written verification from the welfare agency. The prohibition against reducing the rent does not apply in situations where the family's time limit for receipt of welfare benefits has expired or when the Family has complied with the welfare requirements but has been unsuccessful in finding a job.

All affected families must be notified of their right for an administrative review through the grievance procedure.

U. INCOME FROM TRAINING PROGRAMS AND EMPLOYMENT

Annual Income for the purpose of determining initial and/or continued eligibility, does not include:

- The earnings and benefits to any family member resulting from participating in a program providing employment training and support services in accordance with the Family Support Act (42 U.S.C. 1473t) or any comparable Federal, State, or local law during the exclusion period.
- Incremental earnings and benefits resulting from any family member from participation in qualifying state of local employment training programs.

IX. RECERTIFICATIONS

A. INTRODUCTION

HUD requires that HACH recertify all tenant families at least annually. At the annual recertification, families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition, but HACH decides what other changes must be reported and the procedures for reporting them. This Section defines HACH's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

B. ELIGIBILITY FOR CONTINUED OCCUPANCY

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in this policy;
2. Are not in breach of the dwelling lease;
3. Whose family members each have submitted, a copy of their social security card or have certifications on file that they do not have a social security number;
4. Whose family members have submitted a copy of their birth certificates;
5. Where all adult residents of public housing have been contributing eight (8) hours of community service per month to the community in which the family resides. Exempted are those:
 - Employed
 - Elderly
 - Disabled
 - Full-time students
 - Participating in an economic self sufficiency program excluded from the state's work requirements.
 - Are not in violation of the activities listed in Section II F of this ACOP.

C. ANNUAL RECERTIFICATIONS

1. Introduction:
 - (a) The terms *annual recertification* and *annual reexamination* are synonymous.

- (b) In order to be recertified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.
 - (c) Annual recertifications will be completed within 12 months of the anniversary of Tenant's move-in date. [*Example:* If family moves in anytime during August of a certain year, the annual recertification will be conducted to be effective on August 1, the following year and each year thereafter]. The recertification process will begin 90 days prior to the anniversary date.
2. Reexamination Notice to the Family:
- (a) All families will be notified of their obligation to recertify by first class mail. The notification shall be sent at least 90 days in advance of the anniversary date. HACH will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.
 - (b) HACH's method for conducting annual recertifications is to schedule the specific date and time of appointments in the written notification to the family.
 - (c) Persons with Disabilities: Persons with disabilities, who are unable to come to HACH's office will be granted an accommodation of conducting the interview at the person's home upon verification that the accommodation requested meets the need presented by the disability
3. Collection of Information:
- (a) A HACH representative will interview the family and enter the information provided by the family into HACH's tenant information system.
4. Requirements to Attend: The head of household and spouse are required to attend the recertification interview and sign the application for continued occupancy. All family members 18 years of age and older are required to attend and sign an Authorization to Furnish Information, Income Verification, and any other documents to verify status. If the head of household, spouse or family member 18 years or older are unable to attend the interview, the appointment will be rescheduled at reasonable time thereafter not to exceed 30 days. It is the family's responsibility to attend and arrange to meet this commitment.
5. Failure to Respond to Notification to Recertify:
- (a) The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to seven days prior to the interview.

- (b) If the family fails to appear for the appointment, and has not rescheduled or made prior arrangements, HACH will issue a 30-day lease violation notice, raise the tenant's rent to the Ceiling Rent that has been established for tenant's unit, and begin eviction procedures.
6. Documents Required From the Family: In the notification letter to the family, HACH will include instructions for the family to bring the following:
- (a) Documentation of income for all family members.
 - (b) Documentation of liquid and non-liquid assets.
 - (c) Documentation to substantiate any deductions or allowances.
 - (d) Documentation to substantiate change in family composition.
 - (e) Verification of completion of required 8 hours per month of community service.
7. Verification Of Information:
- (a) All information which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in this Policy. Verifications used for recertification must be less than 90 days old. All verifications will be placed in the file, which has been established for the family.
 - (b) When the information has been verified, it will be analyzed to determine:
 - (1) The continued eligibility of the resident as *a family* or as the *remaining member* of a family. (residuum family)
 - (2) The unit size required by the family.
 - (3) The amount of rent the family should pay.
8. Changes In The Tenant Rent:
- (a) If there is any change in rent, the lease will be amended, and a Notice of Rent Adjustment will be issued [24 CFR 966.4(c) & (o)]
 - (b) Tenant Rent Increases:
 - (1) If tenant rent increases, and the tenant has not delayed the rectification process, a thirty-day notice will be mailed to the family prior to the anniversary date.
 - (2) If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing,

HACH will raise the tenant's rent to the Ceiling Rent that has been established for tenant's unit.

(c) Tenant Rent Decreases:

(1) If tenant rent decreases. It will be effective on the anniversary date.

(2) If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, HACH will raise the tenant's rent to the Ceiling Rent that has been established for tenant's unit. The decreased rent change will be effective on the first day of the month following completion of the reexamination process by HACH.

D. TIMELY REPORTING OF INTERIM CHANGES

1. Standard for Timely Reporting Changes:

(a) HACH requires that families report in writing interim changes of income and family composition to HACH within 10 days of when the change occurs. For changes in family composition, the family must obtain HACH written approval prior to any additions to the household other than additions due to birth, adoption and court-awarded custody. Any information, document or signature needed from the family to verify the change must be provided within 10 days of the change.

(b) If the change is not reported within the required time period, or if the family fails to provide signatures, certifications or documentation in the time period requested by HACH, it will be considered untimely reporting, and the family will be subject to eviction.

2. Interim Reexamination Policy:

(a) Increases in Income to be reported: Families must report all increases in income/assets of all household members to HACH in writing within 10 calendar days of the occurrence.

(b) Increases in Income and Rent Adjustments: HACH will process rent adjustments only for increases in gross income due to the adding of new Lease member or a change in income source. The increase rent adjustment will be effective the first day of the second month after the interim re-examination. However, Tenants are still required to report all changes in income between regularly scheduled annual recertifications within 10 calendar days of the occurrence. All other rent increases will be effective and processed during the next scheduled annual re-certification.

(c) Decreases in Income and Rent Adjustments: HACH will process rent adjustments for decreases in income, which will last more than 30 calendar days, and

are reported between regularly scheduled annual recertifications. Rent decreases will be effective the first of the month following the month in which the change was reported in writing and verified. Resident will pay the lower rent pending verification.

- (d) Other Interim Reporting Issues: An interim reexamination will be scheduled for families with zero and/or unstable income every 90 days. Elderly family members and persons with disabilities are exempt from this reexamination.
3. Any changes reported in writing by residents other than those listed in this section will be noted in the file by the staff person but will not be processed until the next regularly scheduled annual recertification.
 4. HACH Errors: If HACH makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.
 5. Procedures:
 - (a) HACH will notify the family of any changes in Tenant Rent to be effective according to the following guidelines:
 - (1) Increases in the Tenant Rent are effective on the first day of the 2nd month following the month when the change was reported or implemented following a 30-day notice of the change.
 - (2) Decreases in the Tenant Rent are effective the first of the month following the month in which the change is reported, subject to verification.
 - (b) The change may be implemented based on documentation provided by the family, pending third party written verification.
 6. If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:
 - (a) Increase will be effective retroactive to the date it would have been effective had it been reported on a timely basis.
 - (b) Decrease will be effective on the first of the month following completion of processing by HACH and not retroactively.
 - (c) If HACH fails to process the change in a timely manner, any increase in rent will be effective after the required thirty days' notice prior to the first of the month after completion of processing by HACH.

- (d) If the change resulted in a decrease, the overpayment by the family will recalculate retroactively to the date it should have been effective, and the family will be credited for the amount.

X. TRANSFER POLICY

A. GENERAL TRANSFER POLICY

1. It is HACH's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. (Required, 24 CFR § 100.5)
2. Resident will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident for other undesirable conditions as determined by the Executive Director or designee. (Not a HUD requirement, HACH option)
3. Resident will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfer or the removal of the household from the transfer list for voluntary transfer. The good cause standard applicable to new admissions shall apply to transfers.

B. TYPES OF TRANSFERS

1. This policy sets forth several categories of transfers. Priority for transfers and the order in which families are transferred shall be subject to the hierarchy by category set forth below. (Not a HUD requirement, HA option)

- (a) Emergency Transfers are mandatory when the unit or building conditions pose an immediate threat to resident life, health, or safety, as determined by HACH. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, safety, and safety; alleviate verified medical problems of life threatening nature; based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- (b) Category 1 Administrative transfers: include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency), provide housing options to resident who are victims of hate crimes, alleviate verified medical problems of units, or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for medical transfers will made to the Site Manager. The Resident shall provide the manager with the necessary documentation to substantiate the need for a medical transfer. Medical transfers may also be offered by HACH (e.g. moving a person with mobility problems to a unit with accessible features.)

- (c) Category 2 Administrative transfers: Transfers within sites or between sites may be made to correct occupancy standards (mandatory: over or under the HACH's standards); offer incentive transfers (voluntary) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is smaller than the HACH's minimum number of persons per unit standards for the unit the family is occupying. These transfers are mandatory.

If a family's size is between the minimum and maximum occupancy limits for the unit, the family may request a transfer, but is shall be considered a Category 3 transfer.

- (d) Category 3 Administrative Transfer: Mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; or correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family request a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms), to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

These transfers will not take priority over new admissions.

2. Whenever feasible, transfers will be made within a residents area.

C. PROCESSING TRANSFERS

1. A centralized transfer waiting list will be administered by the Leasing and Occupancy Coordinator. Managers are responsible for submitting requests for transfer including necessary documentation.
2. The Leasing and Occupancy Coordinator will sort requests for transfers into categories. Admissions will be made in the following order:
 - First Emergency Transfers, then
 - Category 1 Administrative Transfers,
 - Category 2 Administrative Transfers , and finally
 - Applicants

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of reexamination or interim redetermination. This is the only method used to determine over/under housed status.
4. Residents in a Category 2 over/under housed status will be advised in their 30 day “Notice of Results of Re-examination” that a transfer is recommended.
5. When a head of household, originally housed in a bedroom by him/herself, has adopted a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the maximum person-per-unit standard) to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, HACH’s prior approval of additions to the household is required.)
6. Split-family transfers will be processed as Category 2 administrative transfers. Families that spilt into 2 “new” households may be transferred to two different units or a portion of the “old” household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units.
7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

D. RECORD REQUIREMENT FOR TRANSFERS

1. In general, and in all cases of resident-requested transfers, residents will be considered for transfers only if they:
 - (a) Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - (b) Do not owe back-rent or other charges, or have not established a pattern of late payment; or
 - (c) Meet reasonable housekeeping standards and have no house-keeping lease violations
2. Exceptions to good record requirements may be made for emergency transfers or when it is to HACH’s advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make exceptions to the record requirement will be made by the recommendations of the Director of Public Housing.

Absent a determination of exception the following policy applies to transfers:

- (a) If back rent is owed the resident will not be transferred until back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

E. INCENTIVE TRANSFERS

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex disability or familial status, who have good histories and want to move to units other than those they currently occupy.

(a) Incentive Transfer – HACH may occupy recently modernized and scattered site units through incentive transfers. Depending on HACH’s vacant unit status, modernized units may be filled with incentive transfers, new applicants, or a combination of both. HACH reserves the right to fill modernization units in a manner that has the least impact on vacant units.

(b) Resident requests for incentive transfers should be made to the Site Manager. Site Managers may also recommend a resident for an incentive transfer. In order for a resident to be considered for an incentive transfer the following conditions must be met:

- (i) Residency in HACH development for at least three years.
- (ii) No repayment agreement or unpaid balance at any time in the past two (2) years.
- (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violations in the applicant’s file.
- (iv) Good housekeeping record.

2. Incentive transfers are Category 2 administrative transfers. Scattered sites incentive transfers will take precedence over new admissions and modernization incentive transfer may take precedence over new admissions.

3. No exceptions will be granted to the good record requirement for incentive transfers.

F. COST OF TRANSFER

1. Resident shall bear the cost of transfers to correct occupancy standards, however, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer. Transfers requested or required by the HACH will be paid for or made by the HACH.

XI. LEASE TERMINATIONS

A. INTRODUCTION

The HACH may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (1)(2)], and the terms of the lease. This Section describes the HACH's policies for notification of lease termination and provisions of the lease. Lease termination and evictions will be processed in accordance with the HACH's current lease and grievance procedures. The Dwelling Lease and Grievance Procedures are incorporated into this document by reference.

B. TERMINATION BY TENANT

1. The tenant may terminate the lease by providing the HACH with a 30 day written notice as defined in the lease agreement.

C. TERMINATION BY HACH

The lease may be terminated by HACH at any time by giving written notice for serious or repeated violation of material terms of the Lease or Tenants failure to pay rent and other charges.

1. If an adult resident fails to complete all the community service hours by annual recertification time, the lease will be terminated. However, the resident and HACH may enter into an agreement to bring the resident current on service hours.

D. NOTIFICATION REQUIREMENTS

1. The HACH's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this Plan. (See Section on Lease and Grievance Policy.)

2. Notices of lease termination may be served personally or by certified mail.

3. Timing of the Notice:

- (a) If the HACH terminates the lease, written notice will be given as follows:

- (1) At least 14 days prior to termination in the case of failure to pay rent.

- (2) At least 3 days prior to termination commensurate with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or HACH employees or the safety of the premises (e.g. criminal and/or drug activity).

- (3) At least thirty days prior to termination in all other cases.

- (b) The HACH shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit upon termination of the lease and eviction from the dwelling unit.

4. Criminal Activity:

In an eviction for criminal activity, the HACH shall have the discretion to consider, but is not limited to, the following circumstances of the case:

- (a) The seriousness of the offense.
- (b) The extent of participation by family members.
- (c) The effects on non-involved family members.

E. RECORD KEEPING

A written record of every termination and/or eviction shall be maintained by HACH, and shall contain the following information:

1. Name of resident, number and identification of unit occupied;
2. Date of the Notice of Lease Termination and any other notices required by State or **local law**;
3. Specific reason(s) for the Notices, citing the lease section or provision that was violated, and other facts pertinent to the issuing of the Notices described in detail;
4. Date and method of notifying the resident;
5. Summaries of any conferences held with the resident including dates, names of conference participants, and conclusions.

XII. GRIEVANCES AND APPEALS

A. INTRODUCTION

The informal hearing requirements defined in HUD regulations and the HACH Grievance Procedure are applicable to participating families who disagree with an action, decision, or inaction of HACH.

B. APPEALS BY TENANTS

Grievances or appeals concerning the obligations of the tenant or HACH under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of the HACH, which is incorporated into this document, by reference and is the guideline to be used at the time such grievance or appeal arises.

C. APPEALS BY APPLICANTS

1. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal hearing.
2. Applicants must submit their request for an informal hearing in writing to the HACH within 15 calendar days from the date of the notification of their ineligibility. If the applicant fails to request an informal hearing within the specified period, he/she waives their right to an informal hearing.
3. If the applicant timely requests an informal hearing, the HACH will provide an informal hearing within 90 calendar days of receiving the request. HACH will notify the applicant of the place, date, and time.
4. Informal hearings will be conducted by an impartial hearing officer, the person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person.
5. The applicant may bring to the hearing any documentation or evidence he/she wishes and the evidence along with the data compiled by the HACH will be considered by the hearing officer.
6. **The hearing officer** will make a determination based upon the merits of the evidence presented by both sides. Within 15 calendar days of the date of the hearing, the hearing officer will mail a written decision to the applicant and place a copy of the decision in the applicant's file.
7. The grievance procedures for Public Housing tenants do not apply to HACH determinations that affect applicants.

Definitions of Terms Used in this Policy

(Continues on Next Page)

XIII. DEFINITIONS OF TERMS USED IN THIS STATEMENT OF POLICIES

1. Accessible Dwelling Units - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [**24 CFR § 8.21**]

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [**24 CFR § 8.3 & § 40.3.5**]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons, or ability to meet the needs of persons with different types & degrees of disability. [**24 CFR § 8.3 & § 40.3.5**]

5. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. [**24 CFR § 8.3 & § 8.23 (b)**]

6. Applicant - a person or a family that has applied for admission to housing.

7. Area of Operation - The jurisdiction of the HACH as described in New Jersey law and the HACH’s Articles of Incorporation.

8. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” **IMPORTANT:** See the definition of Net Family Assets, for assets used to compute annual income. (See **24 CFR § 5.603** for definition of Net Family Assets)

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

10. Care Attendant - a person that regularly visits the unit of a HACH resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by HACH must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-Head of Household - a household where two persons are held responsible and accountable for the family

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

13. Designated Family - means the category of family for whom HACH elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **(PL 96-120)**

14. Designated Housing (or designated project) - a project(s) or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **(24 CFR § 5.403)**

16. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. **[(42 USC 1437a(b)(3)]**

17. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **(24 CFR § 5.603)** in this section.)

18. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **(24 CFR § 5.403)**

19 Elderly Person - A person who is at least 62 years of age. **[42 USC 1437a(b)(3)]**

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

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college) may be considered a part of the applicant family's household if they are living or will live regularly with the family. **(24 CFR §§ 5 and 960)**

Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

21. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trades school **(24 CFR 5.603)**.

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

23. Individual with Handicaps, Section 504 definition **[24 CFR § 8.3]** -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) A physical or mental impairment that:
- substantially limits one or more major life activities;
 - has a record of such an impairment;
 - or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

(c) Definitional elements:

“Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such impairment.

NOTE: A person would be covered under the first item if HACH refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of HACH’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.
- (e) The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

24. Kinship Care - An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

25. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HACH to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (**24 CFR 5.403**).

HACH policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in aide is a single person.
- (f) A Live-in Aide will be required to meet HACH's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and a record of eviction from housing or termination from residential programs.

26. Low-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families **(42 USC 1437a(b))**.

27. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. **(24 CFR § 5.603)**.

28. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.

29. Mixed Population Project - means a public housing project for elderly and disabled families. The HACH is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

28. Multifamily Housing Project - For purposes of Section 504, means a project containing five or more dwelling units. (24 CFR § 8.3)

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

30. Near-Elderly Person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **(42 USC 1437a(b)(3))**

31. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **[24 CFR § 5.603]**

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms (**24 CFR § 913.102**).

32. Person with Disabilities⁶ (**42 USC 1437a(b)(3)**) means a person⁷ who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (**42 USC 423**); or,
- (b) Has a physical or mental impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [**42 USC 6001 (5)**].

33. Portion of Project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (**24 CFR § 945.105**)

34. Project, Section 504 - means the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [**24 CFR § 8.3**]

35. Qualified Individual with Handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the HACH can demonstrate would result in a fundamental alteration in its nature.

- (a) Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with

⁶ NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [**24 CFR 8.4 (c) (2)**]

⁷ A person with disabilities may be a child.

all obligations of occupancy with or without supportive services provided by persons other than the HACH.

- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the HACH as a part of the assisted program. The person may not be “qualified” for a project lacking such services. **(24 CFR § 8.3)**

36. Single Person – A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

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

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

39. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **(24 CFR §5.613)** See the definition for Tenant Rent.

40. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in **Appendix A to 24 CFR Part 40**. **See cross-reference to UFAS in 504 regulations, 24 CFR § 8.32 (a)**.

41. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **(24 CFR § 965.473)**.

42. Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development **(42 USC 1437a(b))**.

43. Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment.

HOUSING AUTHORITY OF THE CITY OF HOUSTON

ADMINISTRATIVE PLAN

FOR THE

**SECTION 8
CERTIFICATE & HOUSING CHOICE VOUCHER
PROGRAMS**

FINAL DOCUMENT

October, 2000

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RECORDS RETENTION STATEMENT

The Public Housing Authority (HACH) will keep all leases, Housing Assistance Payments (HAP) contracts, tenant applications and all other pertinent records on file during the term of the HAP Contract and for three (3) years thereafter.

I. STATEMENT OF POLICIES AND OBJECTIVES

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing & Community Development Act of 1981, the Housing & Urban-Rural Recovery Act of 1983, the Technical Amendments Act of 1984, the Housing & Community Development Act of 1987, and the Quality Housing & Work Responsibility Act of 1998.

Administration of the Housing Programs, as well as the functions and responsibilities of the Housing Authority of the City of Houston (HACH) staff, shall be in compliance with the Personnel Policy of the HACH, and the HACH Standard Operating Procedures for the Section 8 Program. All Federal, State and local housing laws will be followed and the HACH will comply with Fair Housing Regulations.

A. PURPOSE OF THE ADMINISTRATIVE PLAN

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

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

The purpose of the Administrative Plan is to establish policies for items that are not covered under Federal regulations for the Section 8 Existing Housing Assistance Payments (Certificate), Housing Voucher Programs, and the Housing Choice Voucher Program.

The Administrative Plan, hereinafter referred to as the “*Plan*,” covers both the admission and continued participation in the above mentioned programs. Policies are the same for both programs, unless otherwise noted.

The Board of Commissioners of the Housing Authority of the City of Houston will approve changes to the Plan.

The HACH is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

B. MISSION STATEMENT

The Mission of the Housing Authority of the City of Houston is to provide safe, decent and sanitary housing for lower-income persons and to manage resources efficiently and effectively. It shall promote personal, economic and social upward mobility to assist clients to make the transition from subsidized to non-subsidized housing.

C. STATEMENT OF LOCAL OBJECTIVES

The Housing Authority of the City of Houston's Section 8 Department is charged with meeting our goals and objectives through housing assistance programs available from the United States Department of Housing and Urban Development.

There is an undeniable need for low-income housing assistance within the City of Houston, as evidenced by the HACH's waiting lists for various housing programs.

There is also a need for quality housing units available for program participants. There is not an abundance of decent, affordable housing for income eligible participants within our jurisdiction.

We approach the administration of the programs with an optimistic and positive attitude. We have established realistic and attainable goals. We review and/or revise these goals annually. We have given particular thought to the number of families that can be expected to need decent, affordable housing, as well as participating families that need or desire to relocate to other suitable housing.

In establishing our goals, the HACH has given special consideration to the likely availability of existing housing stock.

Not overburdening the market, not forcing the program, but providing a vehicle for those prospective tenants who have a need for decent, affordable housing and those property owners who have available units to come together in a manner beneficial to both parties. The strategy is to achieve the attainable goals in the simplest manner possible, incurring the least expense, while complying with the Section 8 requirements and regulations.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority of the City of Houston (hereinafter referred to as "HACH") to comply fully with all Federal, state, and local laws, and rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the HACH shall not, on account of race, color, gender, religion, creed, national or ethnic origin, age, family or marital status, or disability deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Certificate or Voucher Programs, within the requirements and regulations of the HUD programs.

To further the HACH's commitment to full compliance with applicable Civil Rights laws, the HACH will provide information to Certificate and Voucher holders with regard to housing discrimination. Information will be made available during the family briefing session. All applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Certificate and Voucher holders briefing packet.

The HACH subscribes to HUD's "open-housing" policy. The HACH will maintain a list of available housing submitted by owners in all neighborhoods within the HACH's jurisdiction. We will provide this service to ensure "greater mobility and housing choice" to low-income households served by this agency.

E. PRIVACY RIGHTS

Applicants will be required to sign the Federal Privacy Act Statement in conjunction with the HUD 50058 form which states under what conditions HUD will release tenant and owner information.

The HACH's policy regarding release of information is:

- To release no information without the signed client release on the individual request for information unless the blanket authorization is used.
- However, the HACH may release information on amounts owed to the HACH for claims paid by the HACH and not reimbursed by a client, where there is no current Repayment Agreement in effect; and
- The HACH may release information on amounts owed to the HACH for prior overpayment of assistance where there is no current Repayment Agreement in effect; and
- The HACH must release the client's current address, the client's former address and the name of the landlord of the former address, if known, to the Certificate / Voucher Holder's Prospective Landlord, upon request of the Landlord; and
- The HACH may release information requested by court subpoena.

Requests for information must be accompanied by a written Release of Information Request in order for the HACH to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law.

F. ACCOMMODATIONS POLICY

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

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

Persons with Disabilities

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

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability" means:

- A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
- A record of such impairment; or
- Being regarded as having such impairment.

Those "regarded as having such an impairment" may include those with conditions such as obesity or cosmetic disfigurement, and individuals perceived to be at high risk of incurring a work-related injury.

Individuals with contagious diseases who do not pose a direct threat to others are covered by the Act. Persons with AIDS and those who test positive for the HIV virus are considered to have a disability.

An individual who has an infectious or communicable disease that is transmitted to others through the handling of food, the risk of which cannot be eliminated by reasonable accommodation, may be refused an assignment or a continued assignment to a job involving food handling. The Secretary of Health and Human Services annually will publish a list of those diseases that are transmitted through food handling.

Rehabilitated alcohol and drug users are considered to be persons with disabilities for purposes of the Act. However, current alcohol and drug users can be held to the same qualification standards for job performance as other employees.

Section 504

No otherwise qualified individual with disabilities in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 requires Section 8 agencies to affirmatively ensure that people with disabilities are given an equal opportunity to participate in the Section 8 program. HUD's Section 504 regulations, which are contained in 24 CFR 8, Subpart A-E, provide a more detailed explanation of Section 8 responsibilities.

A qualified person with a disability:

- Must be afforded an opportunity equal to that afforded to others, and/or
- Must be provided housing or benefits as effective as those afforded to others, and/or
- May not be provided different or separate housing or benefits unless necessary to provide the person with a disability with housing or benefits that are as effective as those provided to others.

The law is designed to afford people with disabilities an “equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement” as those who do not have disabilities.

The HACH is obligated to administer the tenant-based assistance program in the most integrated setting possible that is appropriate to the needs of qualified individuals rather than to separate the individual from the general population.

In any case, a participant with a disability *must ask* for an accommodation of their disability before the HACH can afford them the accommodation.

Undue Hardship

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and they do not create an “undue financial and administrative burden” for the HACH, meaning an action requiring “significant difficulty or expense.” This standard is not specifically defined in the Act.

In determining whether accommodation would create an undue hardship, the following guidelines will apply:

- The nature and cost of the accommodation needed;
- The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; and
- The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Accommodation

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

- The Housing Authority utilizes organizations, which provide assistance for hearing and sight-impaired persons when needed.
- A list of known accessible units will be provided.
- The HACH will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

G. TRANSLATION OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish and translates documents into Spanish.

In determining whether it is feasible to provide translation of documents written in English into other languages, the HACH will consider the following factors:

- Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
- Estimated cost to HACH per client of translation of English written documents into the other language.
- The availability of local organizations to provide translation services to non-English speaking families.
- Availability of bilingual staff to provide translation for non-English speaking families.

H. RULES AND REGULATIONS

All issues not addressed in this document related to participating tenants and owners are governed by the code of Federal Regulations, HUD Memos, Notices, and Guidelines or other applicable law.

I. MANAGEMENT ASSESSMENT OBJECTIVES

The HACH operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the HACH is using its resources in a manner that reflects its commitment to quality and service. The HACH policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators.

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income

4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. FMR/Exception Rent & Payment Standards
9. Annual Re-examinations
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment
15. Percent of FSS Participants with Escrow Account Balances
16. Bonus Indicator (Deconcentration)

II. ABOUT THE AUTHORITY

The HACH was established in January 1938 under State legislation.

On June 20, 1975, the HACH received its first HUD approved Annual Contributions Contract under the Section 8 Existing Housing Assistance Payment Program. The HACH also administers the Section 8 Moderate Rehabilitation Program, the Section 8 Existing Housing Assistance Payments Program, the Section 8 Housing Voucher Program, the Operation Bootstrap Program, the Robert Wood Johnson Homeless Families Program, the Family Unification Program, the Veterans Assisted Supportive Housing Program, the Section 8 Moderate Rehabilitation Program for Single Room Occupancy, and the Housing Choice Voucher Program.

A. ORGANIZATIONAL SET-UP

The Section 8 Department is located within the City of Houston.

The Department is responsible for the operations of all of the above-referenced Section 8 Programs.

The HACH's Section 8 Department handles the clients from application through Certificate/Voucher issuance through Annual Recertification and termination; including dwelling unit inspections, using a case management system.

The Director who reports to the Deputy Executive Director of Administration of the Housing Authority, and is responsible for administration of the programs and the staff heads the Department. The following are position titles of staff members who are responsible for implementation of the programs.

Staff of the Section 8 Department consists of the following:

1. Director

The Director is responsible for the overall management of the Section 8 Department and the administration of the Federal programs that fall under the purview of the Section 8 Department.

The Director is responsible for maintaining a positive relationship with HUD, state and local agencies, and the community.

The Director is responsible for defining and implementing goals of the Section 8 programs within the Department.

2. Operations Manager

The Operations Manager directs and oversees all day-to-day Section 8 Department activities with regard to the waiting list, intake, leasing, re-certifications and terminations.

The Operations Manager assists the Director in contacts with local officials, special interest groups, program participants and property owners.

The Operations Manager is responsible for trouble shooting throughout the operation and will direct the appropriate response and documentation on appeals, emergency complaints, and all related problems with regard to program operations.

3. Manager of Housing Inspections

The Manager of Housing Inspections directs and oversees all day-to-day activity with regard to Section 8 Housing Quality Standard (HQS) Inspections for initial move-in, re-certification, move-out, complaint and quality control inspections.

4. Assistant Manager of Housing Inspections

The Assistant Manager of Housing Inspections provides assistance to the Manager of Housing Inspections with regard to daily operations. The Assistant Manager is also responsible for conducting Quality Control HQS Inspections.

5. Intake Coordinator

The Intake Coordinator is responsible for supervision of operations related to the initial or annual certification of Section 8 applicants or program participants. The Intake Coordinator shall act in the role of facilitator, trainer, coach, expeditor, quality control reviewer and works directly with the Housing Counselors, as well as participating landlords and tenants.

The Intake Coordinator will assist families/landlords in the process of the Section 8 program. The Intake Coordinator will develop and utilize contacts with landlords and other governmental and community agencies to ensure open and positive communication between agencies, and to enhance our ability to verify income in determining client eligibility for program benefits.

6. Inspections Computer Operator

The Inspections Computer Operator is responsible for the data entry of Housing Inspection appointments, uploading/downloading of data from/to the handheld computers, and the printing of inspection reports and related correspondence.

7. Housing Counselor

The Housing Counselors are responsible to act in the role of a principal advisor to the applicant, program participant and landlord with regard to the rights and responsibilities of each in the program.

The Housing Counselor will investigate household income and determine family eligibility for program participation.

The Housing Counselor will establish contacts with local private sources, Federal/State/Local government agencies, and maintain contact with certified families to assist in finding rentals and in the performance of income verifications.

The Housing Counselor will conduct briefings with tenants and landlords, and assist in monitoring the housing market.

The Housing Counselor will assist families/landlords in filling out official forms and give eligible families helpful hints in what to look for in a safe, sanitary, and decent home.

8. Housing Inspector

The Housing Inspector will work directly with landlords in inspecting housing to determine whether it meets program requirements and whether the family can be assisted at that location.

The Inspector will provide information to landlords and tenants concerning housing conditions that meet HUD requirements.

The Inspector will be responsible for rent reasonableness documentation and certification on a case-by-case basis.

The Inspector will perform initial, annual, and complaint inspections, as well as the move-out inspections for damage claim purposes when required.

9. Waiting List Coordinator

The Waiting List Coordinator will have the primary function of overseeing staff functions and operations of the preliminary applications process and the waiting list, dealing directly and or indirectly with applicants and potential applicants. The Waiting List Coordinator will facilitate the resolution of any problems to be resolved with regard to the waiting list. The Waiting List Coordinator will assist the Director with public outreach.

10. Clerical Staff

The Clerical staff is essential in providing support to the various positions that they are assigned to assist in the organization and effectiveness of ongoing operations. This includes word processing: typing, filing, and preparing packets and documents as may be required. Several clerical positions are assigned special tasks concerning ongoing operations i.e.: preparing purchase requisitions for equipment, office supplies and inventory.

11. Applications Specialist

The Applications Specialist assists applicants in applying for Section 8 assistance. The Applications Specialist will provide information about the Section 8 programs and explain the function of the programs, plus provide counsel on other housing assistance programs that may be available in the City of Houston.

12. Data Entry Operator

The Data Entry Operator enters all Section 8 waiting list application information and subsequent changes into the computer.

13. Administrative Aide

The Administrative Aide is responsible for assisting in the day-to-day management and operation of the Section 8 Department by performing duties as specified by the Director of Section 8 and the Manager of Operations to include but not limited to the entry of information for new and changed vendors/landlords; petty cash disbursement, preparation of requests for handwritten checks and other duties as assigned.

14. Program Specialist

The Program Specialist assists with the evaluation and analysis of operational systems, maintains the promissory note recording system and assists with landlord outreach efforts. The Program Specialist assists in resolving disputes between landlords and tenants that have not been resolved by the housing counselor or the intake coordinator. Also included in the duties of the Program Specialist is the review and development of departmental policies and regulations and updating existing operating procedures for the department to keep the department in compliance with changing HUD regulations.

15. Records Management Specialist

Under the direction of the Manager of Operations, the Records Management Specialist maintains the Section 8 program client files. The Records Management Specialist is responsible for implementing and maintaining a file tracking and retrieval system for rapid location of client files, recommending policy and procedure changes in connection with the client files system and general maintenance of the files.

16. Family Self-Sufficiency Coordinator

The Family Self-Sufficiency Coordinator is responsible for developing and delivering a broad range of counseling and referral services for residents of all ages and conditions within the Section 8 Family Self-Sufficiency (F.S.S.) Program. The F.S.S. Coordinator performs a variety of tasks involving planning, implementing and monitoring activities and documenting and reporting program results.

B. DESCRIPTION OF PROGRAMS OFFERED

The HACH operates the following programs:

- Public Housing: the HACH owns and operates the Low Rent Public Housing Program.
- New Construction Section 8 Program.
- Section 23 Housing.
- Section 8 Existing Housing Assistance Payments (Certificate) Program.
- Section 8 Moderate Rehabilitation Program.
- Housing Voucher Program.
- Section 8 Moderate Rehabilitation Program for Single Room Occupancy (SRO).
- Housing Choice Voucher Program.

The HACH has Policies on:

- Single Room Occupancy Housing
- Independent Group Residence

- Congregate Housing
- Mobile Homes
- Family Self-Sufficiency
- Operation Bootstrap
- Family Unification Program
- Robert Wood Johnson Homeless Families Program
- Veterans Assisted Supportive Housing

C. LEGAL JURISDICTION

The area of operation of the Housing Authority of the City of Houston (a municipality) is that area that is geographically defined as the Houston City limits and that area that is within five (5) miles of the territorial boundaries of the Houston City limits which is not within the territorial boundaries of another municipality.

D. RECORDS FOR MONITORING HACH PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, the HACH will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the HACH’s operational procedures objectively and with accuracy.

III. OUTREACH PROCEDURES

A. FAMILY OUTREACH

The HACH continues to publicize and disseminate information, as needed, concerning the availability and nature of housing assistance for income eligible families. Upon execution of an Annual Contributions Contract (ACC) for additional units, the HACH will make known to the public through publication in a newspaper of general circulation, minority media, and other suitable means, the availability and nature of housing assistance for income eligible families, unless application taking has been suspended in accordance with HUD regulations.

Notice Requirements

The Notice must:

1. Advise families that applications will be taken at the designated office;
2. Briefly describe the Section 8 program; and

3. State that occupants/applicants for (Low Rent) Public Housing must specifically apply for the Section 8 Program and that applicants for the Section 8 Program will not lose their place on the Public Housing waiting list.

To reach persons, who cannot obtain or read the newspapers, the HACH will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service agencies will be made, as needed.

B. OWNER OUTREACH

The HACH issues public invitations to owners as needed to make dwelling units available for leasing by eligible families. On a continuing basis, the HACH will welcome the participation of owners of decent, safe, and sanitary housing units.

1. The Housing Staff of the HACH continues to make personal contact with private property owners, property managers, and real estate agencies where rents are considered reasonable when compared to the HUD published Fair Market Rents (FMR).

Program requirements are explained and printed material is offered to acquaint the owner/manager with the opportunities available under the program.

2. The HACH maintains a list of interested landlords and their property that is available for the Section 8 Program and updates this list monthly. As inquiries from interested new landlords are received, program staff disseminates a landlord information packet to interested property owners. Upon receipt of a landlord listing, information about the available rental unit is recorded in our automated database, with printed copies made available to any and all Section 8 clients certified for participation in the Voucher Program.
3. The HACH conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.
4. The HACH encourages program participation by owners of units located outside areas of poverty or minority concentration. The HACH periodically evaluates the demographic distribution of assisted families as it relates to HUD and Census data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choice and better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside the HACH's jurisdiction and given a list of landlords who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.
5. The staff of the HACH initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

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

Copies are made available to program participants at the time of Certification. Updates are provided, upon request.

C. PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW-INCOME AND MINORITY CONCENTRATION

HACH's Mobility Counseling (MC) program increases the opportunity and choice among Section 8 recipients. MC is a process that guides Section 8 subsidy holders to move from a high-poverty neighborhood into a low-poverty neighborhood. MC identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties families might face. HACH is responsible for providing support to individual families that encounter housing discrimination along with tools and resources that promote fair housing tools for participants.

- Information on general locations and characteristics of neighborhoods and on listings, to be provided to Voucher Holders as follows,
- An updated listing of available rental property is updated bimonthly and distributed to Voucher holders. These listings show addresses, shopping centers, bus lines, and amenities in the housing units, deposit information, etc. as provided by landlords.
- Property listings, which are revised every two weeks, are provided to each Voucher Holder requesting a listing.
- Applicants are made aware of the fact that they may choose any unit within the HACH's jurisdiction as long as the program requirements are met regarding the unit.
- Applicants are advised of portability provisions available in the Certificate and Voucher programs.
- Certificate and Housing Voucher Holders will be provided a map which identifies those areas within the City of Houston and the Greater Houston Metropolitan Area which are areas of low poverty and minority concentrations.

For more detailed information regarding HACH's Mobility Program, please refer to the Mobility Program guidelines and procedures.

IV. ELIGIBILITY FOR ADMISSION

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the HACH.

HUD has four factors for eligibility:

1. Family Composition
2. Income Limits
3. Social Security Numbers
4. Citizenship or Eligible Immigrant Status

The Family's initial eligibility for placement on the waiting list will be made in accordance with the following factors and will not be verified until selection from the application pool for a Voucher is made.

A. FAMILY COMPOSITION

The applicant must qualify as a family. A "family" consists of:

1. *Family:*

Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law, or who evidenced a stable family relationship over a period of time (not less than one year).

Evidence of "stable family relationship" may include any of the following: birth certificates of the children, joint tax return, prior lease (held jointly), joint bank accounts, insurance policies, informal marriage certificate or equivalent documentation as determined by the HACH.

An expectant mother with no other children will qualify for assistance as a family. She will be listed on the waiting list and qualifies for admission into housing unless she aborts or miscarries prior to admission. Once she is admitted as a single pregnant woman (*i.e.*, execution of the HAP contract), she will be considered the remaining member of the tenant family if she aborts or miscarries. The expectant mother must provide a written statement from the attending physician as evidence of her pregnancy.

2. *Elderly Household:*

An elderly household whose head or spouse meets the following definition (unless otherwise approved by HUD. The head, spouse or sole member must be:

- 62 years of age or older; or
- Disabled with a physical impairment which is expected to be of long continued and indefinite duration (at least the next twelve months), which substantially impedes but does

not prohibit his/her ability to live independently, and is of such nature that such ability could be improved by more suitable housing conditions; or a

3. *Disabled Family:*

A family whose head, spouse or sole member is a person with disabilities, or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. The definition of a disabled person includes a person who:

- Has a disability as defined in Section 223 of the Social Security Act or Section 102(b)(7) or 6001(7) of the Developmentally Disabled Act.
- Disabled within the meaning of Section 223 of the Social Security Act or Section 102(b)(7) or 6001(7) of the Developmentally Disabled Act.

The disabled person has a physical, mental, or emotional impairment that:

- a. Is expected to be of long-continued and indefinite duration,
- b. Substantially impedes his or her ability to live independently, and
- c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

4. *Single Persons:*

A person who lives alone or intends to live alone, and who does not qualify as an elderly family or a displaced person or as the remaining member of a tenant family.

Single persons who are not elderly, disabled or displaced may apply for and participate in the Section 8 program.

5. *Minors*

Applicants under 18 years of age or older, may apply for the Section 8 programs, however, participation in the Section 8 programs requires any family member to have the legal capacity to enter into a lease under State or Local laws.

• Live-In Attendants

A Family may include a live-in attendant who:

- Has been determined by the HACH to be essential to the care and well being of the elderly or disabled family member; and
- Is not obligated for the support of the elderly or disabled member; and
- Would not be living in the unit except to provide the necessary care and supportive services of the elderly or disabled family member; and
- Whose income will not be counted for purposes of determining eligibility or rent; and
- Who may not be considered the remaining member of the tenant family.

- Relatives are not automatically excluded from being care attendants, but must meet the definition described above.
- A live-in attendant's family members may be allowed to reside in the assisted unit provided that doing so does not increase the subsidy by the cost of an additional bedroom, and the presence of the live in attendant's family does not overcrowd the unit.
- The live-in attendant or the live-in-attendant's family members cannot be the remaining member of the tenant family if the person they are attending is no longer a participant on the Section 8 Existing Housing Program or the Voucher program.
- A live-in aide may only reside in the unit with the approval of the HACH. Written verification* will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled. Verification must specifically state what the care is needed for.

**Verification must include the hours the care will be provided.*

B. INCOME LIMITATIONS

The HACH may only admit an eligible family to the Section 8 Program. To be eligible, the applicant must be a “family” and must be “income eligible.” To be income eligible, the family must be either a “Very Low-income” family or a “Low-income” family in the following categories:

1. Families who are continuously assisted in public, Indian, or Section 8 housing;
2. Very-Low Income family;
3. Low-Income continually assisted family;
4. Low-Income non-purchasing family participating in a homeownership program; (lease-purchase);
5. Low-Income or Moderate-Income family that is displaced as the result of pre-payment of the mortgage or voluntary termination of an insurance contract on a project-based HUD-assisted development or a displaced family residing in a project subject to a resident homeownership program; and
6. Other Low-Income families established by HACH local preference.

For admission to the Voucher program, a family must be income eligible in the area where the family initially leases a unit with Section 8 Housing assistance.

A portable family transferring between the Certificate and Voucher program must be income eligible in the area where the family leases an assisted unit.

- The “Low-Income” limit is defined as 80% of the Area Median Income.
- The “Very-Low Income” is defined as 50% of the Area Median income.
 - HUD publishes both low-income and very-low income annually in the Federal Register
- The “Moderate Income” limit is defined as 95% of the Area Median Income.

Income Targeting

Each fiscal year not less than 75 percent of the HACH’s new admissions must have incomes at or below 30% of the area median income.

- Other admissions must be at or below 80% of the area median income;
- Conversion of assistance from the Certificate program to the housing choice voucher program does not count as an admission and is not subject to the targeting described above;
- The family’s gross annual income is used for the determination of eligibility and for targeting purposes;
- The HACH may not skip over other families to reach a higher income family on the waiting list. However, HUD does not appear to restrict skipping over higher income families to serve lower income families on the waiting list in order to achieve the 75% of families at or below 30% of income targeting requirement.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide Social Security Numbers for all family members’ ages 6 and older prior to admission, if they have been issued a number by the Social Security Administration.

All members of the family defined above must either:

1. Submit Social Security Number documentation; or
2. Sign a certification if they have not been assigned a Social Security Number. If the individual is under 18, his or her parent or guardian must execute the certification. If the participant who has signed a certification form obtains a Social Security Number, it must be disclosed at the next regularly scheduled reexamination.
3. Failure to furnish verification of social security number is grounds for denial / termination of assistance.

Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

The HACH will accept copies of the Social Security card only when it is necessary for the HACH to verify by mail the continuing eligibility of participant families.

Applicants may not become participants until the above referenced documentation is provided. The applicant will retain their position on the waiting list during this period.

D. VERIFICATION OF CITIZENSHIP AND/OR ELIGIBLE IMMIGRATION STATUS

The family must provide sufficient information to enable the HACH to obtain and verify citizenship or eligible immigration status in accordance *24 CFR, Part 812.5, Subpart B*.

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

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

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

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

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

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

E. OTHER CRITERIA FOR ADMISSION

Other criteria must be met for an applicant to be eligible for assistance under the HACH Section 8 Program:

- The Family must have paid any outstanding debt owed the HACH or another public housing agency on any previous tenancy for Public Housing or Section 8 Assisted Housing.
- The HACH has discretion to admit a family to the program with an outstanding debt to the HACH with the existing of a properly executed repayment agreement.
- The Family must have left any previous tenancy under the Section 8 Program without being in violation of any family obligation under its Certificate of Family Participation, Housing Voucher or Statement of Family Responsibility.
- The Family must have not violated any family obligation during a previous participation in the Section 8 program for 5 years prior to final eligibility determination.

- The Family must pay any outstanding debt owed the HACH or another public housing agency as a result of prior participation in any federal housing program within 10 days of HACH's notice to repay.
- No family member may have been evicted from public housing for any reason during the last 10 years prior to final eligibility determination.
- The HACH will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in *Chapter 20, Section C, "One Strike."*

F. SUITABILITY OF TENANT

The HACH may not screen for factors that relate to the suitability of the applicant family as tenants. Such factors include (but are not limited to) prior rent paying history, outstanding debts owed to previous owners (unless owed to HACH), etc.

The landlord may screen applicants to determine suitability as a tenant utilizing credit history investigation, reviewing previous rental references, and/or performing a home visit. The landlord may not discriminate on the basis of race, religion, sex, creed and national origin.

G. SPECIAL PURPOSE FUNDING ADMISSIONS

HUD may provide a HACH with funding to serve a Special population or a Targeted population, *e.g.*, homeless Veterans with disabilities, etc. When HUD targets funding of Vouchers for a Special Population, the HACH will accept an application from the applicant and place the application on the HACH waiting list, even though the waiting list may be closed. The HACH will select the applicant from the waiting list without consideration of any preferences. The selection will not be counted as a local preference nor is the selection subject to the 10% limit of Local preference admissions in a given year. Since HUD specifies the Special Population, there is no limit to the number of admissions from the waiting list except for the limit as defined by HUD in establishing the Special Population.

V. APPLYING FOR ADMISSION

A. GENERAL POLICY

Applications are taken to compile a waiting list. Due to the demand for housing in the HACH's jurisdiction, the HACH takes applications on an "open enrollment" basis.

Interested applicants may apply for any of the HACH's programs when application taking is open.

The application process will be undertaken in two phases: a preliminary application (referred to as a pre-application) will be taken first. When the families pre-application comes to the top of the waiting list and the HACH is ready to issue a Certificate or Voucher, the HACH will take a formal application (referred to as a full application) and verify required documentation of family income and allowances. The HACH ensures that verification of all HUD and HACH eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

B. INITIAL APPLICATION PROCESS

1. Acceptance of Applications for the Section 8 Program

Applications may be made in person at the HACH's Section 8 Department Applications Office during specified business hours posted at the HACH's Section 8 Department office. Preliminary applications are dated, time-recorded, and processed in accordance with the procedures outlined in the Administrative Plan.

Individuals who have a physical impairment that would prevent them from making a application in person may call the Section 8 Department to make special arrangements to complete their preliminary application, *e.g.*, taking the preliminary application by telephone, completing the preliminary application by applicant designated representative.

Applications are to be accepted from all families seeking admission to the HACH's programs, regardless of the number of eligible applications on hand, unless the waiting list is closed.

The HACH maintains designated telephone lines where interested persons can receive specific directions on how and when to apply.

Any family requesting Section 8 rental assistance will be given the opportunity to apply as long as the waiting list is open and the HACH is accepting applications.

The HACH utilizes TTY equipment to enable telephone contact for persons who are hearing impaired. HACH staffing is comprised of Bilingual employees fluent in Spanish-English and Vietnamese-English.

2. Suspension of Application Taking

The HACH may suspend the taking of applications if the waiting list is such that additional applicants would not be able to receive a Voucher within 12 months.

If the HACH has suspended the taking of applications for the Section 8 waiting list, no pre-applications will be accepted during the suspension period except for those cases that may require processing under commitments outlined under the Moderate Rehabilitation Program, the Robert Wood Johnson Homeless Families Program, or the Moderate Rehabilitation Program for Single Room Occupancy, or for Special Allocations of funding where the incremental fund targets a

specific population or group of persons, or when providing assistance for persons HUD targets to receive assistance through the Witness Protection Program.

The Waiting Lists may be closed completely or partially, by unit size. The waiting list would not be partially closed by selected Federal preferences or by selected local preference categories. The waiting list may not be partially closed if it would have a discriminatory effect, inconsistent with applicable civil rights laws.

The application taking closing date may be determined administratively at the same time that the HACH determines to open or reopen the waiting list. The open enrollment period shall be long enough to allow enough applicants as required by the projected turnover and addition of incremental Vouchers.

3. Closing the Waiting List

The HACH will announce the closing of the Waiting List by public notice.

4. Application Intake Period

Any re-opening of the list is conducted in accordance with the HUD requirements as outlined in 24 CFR Section 882.207, any waiver to Section 882.207 that HUD may have granted for special allocations through memorandum and notice from the HUD Central Office.

Any such determination by the HACH to re-open the Waiting List shall be publicly announced in the same manner as provided in 24 CFR Section 882.207.

This action is taken utilizing the following procedures:

- a. Notice in newspaper of general circulation.
- b. Posting such notice in plain view in the applications office.
- c. Notice published in minority media publications in the HACH's jurisdictions.

5. Enrollment for Families Displaced by Governmental Action

Families displaced by governmental action or displaced as a result of the voluntary termination or pre-payment of a mortgage of a project-based HUD assisted development or a displaced family residing in a project subject to a resident homeownership program will be allowed to submit an application and be placed on the waiting list, even though application taking has been suspended for all other applicants.

C. INITIAL APPLICATION PROCEDURES

The HACH will utilize a basic pre-application form, based on the Personal Declaration Form. The information is to be filled out directly by the client whenever possible. Translations will be provided for non-English speaking applicants by staff or by document in Spanish.

The purpose of the initial application is to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

The pre-application will contain this basic type of information:

- Names and ages of all household members,
- Gender and members relationship to head of household,
- Address(es) and telephone number(s),
- Amount and source of all income and assets,
- Information about any disability of family members,
- Social Security numbers
- Race / Ethnicity
- Citizenship / Eligible Immigration status
- Arrests / convictions for drug-related or violent criminal activity
- Request for Specific Accommodation needed to fully utilize program and services
- Previous address
- Current and previous landlords' names and addresses,
- Emergency contact person and address.

The initial application document is utilized for the Section 8 Voucher Program and the Section 8 Moderate Rehabilitation Program.

Once the initial application is complete, the HACH staff who is thoroughly acquainted with the eligibility criteria will make an assessment of the applicant's eligibility.

The family's income information on the form will not be verified until the client has been selected from the waiting list for final processing. Final eligibility will be determined when the full application process is completed.

Applicants are responsible for informing the HACH of changes in family circumstances (including income, household composition and address) and are responsible for responding to requests from the HACH to update pre-applications. Refusal to provide information shall result in the applicant being removed from the waiting list.

Attempts by the Department to contact the applicant by mail, for update or selection, where the U.S. Postal Service returns mail as undeliverable, change of address, etc., shall result in the applicant being removed from the waiting list.

D. NOTIFICATION OF FAMILY STATUS

Based on the information provided by the applicant on the pre-application form, if the family is preliminarily determined eligible, the applicant will be informed of the probable date their name will be reached to receive a Voucher. The HACH communication will in no way lead applicants to believe that the estimated date of Voucher issuance is exact, but will stress that the estimated date of Voucher issuance is subject to several factors that are beyond the HACH's control (i.e., turnover, funding, etc.).

Applicants will receive a written receipt that will certify the date that the preliminary application is received at the Housing Authority. The applicant will be responsible to notify the Housing Authority's Section 8 Applications Office, in writing, of any changes to their pre-application, i.e., change in family composition, mailing address, and or income.

Right to an Informal Review

Applicants who are denied Section 8 assistance are entitled to an informal review of their application. Section 8 program participants have a right to an informal hearing by an impartial Hearing Officer under certain situations. Informal reviews and meetings are covered more fully in Section XXII. Families and eligible singles are considered "applicants" until formal application, verification, and execution of the lease and Housing Assistance Payments subsidy contract, at which time the applicant becomes a "program participant."

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

An informal review may be requested if an applicant is denied the following:

Listing on the HACH's Waiting List

Issuance of a Voucher

Participation in the Program

Applicants must submit their request in writing to the HACH within ten (10) calendar days from the date of the determination.

E. COMPLETION OF A FULL APPLICATION

Families will be invited to come into the office to complete a full application at a scheduled interview. Appointments are scheduled by mail and generally provide the applicant with at least two weeks written

notice. The appointment letter also identifies the type of information that the applicant will be required to bring to the interview.

The family will complete the application on their own whenever possible, using the Personal Declaration Form as the basis for the full application. The head of household, as well as all adult members of the household to be assisted, must sign the personal declaration form.

1. Requirement to Attend Scheduled Meeting

It is the applicant's responsibility to reschedule the interview if they miss or unable to attend the appointment. If the applicant fails to attend the scheduled appointment and does not contact the Intake Unit of the Section 8 Department to reschedule the appointment, the HACH shall reject the application.

Rejection of the application means that the families pre-application will be removed from the waiting list and the family must re-apply at a time when applications are being taken. Applicants will be notified in writing if the application is rejected for this reason.

All adult family members are required to attend the interview with the head of household and sign the housing application (personal declaration). Exceptions are made for the severely disabled.

Exception may be made for students attending school out of state and for members for whom attendance would be a hardship.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within days to review the information and to certify by signature that all of the information is complete and accurate.

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

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

2. Verification of Full Application Information

Information provided by the applicant will be verified including information documenting family composition, income, assets, allowances and deductions, preference status (if the counselor determines that it is appropriate to re-verify the preference), full time student status, and other factors relating to eligibility, to determine applicant eligibility before the applicant is issued a Voucher.

Third party verifications in writing (sent by mail directly to the HACH) are preferred. Oral third party verifications are acceptable if they are properly documented.

If third party verification is impossible to obtain, the HACH will document in the file why another method was used. If third party verification is impossible to obtain, the HACH may use documents provided by the family. Documents will be photocopied when not prohibited by law. When documents cannot be photocopied, staff certification forms noting document viewed will be used by recording the source of information, the information obtained, and signed and dated by the staff person who viewed the document.

When the third party source cannot or will not provide the required verification within one (1) week; or in order to provide the basis for a provisional determination that will be subject to third party verification before a final determination is made, the HACH may review documents provided by the family as a substitute method for verification.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the HACH makes its final determination of eligibility. Final determination of eligibility is based on the same factors as preliminary or provisional eligibility, except that data at this point in time is verified through a third party or documented best available source.

The household is not actually eligible for Voucher issuance until this final determination has been made, even though they may have been preliminarily determined eligible and may have been issued a provisional housing voucher.

A client attempting to locate housing with a first time Voucher, or a participant relocating to another unit with a Voucher, may not be admitted into the Section 8 program, if the family Total Tenant Payment exceeds the current Fair Market Rent established by HUD for the family size, or the selected rental unit's gross rent.

G. DENIAL OF ADMISSION

The HACH must immediately and permanently deny admission to the Section 8 Program of persons convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") or any other narcotic in violation of any federal, state or local law.

The HACH may at any time deny program assistance for an applicant for any of the following grounds:

1. If the family violates any family obligations under the program.
 - a. The family must supply any information that the HACH or HUD determines is necessary in the administration of the program.

- b. The family must supply any information requested by the HACH or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- c. The family must disclose and verify social security numbers.
- d. Any information supplied by the family must be true and complete.
- e. The family is responsible for an HQS breach caused by any of the following:
 - The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).
 - If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any HACH-approved extension).
 - If the family has caused a breach of the HQS, the HACH must take prompt and vigorous action to enforce the family obligations. The HACH may terminate assistance for the family.
- f. The family must allow the HACH to inspect the unit at reasonable times and after reasonable notice.
- g. The family may not commit any serious or repeated violation of the lease.
- h. The family must notify the HACH and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- i. The family must promptly give the HACH a copy of any owner eviction notice.
- j. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- k. The family must promptly inform the HACH in writing of the birth, adoption or court-awarded custody of a child. The family must request HACH approval to add any other family member as an occupant of the unit.
- l. The family must promptly notify the HACH in writing if any family member no longer resides in the unit.
- m. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by the members of the family.
- n. The family must not sublease or let the unit.
- o. The family must not assign the lease or transfer the unit.
- p. The family must supply any information or certification requested by the HACH to verify that the family is living in the unit.

- q. The family must not own or have any interest in the unit.
 - r. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
 - s. The members of the family may not engage in drug-related criminal activity or violent criminal activity.
 - t. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicated federal, state or local housing assistance program.
2. If any member of the family has ever been evicted from public housing.
 3. If a HACH has ever terminated assistance under the certificate or voucher program for any member of the family.
 4. If any member of the family commits drug-related criminal-activity or violent criminal activity within five years of application processing.
 5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
 6. HACH shall deny participation in its assisted housing programs to families that have committed welfare fraud. HACH will allow such families to participate in its assisted housing programs if the family has repaid the full amount of all monies owed to the Welfare Agency within thirty days of the date the family is notified of the denial provided that there is no additional reason for the family to be denied participation.
 7. If the family currently owes rent or other amounts to the HACH or to another HACH in connection with Section 8 or Public Housing Assistance under the 1937 Act.
 8. If the family has not reimbursed any HACH for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
 9. If the family breaches an agreement with the HACH to pay amounts owed to a HACH, or amounts paid to an owner by a HACH. (The HACH, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a HACH or amounts paid to an owner by a HACH. The HACH may prescribe the terms of the agreement.)
 10. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
 11. If the family has engaged in or threatened abusive or violent behavior toward HACH personnel.

VI. ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

A. WAITING LIST

Except for Special Admissions, applicants will be selected from the HACH Waiting List in accordance with policies and preferences defined in this Administrative Plan.

The HACH will maintain information that permits proper selection from the Waiting List. The Waiting List contains the following information for each applicant listed:

- Applicant Name
- Family Unit Size (number of bedroom family qualifies for under HACH subsidy standards)
- Date and Time of application
- Qualification for any local preference
- Racial or Ethnic designation of the head of household
- Single's preference status
- Targeted program qualifications.

1. A Waiting List will be maintained in accordance with the following factors:

- The application will be maintained in a hard copy file or a computer file.
- Applications and local preferences will be maintained in chronological order.
- All applications must meet "Low Income" eligibility requirements as established by HUD. HUD must have previously approved any exceptions to these requirements.

The following families will not be considered part of the waiting list and will be treated under the "Transfer" section of this Plan.

- Portability families from another jurisdiction holding a valid Housing Voucher or Certificate;
- Families "targeted" by HUD to receive a special type of Voucher.

2. System for taking, processing and filing applications; establishing waiting list:

- All preliminary applications for the Section 8 program waiting list are recorded at the Housing Authority of the City of Houston Applications Office, 1st Floor, 2640 Fountainview, Houston, Texas 77057. All requirements of the application process must be met before applications are accepted.
- Applicants are requested to complete a preliminary application and are provided information on all HUD/local requirements, *i.e.*, Federal and Local Preferences, if any.

- Applicants receive information about the Section 8 programs including the Moderate Rehabilitation program as well as other forms of assisted housing, public housing and emergency/sheltered housing.
 - Pre-applications are entered on the Section 8 program waiting list and are maintained by computer.
 - In conjunction with the Moderate Rehabilitation Section 8 Programs, the Housing Authority of the City of Houston will permit owner selection of eligible tenants not on the HACH's waiting list, if the HACH is unable to refer families within 15 days of the owner's notification of a vacancy; provided that the owner has not discriminated against any applicant from the Section 8 waiting list and that the owner is fairly applying the same tenant selection criteria to all applicants.
3. Preference or priority categories in order, if any, for issuance of Certificates and method used for selection of Certificate/Voucher Holders or applicants to be referred to owners of vacant Moderate Rehabilitation units:
- Families waiting to be enrolled in the Section 8 program from the waiting list.
 - The Housing Authority of the City of Houston uses a computer-automated system produced by Creative Computer Solutions (CCS) to select clients from the waiting list.

B. LOCAL PREFERENCES

Applicants are listed on the computer and are selected chronologically with the oldest dated application selected first ("*first come - first served*") of all applicants.

The Housing Authority of the City of Houston is implementing Local Preferences to be used in the selection of non-Federal Preference approved applicants from the waiting list.

The Local Preferences are equally weighted and are listed as follows:

- A lower income resident assisted through the Housing Authority's project-based Section 8 Moderate Rehabilitation Program, excluding the SRO Program, who is currently overcrowded or under-housed where a suitable Section 8 Moderate Rehabilitation replacement unit is unavailable.
- A lower income resident that is physically displaced because of rental rehabilitation activities through the HOME program including overcrowding or a change in the use of the unit.
- A lower income resident of a HOME Program renovated rental rehabilitation property that has a post-rehabilitation rent burden in excess of 40 percent of adjusted income.
- Families that become displaced by HACH through the termination of a HACH Section 8 Moderate Rehabilitation Housing Assistance Payments Contract or through a reduction in the

number of assisted units in the Section 8 project-based Moderate Rehabilitation Contract.

- Families that become displaced by HACH through actions to develop incremental units of affordable housing relative to HACH responsibilities associated with the HOPE VI grant for Allen Parkway Village and the Allen Parkway Village Historic Community (APVHC).
- Families residing in public housing that become displaced by HACH due to unit conversion will be offered first an available public housing unit. If a displaced family does not accept the offer of a public housing unit because of the circumstances of the offer and presents to the satisfaction of HACH, clear evidence (good cause) that acceptance of the offer of a vacancy will result in undue hardship or disability, the displacee will be provided with Section 8 assistance, pending funding availability.
- Families who qualify for HACH's Special Programs (Referrals other than Open Registrations) receive a preference. This preference entitles the eligible registrant or applicant to be serviced and admitted to the Special Program for which the family qualifies for ahead of all other eligible registrants or applicants on the waiting list.
- Any resident of Allen Parkway Village Historic Community that is displaced by an operating subsidy shortfall and therein cannot remain in residence at this site will be provided with a local preference equal to all other local preferences.

Examples of “*good cause*” reasons for the refusal of an offer of public housing include, but are not limited to:

- Inaccessibility to source of employment, education, job training, children's day care, or educational program for children with disabilities when the displacee has a child participating in such a program, that would require the adult household member to quit a job, drop out of an educational or job training program.
- The unit is inappropriate for the applicant's disabilities or the family does not need the accessible features in the unit offered and does not want to be subject to a thirty-day notice to move.
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The Housing Authority of the City of Houston will utilize the above procedures of applicant selection for Section 8 certification for the Moderate Rehabilitation Section 8 Program, the Housing Voucher Program, the Moderate Rehabilitation Section 8 Program for Single Room Occupancy, as well as public housing families displaced by HACH due to unit conversion.

The Housing Authority utilizes all provisions of applicant selection in accordance with 24 CFR, part 882.209, 882.219, 882.513, 882.514, 882.517 and 882.808.

In the **Section 8 Moderate Rehabilitation Program for Single Room Occupancy (SRO)**, owners, owner's agents or supportive service agencies working on the owner's behalf may select homeless persons who are:

- Regularly sleeping in places not designed for, or ordinarily used as sleeping accommodations for human beings (*e.g.*, streets); or
- Sleeping in an emergency shelter facility; or
- Sleeping in transitional or supportive housing for homeless persons who originally come from the streets or emergency shelters; or
- Otherwise homeless.

Owner participants in the Section 8 Moderate Rehabilitation Program for Single Room Occupancy (SRO) are solely responsible for tenant selection. They notify the HACH when a homeless person has been selected for occupancy. The HACH completes the full application to determine client eligibility.

Inquiry List

If applications are not being accepted, i.e., the waiting list is closed, the HACH shall not accept or maintain an inquiry list. Interested parties will be required to apply when the waiting list officially re-opens.

C. PREFERENCE ELIGIBILITY

Applicants will be placed on the waiting list according to information provided by them as to their qualification for local preference. This preference claim will be verified at the time of preliminary application.

Applicant circumstances may change while awaiting a Voucher offer. These changes may affect entitlement to a preference. Applicants are required to notify the HACH, in writing, when their circumstances change. Whenever applicants claim a different preference, they will be placed on the waiting list in the appropriate order established by their change in claimed preference.

However, to be finally determined eligible, applicants must still meet the preference criteria for the preference categories established at the time that a Voucher is expected to be available and a full application is completed.

If the applicant's preference cannot be verified, the applicant will be notified of the preference denial and given the opportunity for an informal meeting and an informal review, as described in *Section XXII*.

D. ORDER OF SELECTION

Applications will be filed in the following hierarchical order:

- All local preference applicants and then all

- Non-preference applicants by time and date of application.

Interviews for completion of a full application are scheduled on this basis.

E. TARGETED APPLICANTS

Special HUD programs may target special populations, special units or special types of buildings to meet the objectives of the US Housing Act of 1937. The number of Housing Choice Vouchers allocated to special programs, and/or the percentage of overall funding designated for a specific population is determined by HUD. Restrictions to serve specific populations are based on HUD funding requirements or HUD regulations. For these populations and programs, applicants are usually generated by referral if there are no eligible applicants on the Section 8 waiting list. For example in HUD's Section-8 program funding has been allocated through a special initiative called the Family Unification Program (FUP). In the FUP, the State Child Protective Services agency must refer clients to the HACH in order for HACH to determine eligibility and provide housing services. The HACH adds the CPS client referral to its waiting list and since the newly added applicant meets the special target population requirements is immediately selected from the waiting list for housing assistance. The requirements of this and other HUD special initiatives specify how applicants are to be selected for program participation.

F. RE-OPENING OF WAITING LIST

The HACH may re-open the waiting list to all applicants or applicants from a "Special Population," authorized by HUD, ACC or a specified number of applicants meeting a specified criteria.

The HACH will advertise in local media the advanced re-opening of the waiting list. The message will contain:

- The dates, times and locations where families may apply;
- The program for which applications are being taken;
- A brief description of the program;
- A statement that public housing residents must submit a separate application if they want to apply for Section 8.

XXIX. Registration, Referrals and Applications

When the Leasing and Occupancy division determines that there will be an insufficient number of applicants on the waiting list from the last open registration period for a specific population, a registration system will be established to add applicants to the waiting list from a specified population. HACH operates a number of programs that service special populations, special needs, or programs that were designed for a special purpose. For those populations and programs, applicants are generated by referral if there are no eligible applicants on the Section 8 waiting list.

Special Programs may target special populations, special units or special types of buildings to meet the objectives of the U.S. Housing Act of 1937 or other Federal programs. The number of housing choice

vouchers allocated to special programs is determined by HUD through allocated funding to the housing agency to service the identified populations. Applicants who qualify for HACH's Special Programs (Referrals Other than Open Registrations).

For Example: Welfare-to-Work

HACH has made the determination that it did not have enough applicants on its waiting list who qualified for the Welfare-to-Work (WtW) program. Therein, HACH received a list of 2000 applicants from the Texas Department of Human Services (TDHS) in order to make selections and award 700 housing vouchers to eligible and qualified TANF (Texas' Aid to Needy Families) recipients. Due to the large volume of referrals received, HACH opened up its waiting list for this specific population only on April 28, 2000 and than again on June 30, 2000.

- The HACH received a list of all TANF clients from the Texas Department of Health and Human Services through a formal Memorandum of Agreement. The TDHS list represented a population of approximately 11,000 active TANF recipients in Houston.
- HACH assigned random numbers to each of the 11,000 names on the list using a computer-based table of random numbers assignment.
- HACH selected the first 6,000 names based upon the randomly assigned numbers. All 6,000 TANF recipients were invited to the HACH to participate in the Welfare-to-Work (WtW) lottery. Every attendee completed a HACH preliminary application form. The applicant names were added to the HACH waiting list.

The waiting list was only temporarily opened for the purposes of the HUD special initiative, *i.e.*, the *WtW Program*.

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

The application process will involve two phases.

1. The first is the **Initial Application** for assistance (referred to as a "pre-application").
2. **Full Application** process that includes the interview, verification of income and allowances, issuance of housing voucher and program briefing.

G. MAINTAINING THE WAITING LIST

After the preliminary eligibility determination has been made, applicants are placed on the appropriate waiting list in order of preference. The HACH will maintain an accurate waiting list, which conforms to HUD requirements.

H. UPDATING THE WAITING LIST

The HACH will periodically update the waiting list to ensure that it is current and accurate.

The HACH will mail a letter to the applicant's last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

Applicants are required to inform the HACH in writing of changes in address. Applicants are also required to respond to requests from the HACH to update information on their application and to determine their interest in assistance.

If the applicant did not notify the HACH of a move as required, the HACH will not be responsible for the applicant's failure to receive the update request.

The request letter will include a deadline date by which applicants must contact the HACH of their continued interest, by mail or in person. If the HACH fails to receive the updated applicant information by the deadline date, the applicant's name will be removed from the waiting list.

Notification of a change in address to the U.S. Post Office or sources other than the HACH, is not considered compliance with the requirements to notify the HACH.

Applicants will be given 15 days to return the notice of continued interest. The HACH does not accept responsibility for mail delays.

If after a review of the initial application, the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.

This written notification of preliminary eligibility will be:

- Mailed to the applicant by first class mail
- Distributed to the applicant in the manner requested as a specific accommodation.

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

I. TIME OF SELECTION [24 CFR 982.204, 5.410]

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

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

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

Based on the HACH's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence and completion of verification.

J. COMPLETION OF A FULL APPLICATION

All preferences claimed on the initial application or while the family is on the waiting list will be verified:

- Upon receipt of the preliminary application and prior to placement on the waiting list;
- After the family is selected from the waiting list, and prior to completing the full application;
- Whenever the family claims a preference.

When the HACH is ready to select applicants, the applicants will be required to:

- Complete a Personal Declaration Form prior to the full application interview.
- Complete a full application in his or her own handwriting, unless assistance is needed, or a person makes a request for accommodation with a disability. Applicant will then be interviewed by HACH staff to review the information on the full application form.
- Participate in a full application interview with a HACH representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The HACH interviewer may complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

Special accommodations will be made for those clients with disabilities on a case-by-case basis.

K. FINALIZING THE DETERMINATION

All completed and verified applications are added to an "eligible to be notified" list and families are called in for briefing and issuance of vouchers in accordance with this Administrative Plan.

A statistical report is prepared by the Section 8 staff from the data contained in the computer system each month to ensure that the very low-income requirement is met, *e.g.*, 75% of all new admissions within a calendar year must have incomes equal to or less than 30% Area Median Income for the statistical metropolitan area, and that the number of vouchers issued is sufficient to maintain contracts for the number of units authorized.

L. OWNER REFERRALS

In the Section 8 (project-based) Moderate Rehabilitation Program and Moderate Rehabilitation program for Single Room Occupancy (SRO) owners may refer applicants to the HACH for assistance in their assisted development. In the Moderate Rehabilitation Program, owners may only exercise this option

after the HACH has been offered the opportunity to submit applicants as potential tenants from its Moderate Rehabilitation waiting list. If the HACH fails to make applicant referrals or if the HACH referrals are not considered suitable tenants, 15 days from the date of vacancy, the participating Moderate Rehabilitation owner may refer an potential tenant for the HACH to evaluate for program eligibility.

In the SRO program, owners do not need to consider applicants from the HACH waiting list as potential tenants. They are permitted to identify homeless single individuals for placement in the assisted SRO unit through direct contact with homeless persons.

Owners, their agents and or supportive service agencies working on the owner's behalf may select homeless persons who are:

- Regularly sleeping in places not designed for, or ordinarily used as sleeping accommodations for human beings (*e.g.*, streets); or
- Sleeping in an emergency shelter facility; or
- Sleeping in transitional or supportive housing for homeless persons who originally come from the streets or emergency shelters; or
- Otherwise homeless.

Owners shall perform/conduct outreach to homeless persons for the purpose of tenant selection in accordance with the HUD approved application for their project, *i.e.*, First Submission Documents, Targeting, Exhibit 6.1 Settings, 6.b., and 6.c., Outreach Plan.

VII. SUBSIDY STANDARDS

A. VOUCHER SIZE ISSUED

HUD guidelines require that the HACH establish standards for the determination of Voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding.

The Voucher size assigned to a participant in the Section 8 Program serves as the basis for determining maximum rent that can be paid to an owner for the unit selected by the family.

The Voucher size on the Housing Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

The subsidy standard will be determined appropriate for the family size for all applicants and program participants on the waiting list.

These general guidelines are used in determining Voucher size:

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

The standards are administered to result in this issuance pattern:

- Families will be issued Housing Choice Vouchers based upon the above schedule with consideration given to the age, gender and relationship of the occupants.

The HACH will issue the minimum subsidy standard available to adequately serve the family.

The family may request a larger size than that listed on the Voucher by:

- The applicant/participant shall be required to submit to the HACH in writing a request for a larger size Voucher and give the justification for the request within 10 days of the determination of bedroom size by the HACH listed on the Voucher. The HACH will consider the request according to the conditions outlined in this Plan and determine whether or not the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of the HACH.

Special circumstances which may dictate a larger size than the Subsidy Standards:

- Spouses who, because of a verified medical reason, cannot share a bedroom;
- An elderly or disabled person who requires a live-in attendant;
- Different generations.

Exceptions may be made and a larger Certificate/Voucher size may be issued under the following circumstances:

- Current policies of most apartment complexes within the HACH jurisdiction require two bedroom units for a two-member family other than husband and wife, or parent and infant child.
- For this reason, the HACH issues original Voucher holders a two-bedroom Voucher if their family consists solely of parent and one child, five and over. When the child reaches the age of five, the Voucher holder is not automatically entitled to a larger size Voucher, but would have to meet criteria under "c" below for a change in bedroom size.
- Medical reasons requiring a family member to have a separate bedroom.
- Special circumstances regarding relationship, age, sex, or disability if need is requested by family, submitted with proper verification and documentation.

B. UNIT SIZE SELECTED

The family may select a dwelling unit of a different size than that listed on the Voucher.

For the Voucher Program, families are not restricted by the bedroom size of the unit they select for housing other than the minimum Housing Quality Standards.

Housing Voucher Subsidy is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family; see CFR 982.402 (c)(2).

C. SINGLE PERSONS

The family unit size for single persons (without live-in aide) must be an efficiency or a 1 bedroom unit; see CFR 982.402 (b)(7).

VIII. INCOME CONSIDERATIONS AND DETERMINATION OF TOTAL TENANT PAYMENT

A. The minimum family contribution used to determine the tenant portion of the rent is the greatest of:

- 1) 30% of the family's monthly adjusted income;
- 2) 10% of the family's gross family income; or
- 3) \$50.00.

The **Total Tenant Payment** is calculated in accordance with 24 CFR Part 813.

The minimum rent requirement remains applicable unless modified by subsequent legislative action of Congress.

B. A Quality Control Check is made of at least 5% of all files. The Total Tenant Payment and rent calculations are computed manually and by computer.

C. Definition of Policies

1. Definition of Temporarily Absent

A family may be absent from the unit for any reason for up to thirty consecutive days. Periods of absence between 31 days and 90 consecutive days are termed “extended absence” and require the prior approval of HACH. Extended absence may be approved by an appropriate supervisor for reasons of health, rehabilitation, convalescence, incarceration or the personal needs of the family.

Any absence, including an anticipated absence, beyond 90 consecutive days, whether determined prior to or after the start of the absence, will result in termination of the HAP contract.

If the family returns to the unit within 90 days of its first day of absence and the unit is still available, the S8 HAP contract may be continued.

No participant will be readmitted to the S8 program beyond the 90-day period unless absence from the unit was due to a medical need of a family member authorized to live in the unit. The medical need must be verified by HACH. Medical need may include treatment in an inpatient drug or alcohol rehabilitation program.

With adequate proof of medical treatment or if applicable successful completion of a drug or alcohol rehabilitation program, a participant may be readmitted to the S8 program within one year of the date the HAP contract was terminated without applying through the waitlist.

In all other cases, a family must reapply to the program via the normal waiting list procedures.

If there is a one parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, the HACH will try to find out from Social Services or the Child Protective Services Agency how long it will be before the children will be returned. If unknown, the situation will be re-evaluated within no more than 60 days.

The parent will retain his/her eligibility as a remaining member of the tenant family. She/he will have to be issued an appropriately sized Voucher.

If the children are projected to be out of the home for more than three months from the initial removal date, the Voucher size will normally be reduced.

To determine whether and when the bedroom size should be changed, the case may be taken to the supervisor who will use an approximate time of three months as a guide. The implementation of change in Voucher size will normally be made due to temporary absences of family members of

a three-month duration. The change in Voucher size will be made according to our occupancy policy considering the family composition of the remaining family members. The change in Housing Voucher size may be postponed to a total of six months depending on the individual circumstances and verification provided; with the approval of the Manager of Operations, or the Director, or their designee.

If the single parent leaves the household, and if another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the definition of family, and the change in family composition is reported properly and timely, the family is not terminated. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease (typically 30 days.)

When the family composition changes from temporary custody back to permanent custody because the parent returns to the household, the voucher will revert back to the parent who has returned with permanent custody.

If the children are removed on a permanent basis, the parent will retain his/her eligibility as a remaining member of the tenant family. She/he will be issued an appropriately sized housing voucher.

The Section 8 assistance for the entire household will be terminated where the head of household or spouse is absent due to incarceration for drug related criminal activity or other criminal activity.

a. Spouse

If the spouse leaves the household, the family must report the change in family composition in writing to the HACH, stating the spouse is permanently absent.

If the husband or wife leaves the household and will be gone for three or more months and the family declares them permanently absent in writing, they will be determined permanently absent and should be removed from the lease.

If the husband or wife leaves the household and the period of time is estimated to be less than three months, the family member will be determined temporarily absent unless one of the situations below occurs.

If the husband or wife obtains a divorce or legal separation, the person who leaves the household will be considered permanently absent.

If the husband or wife institutes a divorce action or institutes a legal separation or if the husband or wife has removed the spouse's name from the lease agreement and declares the spouse to be permanently absent, then the spouse will be considered by the HACH to be permanently absent.

If the husband or wife with children gives notice to the HACH before vacating the unit of their plans to leave the Housing Voucher with the children or with a relative guardian, the HACH will discuss the situation and make a determination as to who will retain the Voucher.

If the spouse is incarcerated, a document from the Court or prison should be obtained in order to determine how long they would be incarcerated. Then a determination can be made to address the temporary or permanent absence of the person, as well as the disposition of the Housing Voucher, as defined above.

b. Adult Child

If an adult child goes into the military (full time military, not Reserves or National Guard) and leaves the household, they will be determined permanently absent.

A student (other than husband or wife) who attends school away from home but lives with the family during school recesses, may be considered permanently absent (income not counted, not on lease, not counted for Voucher size) or temporarily absent (income counted, on lease, counted for Voucher size) at the family's option.

Adult children will be determined permanently absent if the family declares that they have been absent from the assisted dwelling for three months or more and declares that they are permanently absent in writing.

Persons who report that an adult child has vacated the assisted dwelling in the above situation, must provide adequate proof of absence if they are to be considered permanently absent during the first three months.

If the adult child leaves the household and the period of time is less than three months, the family member will be determined temporarily absent unless one of the following verifications is provided.

Proof of absence which includes verification that the subject is residing at another location, *i.e.*, utility bills in the name of the subject, canceled checks verifying payment of rent, drivers license indicating address is at a location corresponding to the utility billing or lease, or lease agreement in their name at another location.

If the above verification cannot be provided, the HACH will consider statements from other agencies such as the Department of Human Resources, etc. If no other proof can be provided, the HACH may accept a notarized statement from the family.

The three-month period discussed above shall be defined as starting when the family reports the change in family composition to the HACH or when the HACH learns of the change in family composition, whichever occurs first.

If the adult child leaves the household, the family must report the change in family composition to the HACH, stating that the adult child will be permanently absent from the household.

If the adult child is incarcerated, a document from the court, or prison, shall be obtained to determine how long the subject will be incarcerated.

c. Joint Custody of Children

Children who are subject to a joint custody agreement but live in the unit at least 50% of the time will be considered members of the assisted household. ("50% of the time" is defined as 183 days of the year, which does not have to run consecutively).

d. Absent Children in Foster Care

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.

e. Sole Member of Household

If the head of household leaves the Section 8 program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household.

If there are no remaining adult persons in the household to assume head of household responsibilities, HACH may, at its discretion, allow another person related to the remaining tenant family by blood or marriage or action of a court, to assume head of household responsibilities even though that person was not previously listed on the lease.

In cases where foster children (or foster adults) are the remaining members of a tenant family, HACH may provide continued assistance to the remaining tenant family. Upon designation of a new foster parent by the Houston Department of Children's Services (or for foster adults, the new caregiver designated by the appropriate local entity) HACH may, at its discretion, may allow for the assumption rights and responsibilities of S8 assistance by the new foster parent (or caregiver) on behalf of the remaining tenant family. The foster parent (or caregiver) is designated as head of household. Only the original voucher may be used for continued assistance. HACH does not issue additional vouchers in the case of the appointment of multiple foster parents or caretakers. HACH has sole discretion in determining which remaining family members will be assisted in the case of a foster family break-up.

f. Visitors

Visitors may be permitted in a dwelling unit so long as the visitor policy of the lease is followed. Visitors may stay according to time period designated on lease. For the purposes of this program, the provisions in the lease prevail. If a person(s) is a visitor and does not

intend to become a "permanent" member of the family, the HACH does not have to consider this as a change in family composition.

Minors may visit for up to 90 days per year without being considered a member of the household, as long as the family is not operating in violation of the lease agreement.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the assisted household (not on the assisted lease) may visit for up to 120 days per year without being considered a member of the household provided that the owner/manager issues written permission to remain in the unit longer than the 30 days or (duration of stay for visitors as defined in the lease).

In addition, in a joint custody arrangement, if the minor is residing in the assisted dwelling less than 183 days per year, the minor will be considered to be an eligible visitor and not a member of the assisted family (not on the lease).

g. Reporting to Owner

The tenant is required to provide the HACH evidence of reporting any additional person(s), residing in the assisted dwelling unit who are not listed on the lease agreement, whether a family member or a visitor, must be reported to the owner/manager. In the case of the minor or other visitor staying longer than 14 days, as described above, written permission must be obtained in advance, from the owner, allowing them to continue in residency as a visitor.

h. Reporting to the HACH

The family will need to declare a member as permanently or temporarily absent. It is necessary that the declaration is made in writing to the HACH. The HACH will advise the family at that time what options are available to the family and how the options affect the Total Tenant Payment or the Voucher size.

The family should be counseled at briefings and reexamination on the effects of the permanently/temporarily absent policy on income.

i. Temporarily Absent Family Member's Income

The income of temporarily absent family members is counted.

If the spouse or the head of household is temporarily absent, his/her entire gross income is counted whether or not she/he is on the lease.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire) is counted as income.

2. Income of Person Permanently Confined To Nursing Home

If a family member is permanently confined to the hospital or nursing home, and there is a family member remaining in the household, the HACH will exclude the income of the person permanently confined to the nursing home and the household will receive no deductions for the confined family member. (For determination as to whether the person is confined to a nursing home on a temporary or permanent basis, see the definition of Temporarily/Permanently Absent in this Plan).

3. Averaging Income

The HACH shall use current family circumstances to anticipate income, unless documentation received indicates otherwise. The HACH must convert all income to annual income. There are two ways to calculate income:

- Annualizing current income (and subsequently conducting an interim re-examination if income changes); or
- Averaging known sources of income that vary, to compute an annual income (no interim adjustment if income remains what was calculated).

The HACH will utilize the average current income method for all families unless a supervisor approves a deviation on a case by case basis. For example:

- When income cannot be clearly verified the HACH shall analyze last year's income to determine the amount of income to be anticipated for the coming year.
- If the last three months of income are representative of the income which may be anticipated for the next year, such as overtime worked when the employer cannot anticipate how much overtime the family member will have over the next year, the last three months may be used to anticipate the income.
- If the last three months of income are not representative of the income that may be anticipated for the next year, such as overtime worked only at Christmas, the overtime worked for the entire previous year will be used to anticipate income.
- If the anticipated income from the employer shows a raise in pay, which is to occur four months from the effective date of the re-certification, income is to be calculated at the old rate for four months and at the new rate for eight months.
- If there are bonuses to be anticipated, but the employer does not know how much the bonus will be, the bonus received last year, if any, will be used for calculation purposes.
- If, by averaging, a reasonable estimate of annual income can be made, that estimate of annual income is to be used instead of changing the HAP every month (annualizing).

- At re-examination, if the income cannot be anticipated for the coming year, the HACH may use the income from last year and anticipate that the family will average the same income for the coming year. The HACH should take care to carefully review the income history of the family. Perhaps an estimate of increased income for the anticipated year can be determined from past history. If a sufficient income history is unavailable it is acceptable under these circumstances to average the current year's income for the next year.

4. Regular Contributions and Gifts

Regular contributions and gifts received from persons outside the household are counted as income.

This includes rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis.

This includes the value of in-kind contributions, *i.e.*, groceries, pampers, clothing, etc.

It does not include casual contributions or sporadic gifts, *i.e.*: birthday or Christmas presents.

5. Alimony and Child Support

Regular alimony and child support payments are counted as income.

If child support is not received on a regular basis, the HACH must count the amount of child support in the divorce decree or separation agreement unless the HACH verifies that the income is not provided.

In order to calculate income using an amount other than the amount in the award decree, the HACH must obtain a certification from the tenant as to how much is being received on an annual basis, plus they must have documentation in the file that the family has filed with the agency responsible for enforcing the payments.

When a printout is received (from the Probation and Support office for the prior 12 months), the HACH will use the amount actually received over the last 12 months to project anticipated income.

6. Lump Sum Receipts

Lump sum payments caused by delays in processing periodic payments *i.e.*: (unemployment, welfare assistance benefits) are counted as income.

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 as income.

Lump sum payments caused by delays in processing periodic payments from S.S.I. or Social Security are not counted as income. (See HUD Notice 93-11).

Treatment of accumulated periodic payments, because the income was deferred due to a dispute, is handled no differently than periodic payments, which are deferred because of delays in processing periodic payments.

The calculation will be done prospectively for families who report the lump sum amount on a timely basis.

If the lump sum amount (unemployment and welfare assistance benefits) is received and reported so that it results in an interim adjustment, it will be calculated as follows:

- The entire lump sum payment will be added to the rest of the annual income at the interim;
- The HACH will determine the percent of the year the interim represented (3 months would be 25% of the year, leaving a 75% balance);
- At the next annual re-certification, the HACH will take 75% of the lump sum and add to the rest of the annual income;
- The lump sum will be used in the same method for any interim examinations, which occur prior to the next annual re-certification.

If the family does not report the lump sum payment in a timely manner, the lump sum amount will be calculated retroactively in this way.

- The HACH will calculate the lump sum retroactively; going back to the date the lump sum payment was to be considered, as long as that date is not prior to program participation.
- If the lump sum payment started five months ago, for example, the entire lump-sum amount is added to the Annual Income in effect five months ago and the Total Tenant Payment and Tenant Rent are recalculated. The new Tenant Rent is taken times the number of months that had elapsed until the current calculation and the difference between what was paid and what should have been paid is determined.

At the HACH's sole option, the tenant may be offered the opportunity to enter into a Repayment Agreement or require that the entire amount of overpaid HAP be repaid to the HACH in full, at once. The HACH may offer the repayment agreement if the entire payment represents an onerous burden on the family.

7. Grants and Scholarships

Educational scholarships include various educational entitlement, grants, work-study programs, and financial aid packages. They also include amounts received by veterans for educational purposes.

The HACH will determine the purpose of the grant or scholarship from the financial aid office or other scholarship source.

The HACH will not request verification of how the student actually uses the funds that are provided. None of the "expense" categories need to be defined since HUD does not require verification of such expenses.

Where the source does not designate which part of the grant or scholarship is used for "attendance costs" and which part for living expenses, the HACH may adopt any reasonable method to determine the portion of the scholarship to count as income. The methods adopted will not result in attendance costs being counted as income.

Student loans will not be considered income even if part of the loan is being used for general living expenses.

If a family member (student) is attending school away from home, the family may remove the person's name from the lease and exclude person's income completely, whether from scholarship or any other source.

8. Self-Employment Income

The HACH shall utilize the prior years' federal income tax return paying particular attention to Schedule C to identify gross family income or NET INCOME on the Schedule C. Generally net income equals gross income less expenses.

Withdrawal of cash or assets from the business is counted as income except when the withdrawal is for reimbursement of amounts the family has invested in the business.

Business expansion and capital improvements are counted as a business expense and are not counted as income.

9. Assets Disposed of for Less than Fair Value

The HACH must count assets disposed of for less than fair market value during the two years preceding examination or reexamination. The HACH will count the difference between the market value and the actual payment received.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Generally, assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

HUD does not specify a minimum threshold for counting assets disposed of for less than Fair Market value, but allows HACHs to establish a threshold in the Administrative Plan that will enable them to ignore small amounts such as charitable contributions.

The HACH's minimum threshold for counting assets disposed of for less than Fair Market value is \$1000. If the total amount of assets disposed of within a one-year period is less than \$1000; they will not be considered an asset for the two-year period.

If the total amount of assets disposed of within a one-year period is more than \$1000, all assets disposed of for less than Fair Market value will be counted as assets for two years from the date the asset was disposed of.

10. Child Care

Childcare expenses for children age twelve and under may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

The head of household must provide documentation that the childcare provider files a Schedule C form with the IRS. If filing a Schedule C form with the IRS is not applicable (*i.e.*, as in the case for seniors on a fixed income), a notarized statement identifying the amount that is being charged for childcare along with the provider's social security number and or tax identification number.

If another agency is providing the family a credit or a form of reimbursement for childcare expense, HACH will subtract that amount from the total of the authorized childcare expense credit. For example, if the family is receiving a partial credit from the IRS for childcare expenses, HACH will subtract that amount from the family's total childcare expense in order to avoid a double credit. The family may only request childcare expense deductions for out of pocket costs.

Childcare expenses may not be deducted if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:

- The abuser in a documented child abuse situation, or
- A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowance of deductions for childcare expense is based on the following guidelines:

- a) **Childcare to work**: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the

adult member of the household who earns the least amount of income from working. Proof of expense is required.

- b) **Childcare for school:** The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including two hours travel time to and from school).
- c) **Amount of expense:** Additionally, HACH may survey the local care providers in the community or collect data as a guideline. If the hourly rate materially exceeds the guideline, HACH may calculate the allowance using the guideline.

In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

11. Medical Expenses

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Non prescription medicines must be doctor recommended with a specific dosage in order to be considered as a medical expense.

12. Social Security Overpayment Withholding

If Social Security benefits are reduced to make up for prior overpayments, the recipient's income should be based upon the actual amount of income Social Security will provide.

This policy applies to similar benefits from other agencies as well as Social Security.

13. Social Service Reduced Payment Amounts

If a welfare recipient receives a reduced welfare payment because of willful non-compliance with welfare requirements, the HACH shall calculate HAP and Tenant Rent on the basis of the welfare income prior to the penalty or reduced benefit.

IX. VERIFICATION PROCEDURES

A. GENERAL POLICY

The HACH verifies family income, family composition, status of full time students, value of assets, factors allowing a preference, and other factors relating to eligibility determinations before an applicant is issued a Voucher.

Inasmuch as possible, third party (independent) verifications sent by mail are used.

The HACH will request applicants and tenants to bring in documentation with them which will be used if the third party verification is not received back from the source within three days.

The HACH may photocopy government checks.

The HACH will not allow tenants to "hand carry" or bring back verifications from the source to be considered third party verifications. Third party verifications will be mailed directly to the third party source.

When the HACH uses oral third party verification, the staff person will contact the source of the income or allowance and document the telephone conversation by recording in the file or on the file document the name of the person that verified the information, their title, the date of the conversation and the contact phone number.

The HACH will have each applicant/tenant sign the "blanket" authorization to release information form prescribed by HUD.

B. METHODS OF VERIFICATION

General Instructions

- Must be no older than 60 days for an initial applicant and 120 days for a program participant
- Third Party Query required on all clients handled documents
- Copies from original only
- No strikeout, white outs or alterations

Employment

1. HACH Verification of Employment form
2. Letter from employer (letterhead)
3. Copy of six (6) consecutive check stubs
4. Use of "year-to-date" as it appears on the employment check stub

Asset Income

1. Copy of bank statement
2. Copy of year end/quarterly statement
3. Copy of stock/bond certificate

AFDC/General Welfare

1. Copy of award letter
2. Letter from Department of Human Resources

Insurance

1. Copy of policy
2. Copy of coupon book
3. Copy of six (6) consecutive check stubs

Child Care

1. HACH Verification form
2. Letter from care person

Social Security / S.S.I.

1. Third Party Query card
2. Copy of award letter

School Enrollment

1. HACH Verification form
2. Copy of school enrollment
3. Letter from school

Military/Veteran Benefits

1. Copy of award letter
2. Copy of military allotment

No Income / Other Circumstances

1. Personal Declaration
2. Expense budget worksheet
3. Paid utility bills for the previous 90 days
4. Statement from agency assistance programs

Child Support

1. Computer printout from Attorney General
2. Statement from payee
3. Court documentation

Social Security

1. Copy of Social Security card
2. Award letter from Social Security Administration

Identification

1. Copy of Texas Driver's License/I.D.
2. Copy of picture identification
3. Copy of Alien Registration

Contributions

1. Statement from payee
2. Personal Declaration
3. Contribution statement

Family / Custody or Guardianship

1. Birth Certificates
2. Custody decree from court
3. Power of Attorney

Unemployment / Workman's Comp

1. Copy of award (from Austin)
2. Printout from Texas Employment Workforce Commission
3. Worker's Compensation check stubs

Self Employment

1. Federal Tax Return, IRS form 1040 (including Schedule C)
2. Financial statements prepared by CPA firm
3. Receipts
4. Personal Declaration
5. IRS form 4506

Prescriptions

1. HACH Verification form
2. Pharmacy printout
3. Receipts

Medical Expenses

1. Doctor/hospital billing statement
2. Receipts
3. Doctor's prescription/recommendation

C. COMPUTER VERIFICATION

Where allowed by HUD and/or other Federal, state or local agencies, computer matching will be done.

Where computer card or computer printouts are a feasible method of verification, those sources will be utilized.

D. MINIMUM INCOME

There is no minimum income requirement, but the staff should use good interviewing skills to determine if any income actually exists in the household that is not being reported.

Families may not be required to apply for welfare, but it may be suggested to them to apply to the Department of Human Resources for assistance. If the family reports zero income, the HACH will have the family sign a verification form so that we may determine from the Department of Human Resources, that no income is being provided to our client.

E. ADULT HOUSEHOLD MEMBERS WITH ZERO (\$0) INCOME

Adult members of the household without income must provide evidence to the HACH of seeking gainful employment, every **30** days, unless they are full time students (12 credit hours or more), disabled or medically unable to work with appropriate verification.

Families with zero income will be required to report to the HACH every 30 days for Re-certification. Failure to comply will be considered a violation of their family obligation and grounds for termination of Housing Assistance.

F. COST OF TRANSPORTATION FOR MEDICAL TREATMENT

The HACH will use (mileage at the Board authorized mileage rate approved for use by the HACH), cab receipts with to/from addresses listed, for verification of the cost of transportation directly related to medical treatment. Evidence of medical appointments must also be submitted.

G. NET INCOME FROM A BUSINESS

The following documents show income for the prior years. Where there is no documentation for projected income from a business, the HACH will consult with the tenant and use the following data to estimate income for the next 12 months (in priority order):

1. IRS Tax Return, Form 1040, including any:
 - Schedule C (Small Business),
 - Schedule E (Rental Property Income),
 - Schedule F (Farm Income).
2. An accountant's calculation of depreciation expense, computed using straight-line depreciation rules. (Required when accelerated depreciation was used on the tax return or financial statement).
3. Audited or un-audited financial statement(s) of the business.
4. Loan Application listing income derived from the business during the previous 12 months.

5. Applicant's notarized statement or affidavit as to net income realized from the business during previous years.

X. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. BRIEFINGS

1. Purpose of the Briefing

The purpose of the briefing is to go over the Voucher holders' packet in order to fully inform the participant about the program so that she/he will be able to discuss it with potential participating landlords. Participants will be informed of the differences between the Voucher Programs.

2. Briefing Attendance Requirement

All families are required to attend the briefing when they are initially issued a Voucher. No Voucher will be awarded unless the household representative has attended a briefing.

Failure of an applicant to participate in the scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review.

Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next available briefing.

3. Format of the Briefing

Briefing of Voucher Holders is normally handled on an individual basis but may be handled on a group basis by a Section 8 staff member. At the briefing, applicant families are requested to sign their Voucher. Whenever group briefings are conducted, applicants are also given the opportunity to also meet with staff on an individual basis.

The applicant is provided with the following:

a. A Voucher Holder's Packet contains:

1. Those items required by Section 882.209(b) of the regulations;
2. A general information brochure explaining the basics of the rental program for landlord use;

3. A current list of interested landlords with address of their available property telephone number and contact person;
4. Description of Payment Standard and Housing Assistance Payments;
5. Procedures for notifying HUD or the HACH of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit;
6. Information on the Fair Housing Laws and a housing discrimination complaint form.
7. Any supplemental material the HACH may deem necessary.
8. Information on factors the family should consider when selecting a unit.
9. Explanation of Portability.
10. Voucher extension policy.
11. Make available upon request, a current listing of accessible units known to the HACH that may be available for rental to disabled program participants.
12. Policy on giving owners information about family.
13. Family obligations.
14. Reasons for program terminations.
15. Lead-based paint brochure.
16. HUD brochure on how to select a unit, (“A Good Place To Live”) (HUD-H-593).
17. Explain the advantages of moving to an area that does not have a concentration of poor families, such as improved employment, educational opportunities and decreased dropout rates.

(Additional briefing materials and information are provided for recipients of other programs such as Family Self-Sufficiency, Operation Bootstrap, Robert Wood Johnson Homeless Families Program, Family Unification Program, and the Veterans Assistance and Supportive Housing Program.)

b. General Policies

In addition to the briefing requirements, which are determined by HUD regulations, the following items shall be discussed thoroughly in the briefing session.

The amount of the maximum deposit, which can be collected by the owner, shall be thoroughly discussed. Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between owner and tenant. *However, if the owner does not collect the full deposit, the amount of security deposit collected or which could have been collected is subtracted from the total special claim amount (applicable in the pre-1995 Certificate contract only).*

Fair Market Rents are not applicable in the Housing Voucher Program. The HACH shall also explain the tenant's responsibilities regarding increased rent payments when a family elects to rent a property where the rent is more than the combined total of the voucher subsidy allowed and their tenant payment in the Housing Choice Voucher Program.

c. Update Listing under the Section 8 Existing Program

Generally, under the Section 8 Existing Program, the relationship between tenant and landlord is the same as in the private housing market.

However, once a household receives a Section 8 Voucher, she/he has the following additional obligations:

- Find a rental unit that is the correct size based upon the Voucher issued to the family;
- Complete and submit proper forms to the HACH within the Voucher period so that the selected unit may be processed for admission;
- Supplying such certification, release, information or documentation as the HACH or HUD may require, including submission of required evidence of citizenship or eligible alien status, and submissions required for an annual or interim re-examination of family income and composition;
- Use of the dwelling unit solely for residence by the family, and as the family's principle place of residence;
- Allowing the HACH to inspect the dwelling unit at reasonable times and with reasonable notice;
- Giving 30 days notice in writing to the property owner and the HACH before vacating the dwelling unit;
- Make sure that the utilities are not disconnected if it is the tenants responsibility to make the payment to the utility company;
- Program participants must not own or have any interest in the dwelling unit; or commit any fraud in connection with the Section 8 Program, or engage in any drug related criminal activity or other criminal activity by any family member;
- Keep appointments set by the HACH for determination of continued eligibility;
- Notify the HACH of changes in writing within ten days of changes in household composition and changes in family income;
- Notify the HACH prior to moving from their unit.

d. Listing of Available Rental Units

Voucher holders are notified at their briefing session that the HACH updates the listing of available housing and are invited to pick up the update from the Housing Counselor assigned to their case. Additional assistance is provided, as needed, upon request.

e. Voucher Signatures

Both the head and spouse (if applicable) will be listed on the Voucher. Either the head or spouse may sign the Voucher.

B. SECURITY DEPOSIT REQUIREMENTS

Housing Choice Voucher Program

The owner, at his/her discretion, may collect a Security Deposit in an amount not to exceed private market practice, consistent with amounts charged by the owner to unassisted tenants in their property.

The amount of the Security Deposit if the tenant is lease-in-place may remain at whatever deposit was collected by the owner. In order to increase the Security Deposit, the owner must execute a new HAP contract and a new Lease agreement.

C. VOUCHER ISSUANCE

At the close of the briefing session, each household will be issued a Housing Voucher, which is a contract between the HACH and the household specifying the rights and responsibilities of each party.

The HACH shall continue to maintain monthly reports to determine when and the number of applications that should be taken, the number of Vouchers to be issued based on turnover statistics, and the number of Vouchers that the HACH should "over-issue."

1. Expirations

The Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the HACH to make additional inquires about housing assistance. The HACH can provide the family with information with regard to the location of suitable housing.

The family must submit a Request for Lease Approval and Lease within the 60-day period unless the HACH grants an extension.

2. Extensions

A family may request an extension of the Voucher time period. All requests for extensions must be received in writing prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of the HACH primarily for three reasons:

- a. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 60-day period. Verification is required.

- b. The family has evidenced that they have made a consistent effort to locate a unit and request support services from the Housing Counselor, throughout the initial 60 day period with regard to their inability to locate a unit.
- c. The family has turned in a Request for Lease Approval prior to the expiration of the 60-day period, but the unit has not passed Housing Quality Standards.

The HACH staff may extend the Voucher in one or two 30-day increments, not to exceed an additional 60 days.

Extensions beyond a term of 120 days may be approved by the Director on a case by case basis.

3. Reasonable Accommodations

The HACH may issue a certificate or Housing Choice Voucher to a disabled person or family with a disabled person for an initial term of 90 or 120 days, as a reasonable accommodation. The Housing Voucher may not exceed a term of 120 days.

D. PORTABILITY

1. Outgoing Vouchers

The HACH shall allow participating families to move to another locality and continue their rental assistance under the Housing Voucher Program as long as:

- They currently live in the HACH's jurisdiction and hold a valid Housing Voucher;
- There is a "Receiving" HACH in the new locality willing to provide the required program services for the HUD allowed fee.

HACH Section 8 waiting list applicants, who are residents of the City of Houston, may elect to exercise their option to use the portability features of their housing voucher, upon issuance of the housing voucher by HACH. Transient residence (e.g. short term motel stays) does not meet the domicile test. (CFR 983.353 (c)).

HACH Section 8 waiting list applicants, who reside in areas outside of our jurisdiction, must utilize their housing voucher within our jurisdiction for at least 12 months before being able to relocate to another jurisdiction under portability. If both initial and receiving HACH's agree, the family may lease a unit outside the initial HACH's jurisdiction during this first year period under portability.

Our Family Self-Sufficiency (F.S.S.) program participants must reside in our jurisdiction for at least 12 months.

Family Self-Sufficiency participants must fulfill their obligations under the F.S.S. contract, which normally requires participation in job training and other local supportive services.

Family Self Sufficiency participants may relocate using portability however, they must have the approval of the F.S.S. Coordinator, which will document that the family will be able to fulfill its contractual obligations in the jurisdiction to which the family is moving.

All Section 8 clients receiving a housing voucher must sign the "Notice of Portability."

Reference: HUD Notice PIH 92-55 dated October 29, 1992.

In the Section 8 Certificate and Housing Choice Voucher Programs, it shall be the policy of the HACH to allow tenants to move from one assisted unit to another under the program within or outside the HACH's jurisdiction as long as:

- a. The tenant does not violate the Family Obligations listed on the Certificate or Voucher; or
- b. The tenant does not owe this HACH or another HACH money paid under the Public Housing Program; or the Section 8 Program for a claim for unpaid rent, damages, or vacancy loss under the Certificate, Voucher, Moderate Rehabilitation Section 8 or Moderate Rehabilitation Section 8 for Single Room Occupancy Programs.
- c. The tenant does not owe this HACH or another HACH money paid by Special Claim.
- d. The tenant does not owe this HACH or another HACH money arranged for reimbursement through a repayment agreement.

The HACH will issue another Housing Voucher to the tenant as long as they follow these procedures.

- a. The tenant must provide written evidence from the authorized Low Rent Public Housing Program representative or other HACH, that the balance due them is received and paid in full.
 - If the tenant owes an unpaid balance to the HACH, or another HACH, the total amount must be paid in full.
 - If the tenant owes an unpaid balance to the HACH on a repayment agreement; the balance must be paid in full. Certified check or money order (only) should be made payable to the HACH.
- b. The written documentation should indicate the amount received, the date received, received from (Tenant's name) and certifies that the balance due the Program or HACH is paid in full.

- c. The documentation must be presented to the Housing Counselor processing the application/certificate or voucher.

2. Incoming Vouchers

The HACH will accept families with a valid Housing Voucher from another HACH's jurisdiction.

The families will be serviced as follows:

- a. If this HACH has an available Voucher, the family will be offered that form of assistance and the family will be transferred (absorbed) into this HACH's program.
- b. If this HACH does not have an available Voucher, the HACH will administer the Voucher of the Initial HACH, and bill the initial HACH.

3. Portability Families Transferring to Another Jurisdiction

For admission to the Voucher Program, a family must be income eligible in the area where the family initially leases a unit with assistance in the Voucher Program.

4. Portability - General

The Housing Act of 1998 grants the statutory right of nationwide participant portability to the jurisdiction of any housing agency (HA) that administers the Section 8 Voucher Program.

For portability moves within the same state as the initial HA, in the same Metropolitan Statistical Area (MSA) (in a different state), or in an MSA next to the initial HA MSA (in a different state) where there is no HA, the initial HA must fulfill the responsibilities for administration directly or sub-contract with another entity.

For the purpose of permitting HACH administration of program assistance for the family in the area outside of the HACH jurisdiction as defined by State and local law, the federal law and this regulation (982.354) preempt limits on the HACH jurisdiction under State and local law.

When a family moves under portability to an area outside the initial HACH jurisdiction, another HA (the "receiving HA") must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located.

The HA with jurisdiction in the area where the family wants to lease a unit must issue the family a Voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

The initial HA may opt to require applicants who were non-residents at the time of the application to live in the HA's jurisdiction for one year. The HA includes such a requirement in its Administrative Plan. However, the receiving HA is not a party to this decision.

The initial HA must give the receiving HA the most recent HUD Form 50058 (Family Report) for the family and related verification information. The receiving HA may not conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit.

The receiving HA is responsible to use the information processed by the initial HA for determination of client eligibility.

Whenever the portability family has leased a unit, we shall promptly notify the initial HA.

The term of the receiving HA Voucher may not expire before the expiration date of any initial HA Voucher. The receiving HA must determine whether to extend the Voucher term.

The family unit size is determined in accordance with the subsidy standards of the receiving HA.

HACH is prohibited from issuing a portability Voucher to a family who moved out of their unit in violation of the Lease.

The initial HA must promptly reimburse the receiving HA for the full amount of the housing assistance payments made by the receiving HA for the portable family. The amount of the housing assistance payment for a portable family in the receiving HA program is determined in the same manner as for other families in the receiving HA program.

The initial HA must promptly reimburse the receiving HA for 80 percent of the initial HACH on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA.

HUD may reduce the administrative fee to an initial HA, if the HA does not promptly reimburse the receiving HA for housing assistance payments or fees on behalf of portable families.

The initial HA and the receiving HA must comply with financial procedures required by HUD, including the use of HUD-required billing forms. The initial and receiving HA must comply with billing and payment deadlines under the financial procedures. HUD may assess penalties against an initial or receiving HACH for violation, as determined by HUD, of HUD portability requirements.

HUD may transfer funds for assistance to portable families to the receiving HACH from funds available under the initial HA's ACC.

HUD may require the receiving HA to absorb portable families.

All HA's must use the HUD portability billing form when billing another HA. The form must be sent once to the initial HA, and not used again unless there are changes to the client account.

Their Certificate participation may remain in effect until the second regular re-examination after October 1, 1999, unless a Housing Voucher is requested.

The Certificate tenant may request a Housing Voucher at any time prior to their second regular re-exam.

E. TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

The HACH may only enter into HAP Contracts under the Housing Choice Voucher Program on and after the merger date, October 1, 1999.

On the merger date, participants in the pre-merger voucher program, and the pre-merger over-FMR Certificate program, both automatically become participants in the Housing choice Voucher program.

Conversion to the Housing Choice Voucher Program is not dependent upon execution of a Housing Choice Voucher Program HAP contract. Execution of the new contract may be deferred until the next time a HAP contract would otherwise be executed.

According to this interim rule, the method of calculating the housing choice voucher subsidy may vary from the pre-merger voucher computations. For example, some pre-merger voucher subsidies may be computed inclusive of a calculation for a shopping incentive credit. This interim rule indicates that pre-merger voucher computations would continue in effect until the family's second regular re-exam after the merger date.

The HACH must terminate program assistance under any outstanding pre-merger Certificate Program HAP Contract at the effective date of the second regular annual re-exam.

The HACH must give the family and the owner at least 120-days written notice of such termination and provide the family with an opportunity for continued tenant-based assistance under the Housing Choice Voucher Program.

Until such HAP contract conversion there shall be no change in pre-merger certificate program calculation of HAP, including annual adjustments and special adjustments to the contract rent.

XI. LOCATING SUITABLE HOUSING

A. RESPONSIBILITY FOR LOCATING HOUSING

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The rental housing unit must fall within the rent reasonableness limitations set by the Voucher Program, must meet Housing Quality Standards requirements, including minimum bedroom size requirements for units.

The HACH will maintain updated referral lists of owners who have called the HACH to list their available units. The list will be made available to Voucher holders upon request.

The HACH will also maintain a list of those families who will require additional assistance in locating housing (such as families with three or more minors) and will provide suitable assistance to these families upon request.

B. ELIGIBLE TYPES OF HOUSING

The following types of rental housing units may be utilized in the Voucher program (unless designated otherwise):

- All structure types can be utilized, including but not limited to single family detached homes, duplex, triplex, fourplex, garden apartments, townhouses, high-rises, and other multi-family rental housing structures;
- Manufactured homes where the tenant leases the mobile home and the pad;
- Manufactured homes where the tenant owns the mobile home and leases the pad;
- Condominiums;
- Independent Group Residences;
- Congregate Housing;
- Single Room Occupancy (only with HACH Board and HUD approval).

Families may NOT lease a property owned by relatives, *i.e.*, sister, brother, mother, father, spouse, son, daughter.

C. REQUEST FOR LEASE APPROVAL AND LEASE

The Request for Lease Approval and a copy of the owner's proposed Lease must be submitted prior to the expiration of the Housing Voucher.

The owner or his/her agent must submit proof of ownership of the property to be rented by the Section 8 client. The HACH will accept a photocopy of the recorded deed complete with seal of the County Clerk as verification of ownership.

In the event that the owner utilizes a property manager, to manage the property, the owner shall also submit to the HACH an executed copy of the management agreement.

Both owner and Voucher holder must sign the Request for Lease Approval. The proposed lease is not to be executed by either party.

The Lease form must be in the standard form used in the locality by the owner. The Lease must contain terms consistent with state and local law, and that apply generally to unassisted tenants in the same property. The HUD Addendum to the Lease must be used in conjunction with the owner lease and HAP contract.

The owner may use the HACH Assisted Lease Agreement, since it has been approved for legal sufficiency and is in compliance with all required HUD provisions.

If the owner uses the Texas Apartment Association Lease or his/her own lease, the HACH will review the documents to determine whether or not they are consistent with state law. If the owner's lease is approved, the owner and tenant must also execute the HUD Addendum to the Lease. The owner may be required to make changes to his/her lease agreement in order to get it approved. The HACH will also schedule a Housing Quality Standards inspection.

The unit **must** meet the Housing Quality Standards, as defined in Section XII. If the HACH determines that the unit does not meet the Housing Quality Standards, the family and owner will be notified.

D. RENT REASONABLENESS DETERMINATIONS [24CFR982.503]

The HACH will not approve a lease until the HACH determines that the initial rent to the owner is a reasonable rent. The HACH must re-determine the reasonable rent before any increase in the rent to owner, and if there is a 5% 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.

The HACH also will re-determine rent reasonableness when owners requests special contract rent adjustments for the Certificate program, and when an owner requests an increase in the rent to owner for a Voucher or OFTO unit.

The HACH must re-determine rent reasonableness if directed by HUD and based on a need identified by the HACH's auditing system. The HACH may also elect to re-determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the HACH.

For the Certificate and Voucher Programs, the HACH will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted rental units in the market.

The owner will be advised that by accepting each monthly housing assistance payment, he/she will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the HACH information on rents charged by the owner for other units in the premises or elsewhere. The HACH will not request information on the owner's units elsewhere if the HACH has reason to believe that the owner has charged higher rents to program participants, or if needed, for rent reasonableness comparables.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources such as REVAC and the Board of Realtor Multiple Listing Service.

The market areas for rent reasonableness are key map coordinates and zip code areas within the HACH's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

E. TENANT CAPACITY TO SIGN A LEASE

In order to receive assistance, at least one family member must have the legal capacity to enter into a lease agreement under State or local law.

Program participants must be of the age of majority (age 18 or older), or an emancipated minor pursuant to the Laws of the State of Texas regarding the effect of the removal of disabilities. The disability of minority terminates with a minor's marriage, or entry of a decree, removing the disabilities of minority.

XII. Provision of Services and Assistance to Families that Allege They Have Encountered Discrimination During Their Housing Search

Assistance to be given to Housing Voucher holders or applicants referred to owners of vacant Section 8 Moderate Rehabilitation Program units in the exercise of their rights under Federal, State and/or local law and the name of persons responsible for giving assistance / training of these persons:

1. Families are given form HUD-903 or form HUD-903A.
2. Families are made aware of the City of Houston's Fair Housing Office, the Texas Human Rights Commission and the HUD Office of Fair Housing & Equal Opportunity.

3. Families are made aware of the low cost legal service provided through the Gulf Coast Legal Foundation and the Harris County Dispute Resolution Center.

XIII. HOUSING QUALITY STANDARDS AND INSPECTIONS

A. GENERAL PURPOSE

The HACH is required by HUD regulations to inspect the unit to ensure that it is "decent, safe, and sanitary" according to HUD's **Housing Quality Standards**, hereafter referred to as "HQS."

The HACH has adopted additional local requirements of acceptability (see "*Section C, Acceptability Criteria and Exceptions to HQS.*")

No unit shall be initially placed under contract in the Section 8 Existing Housing Program unless the standards are met. Units must also continue to meet the Housing Quality Standards, as long as the family continues to receive housing assistance in the assisted dwelling.

HQS allows two persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area:

0-BR	1
1-BR	4
2-BR	6
3-BR	8
4-BR	10
5-BR	12
6-BR	14

There are **five** types of inspections the HACH will perform:

1. **Initial / Move-in**
2. **Annual**
3. **Complaint / Special**
4. **Move-Out / Vacate**
5. **Quality Control Audit**

The Housing Quality Standards take precedence over local housing codes and other pertinent codes.

B. ACCEPTABILITY CRITERIA CHANGES EFFECTIVE OCTOBER 2, 1999

1. A microwave oven may be substituted for tenant-supplied oven and stove or range.
2. A microwave oven may be substituted for owner-supplied oven and stove or range only if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants.
3. Windows that are nailed shut are acceptable only if they are not necessary for ventilation or an alternate means of exit in the event of a fire.
4. Lead-based paint is defined as a paint surface with lead content greater than or equal to 1 mg/cm², 0.5% weight, or 5000 parts per million.
 - a. Lead-based paint requirements are not applicable to SRO, Zero (0) Bedroom, elderly units, units built after 1978, or units not occupied by children under the age 6, and units certified to be free of lead-based paint.
 - b. An elevated blood level of 20 ug/dl or greater in 1 test, or 15-19 ug/dl in 2 consecutive tests 3 to 4 months apart.
 - c. The HACH must inspect all painted surfaces within the unit, entrance and hallway providing access to the unit and exterior building surfaces up to 5 feet from the floor or ground that are readily accessible to children for defective paint.
 - d. Treatment of defective paint in applicable units and on applicable surfaces. Defective paint on inspected surfaces must be treated if:
 1. More than 10 sq. ft. on an exterior wall;
 2. More than 2 sq. ft. of large surface areas such as ceilings, floors, doors, interior (but not exterior) walls, decks, & stairs;
 3. More than 10% of small surface areas such as windowsills, baseboards, trim, stairs & railings.

Exterior repainting & covering or removal of exterior paint may be delayed for adverse weather. (982.401(j)(3) & (6)(I)).

C. ACCEPTABILITY CRITERIA EXCEPTIONS TO HQS

The HACH adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the following exceptions:

1. Non-vented heaters may be permitted in units participating in the program by prior approval from the Area Director of the U.S. Department of Housing and Urban Development Houston Field Office, dated February 5, 1987, providing the appropriate waiver. Where central heat is not provided, sufficient and adequate heat must provide the minimum temperature of 70 degrees.

Approximately 1/3 of the units within our Rental Assistance program is 50 years old. These units are equipped with non-vented space heaters. We would use the variance in the Housing Quality Standard Manual, Appendix E, and incorporate this into the HACH HQS, as our criteria for acceptability.

2. The HACH has initiated the following policy to ensure that units meet the Interior Air Quality requirements that "the unit must have adequate air circulation." Units that have not been provided an air conditioning unit or evaporative cooler by the landlord will be required to have screens on exterior doors and windows at the time of their initial inspection.
3. All units must have at least one operable smoke detector on each level or floor of the rental unit. City code requires that rental properties must have a smoke alarm. This item is incorporated as a requirement of the HACH HQS, and must comply with NEPA 74 or its successor standard.
4. Landlords will be required to properly treat and repaint all surfaces cited for peeling paint with two coats of non-lead paint, or otherwise suitably cover the applicable surface
5. All units are required to have sufficient weather-stripping and insulation to ensure the unit is free from drafts.
6. City code requires apartment complexes to have a fence around the pool or the apartment complex. The fence must be a least four feet high with a self-closing and self-latching gate. The latch must be in the upper 1/3 of the gate. The gate must not have a gap, which is more than four inches in diameter in either direction. Apartment complexes built prior to March 1977 are exempt. HQS does not address pools, however, since many of our tenants are housed in apartment complexes with pools, this requirement is being established as part of the HACH HQS.
7. All exterior doors shall be solid core construction for adequate security.
8. Keyless bolting devices, *i.e.*, keyless deadbolt door locks shall be installed on all exterior doors, pursuant to City Code.
9. In addition to the HQS requirements for breaker or fuse boxes, city code allows for locks on breaker boxes where 24-hour on-site maintenance exists. The situation exists on the apartment complex level. Individual units would not be included. This requirement is not applicable for single family detached homes. All breaker boxes must be free of electrical hazards and exposed electrical wiring. The HQS inspection will require compliance for the presence of locks on breaker boxes in multi-family developments with on-site maintenance when such breaker boxes are located in a common area or on the exterior

10. In lieu of tenant preference on acceptability of the appropriate size of rooms, the following measurements will prevail:

Living Room	120 Sq. Ft.
Living - Sleeping	150 Sq. Ft.
Living - Cooking	150 Sq. Ft.
Primary Sleeping	90 Sq. Ft.
Secondary Sleeping	70 Sq. Ft.

An established minimum standard would discourage owners from dividing existing rooms, designating utility rooms and closets as sleeping rooms and living rooms.

11. Exterior Surface

- a. Exterior surfaces of a building reasonably subject to decay should have protective covering, coating or other preservative.
- b. Repair holes, cracks, breaks, and loose surface materials that are health or safety hazards in or on floors, walls, ceilings, porches, steps and balconies.
- c. Maintain all fences and accessory structures, including detached garages, and sheds in a structurally sound condition and in good repair.
- d. Provide and maintain for each unit, heating equipment in good condition capable of maintaining a minimum inside temperature of 70°F or 20°F outside at 3 feet above floor in each room intended for human habitation.
- e. Provide and maintain in good operating condition refrigerated air equipment capable of maintaining a maximum inside temperature that is 20°F lower than the outside temperature or 85°F, whichever is warmer in each room.

D. CLEARING DEFICIENCIES

The HACH will schedule a timely inspection of the unit, *i.e.*, within a reasonable period of time, upon receipt of a Request for Lease Approval and Lease. The family and the owner will be notified, in writing, of the results.

If the unit fails the Housing Quality Standards inspection, the family and owner will be advised to notify the HACH once repairs are completed.

On an initial inspection, the owner will generally be given a reasonable period of time to correct the items noted as "Fail". The owner will generally only be allowed up to two re-inspections for repair work to be completed. If the 30 days has elapsed (or it has failed on two re-inspections) and the Voucher has expired, the family would need to reapply to be eligible for the Section 8 program.

If the family has time remaining on the Housing Voucher, at the request of the family, the Housing Counselor may issue the family another leasing packet.

E. HQS - TENANT CAUSED VIOLATIONS

The Section 8 assisted family is responsible for HQS violations caused by:

1. The family's failure to pay for tenant supplied utilities;
2. The family's failure to provide and maintain tenant supplied appliances;
3. Damage caused by the family or guest to the assisted unit or premises.

The HACH may terminate assistance to the assisted family for these HQS violations, following standard termination procedures. Until housing assistance is terminated, the HACH must not stop the HAP payment to the owner or terminate the HAP contract because of family-caused HQS violations.

F. RENT REASONABLENESS TEST

The HACH maintains an inspection standard to ensure the quality of assisted housing and that the requested rent meets the rent reasonableness test for Certificates (and on a tenant advisory basis for Vouchers). Comparable unit conditions are evaluated, such as:

1. Type and condition of dwelling;
2. Unit has been properly cleaned and repaired for tenant's immediate move-in;
3. Insulation and weather-stripping (beyond minimum);
4. Type of heat source;
5. Light covers;
6. Type and condition of floor covering;
7. Amenities such as dishwasher, garbage disposal, microwave oven, draperies, drapery rods, intercom;
8. Neighborhood amenities with relationship to requested rent;
9. Square footage of unit;
10. Facilities such as parking, playgrounds, storage, garages, carports, swimming pools, recreation centers;
11. Number of bedrooms;

12. Number of bathrooms.

G. HOUSING QUALITY CONTROL MONITORING

The Section 8 Department shall routinely conduct Housing Quality Standards Quality Control Inspections by randomly selecting a 5% sample of units scheduled for Annual Inspection. The sample will be identified from the monthly report of clients due for annual Recertification/Inspection. The Manager of Housing Inspections or his designee generally conducts housing Quality Standards Quality Control Inspections.

Housing Quality Standards Quality Control Inspection Reports are compared with Annual Inspection Reports recently completed by the Inspection staff. Discrepancies between the two Inspection reports are evaluated. Discrepancies categorized as “Inspector Error” are cataloged and reviewed with the Housing Inspector. The review is to be instructional and informational, not punitive. Evidence of continued significant and irresponsible Inspector error could result in the termination of employment. Summary Reports are prepared by the Manager of Housing Inspections.

XIV. LEASE APPROVAL AND HAP/VOUCHER CONTRACT EXECUTION

A. DOCUMENTS SUBMITTED

The HACH shall encourage the owner to use a lease agreement consistent with state and local law and consistent in form used by the owner in other tenancies.

The family shall be required to submit a copy of the Lease to be used in the proposed tenancy and Request for Lease Approval prior to the expiration of the Voucher.

Initial Lease Term. The HACH may approve an initial lease term of less than one year if such a lease term is the prevailing local practice and if the HACH determines that the shorter term will improve housing opportunities for the family.

B. FAIR MARKET RENT LIMITATIONS

The Housing Choice Voucher client is not limited in their selection of a rental unit by the HUD published Fair Market Rents. The unit selected must be rent reasonable when compared to other similar unassisted rental units in the area.

C. RENT REASONABLENESS DETERMINATION FOR HOUSING VOUCHERS

The HACH will make a determination as to the reasonableness of the rent the owner is proposing in relation to comparable units in the private unassisted market.

The market area for rent reasonableness comparability is the City of Houston, Texas and that area five miles beyond the City of Houston.

Rent reasonableness determinations are made when a tenant for rental under HAP contract selects rental units for the first time, and/or when owner's request annual, or special contract rent adjustments.

The HACH will certify and document, on a case-by-case basis that the approved rent:

Does not exceed rents charged by the owner for comparable unassisted units in the private market; and

Is reasonable in relation to rents charged by other owners for comparable units in the private market.

These items will be used for rent reasonableness documentation:

- Square Feet
- Number of Bedrooms
- Number of Bathrooms
- Location
- Unit Type
- Quality
- Amenities
- Facilities
- Date Built
- Management and Maintenance Services

The HACH will maintain records, which include comparable data on unassisted units in the market. These records will be used by the staff in making their rent reasonableness determinations. The records will be updated on an ongoing basis.

D. SEPARATE AGREEMENTS

Owners and tenants may execute agreements for services, appliances (other than for range and refrigerator) and other items in addition to those, which are provided under the lease, if the agreement is in writing and approved by the HACH.

Any appliance, service or other item(s) which is routinely provided to non-subsidized tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. In a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

The HACH is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.

If the tenant and owner have come to an agreement on the amount of charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. Costs for seasonal items can be spread out over 12 months.

Copies of all separate agreements must be provided to the HACH, upon execution, and preferably in advance of the execution of the lease agreement.

E. LEASE APPROVAL/DISAPPROVAL

After the HACH has reviewed the Request for Lease Approval and proposed Owner's Lease Agreement, certified and documented rent reasonableness, conducted an HQS inspection and the passed the unit, and finds the Lease is consistent with state and local law and is consistent with Leases the owner uses in other rentals and that the owner signed the HUD Addendum to the Lease, the HACH approves the lease.

If the HACH determines that the lease cannot be approved for any reason, the landlord and the family will be notified in writing and the reasons provided.

If the lease does not meet the HACH's requirements, the HACH will explain the problems to the owner and suggest how they may be corrected, by a specific date.

If the proposed Gross Rent exceeds the Rent Reasonableness determination, the HACH will discuss with the landlord the possibility of either reducing the Contract Rent or including some or all of the utilities in the Contract Rent.

If the unit is determined to be rent reasonable or if the owner accepts the offer of a revised rent that is rent reasonable, the HACH will continue processing the Request for Lease Approval and Lease.

If the owner does not agree on a contract rent that is rent reasonable, after the HACH has tried and failed to negotiate a revised rent, the HACH will inform the tenant that the lease cannot be approved at this rental amount. The tenant should continue to locate eligible housing if his/her Voucher is still valid.

If the unit fails inspection, the HACH will provide the landlord with a detailed list of items that must be corrected and provide the landlord a reasonable period of time to make the repairs.

** The HACH may provide an Assisted Lease Agreement for use in conjunction with the Section 8 programs. The Assisted Lease Agreement includes all HUD required provisions. The Assisted Lease Agreement is not mandatory. It is available for use by owners that have no other regular written lease experience or by owners that prefer this Lease for use in their rental relationships.*

F. HACH DISAPPROVAL OF OWNER

The HACH must not approve a unit if the HACH has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation.

When directed by HUD, the HACH must not approve a unit if:

1. 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; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

In its administrative discretion, the HACH may elect not to enter into new contracts or may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner refused or has a history of refusing to evict tenants who engage in drug-related or violent criminal activity or threatened the health, safety, or peaceful enjoyment of other tenants, employees, or residences of neighbors;
2. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act;
3. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
4. The owner has engaged in drug trafficking;
5. 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;
6. The owner has a history or practice of renting units that fail to meet State or local housing codes;
or
7. The owner has not paid State or local real estate taxes, fines or assessments.

Nothing in this rule is intended to give any owner any right to participate in the program.

G. HAP CONTRACT EXECUTION

Prior to HAP Contract execution, the HACH will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the new information will be verified and the Total Tenant Payment will be recalculated. The HACH will not reverify information or recalculate the Total Tenant Payment merely because previous verification is more than 120 days old, in this situation.

Verification of income must be not more than 60 days old from the date it is received by the HACH for an initial account, and must not be more than 120 days from the Anniversary date of the effective date of the HAP contract for a Re-exam.

When the lease approval process is completed, the HACH will notify the landlord and the family of the lease approval or disapproval.

If the lease is approved, the HACH will prepare the HAP Contract (and Lease Addendum, if the assisted lease is not used).

To prepare the required documents, the HACH will compute the Total Tenant Payment, Tenant Rent, Utility Reimbursement (if any), and the Housing Assistance Payment.

Once the leasing documents (Lease Agreement, HAP Contract and HUD Addendum to the Lease, if the Assisted Lease Agreement is not used) are prepared, the HACH will make arrangements for the documents to be signed by the family, owner, and the HACH, as appropriate, and provide signed copies to each party.

XV. OWNER PAYMENT AND UTILITY ALLOWANCE

A. OWNER PAYMENT IN THE CERTIFICATE PROGRAM

The payment to the landlord is based upon Contract Rent approved by the HACH less the Tenant Rent determined by the HACH.

The payment to the landlord is called the Housing Assistance Payment, hereinafter referred to as HAP.

B. OWNER PAYMENT IN THE VOUCHER PROGRAM

Rents are not restricted by the HUD published Fair Market Rents in the Voucher Program. However the HACH is required to conduct a rent reasonableness assessment and certification for Housing Voucher participants. Resultant contract rents will be restricted by rent reasonableness. The amount specified by the landlord impacts the calculation of Housing Assistance Payment provided by the HACH as noted in the Housing Voucher Contract.

The maximum subsidy level for each family is determined by the Payment Standard for the family less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant payment (10% of the family's monthly income).

The maximum subsidy in the Housing Choice Voucher programs is the lower of the:

Payment Standard *minus* the Total Tenant payment, **OR**

Gross Rent *minus* the Total Tenant Payment.

The Payment Standard to be used in the calculation is based on the family's Voucher size.

The Housing Assistance Payment to the Owner is the lesser of the:

Actual Housing Voucher Subsidy described above; **OR**

Rent to Owner (similar to Contract Rent in the Certificate Program).

The HACH is required to set its payment standard in the Housing Choice Voucher Program between 90 and 110 percent of the published FMR for that unit size.

Exception area payment standards may be allowed to help families find housing outside areas of high poverty, or because voucher holders have trouble finding housing for lease under the program within the term of the voucher.

The population of the exception area may not exceed 50% of the FMR area.

A family renting a unit at or below the payment standard pays the highest of:

- 30 % of monthly adjusted income;
- 10% of monthly gross income;
- the Minimum Rent (Minimum Rent is established at \$50.00).

A family renting a unit above the payment standard pays the highest of the amounts listed above, plus any amount over the payment standard.

The Shopping Incentive Credit is eliminated.

A first time participant entering the program or participating families that are moving to a new unit after October 1, 1999, must not pay more than 40% of monthly-adjusted income.

A family may pay over 40% of monthly-adjusted income:

- When a participant family converts to the housing choice program;

- When the owner receives a rent increase;
- When a participant family signs a new lease for the same unit; or
- Any time after the family initially leases the unit as long as they remain in the same unit.

1. Voucher Rent Calculation

In the Rental Voucher Program, the family's subsidy is calculated first. After the family finds a unit to rent, the Total Family Contribution and Family Rent to Owner can be calculated.

The Appropriate Payment Standard for the family must be the lower of:

- The Payment Standard for the family unit size; **OR**
- The Payment Standard for the unit rented by the family.

A family may rent a unit with more bedrooms than stated on the Voucher, but the family's subsidy will be based on the Payment Standard for the size for which the family is eligible.

If the family rents a unit with fewer bedrooms, it must comply with the HQS requirements (not more than two persons per living/sleeping room). The subsidy would be based on the payment standard for the unit size the family has rented.

If the unit rents for more than the Payment Standard, the family will pay more than 30% of its Monthly Adjusted Income.

The family must pay the greater of 10% of its Monthly Unadjusted Income for rent, or the HACH's "Minimum TTP." When this calculation is what the family will pay toward rent and utilities, the family will not realize their full savings. The actual subsidy will be less than the Maximum Voucher Subsidy.

a. Shopping Incentive Credit

The "shopping incentive credit" has been eliminated for families admitted to the voucher program after 12/20/98 who remain in the same unit or complex (*stayer admissions*, i.e., persons remaining in the unit in which they are currently residing), and where the applicable payment standard exceeds the gross rent for the unit.

Therefore, for *stayer admissions* (i.e., persons remaining in the unit in which they are currently residing), the housing assistance payment would be the amount by which the gross rent exceeds the greater of:

- 30% of the family's monthly adjusted income
- 10% of its monthly gross income
- the minimum rent.

Accordingly, line 12(j), voucher payment standard, of form HUD-50058 for stayer admissions (*i.e.*, persons remaining in the unit in which they are currently residing), is the lower of:

- The HACH’s payment standard for the family unit size,
- The HACH’s payment standard for the unit actually rented by the family;
- The unit’s gross rent at the time of admission to the program.

If the family is not a stayer admission (moves to a different unit or complex), and the unit rents for less than the Payment Standard, the family will pay less than 30% of Monthly Adjusted Income.

When the certificate and voucher programs are merged, the “shopping incentive credit” will be totally eliminated.

b. Calculating Voucher Subsidy

In the Rental Voucher Program, the family’s subsidy is calculated first, rather than the family’s contribution toward rent and utilities (Total Tenant Payment under the Section 8 Rental Certificate Program).

The basic subsidy formula is:

$$\begin{array}{r} \text{Payment Standard} \\ \text{(Minus) } \underline{30\% \text{ of Monthly Adjusted Income}} \\ \text{Equals Maximum Voucher Subsidy} \end{array}$$

Example:

Payment Standard:	\$525
Monthly Adjusted Income:	\$800
\$525 Payment Standard	
(Minus) <u>\$240 30% of \$800</u>	
	\$285 Maximum Subsidy

The HACH subtracts 30% of the family’s monthly adjusted income which results in the maximum amount of monthly assistance the HACH will pay the owner on behalf of the family.

The family uses the maximum subsidy to decide what is a reasonable rent and how much it is willing to spend “out of pocket” for housing.

The family may shop for and choose a unit with a rent higher or lower than the payment standard (as long as the unit meets HQS). The family contribution, which is equivalent to the TTP in the Certificate program, will vary depending on the rent of the unit which is chosen.

c. Family Pays More Than 30% of Income

The family may choose a unit whose gross rent exceeds the payment standard. The family will pay 30% of their monthly adjusted income plus the amount by which the gross rent exceeds the payment standard as their total family contribution.

Example:

	Payment Standard:	\$525
	Monthly Adjusted Income:	\$800
	\$525	Payment Standard
(Minus)	\$240	30% of \$800
	\$285	Maximum Subsidy

Tenant chooses a unit that rents for \$600 including utilities.

	\$600	Payment Standard
(Minus)	\$285	Maximum Subsidy
	\$315	Total Tenant Payment

This family chooses to pay \$315 a month, although this is more than 30% of the family’s Monthly Adjusted Income.

d. Elimination of Shopping Incentive Credit for “Stayer Admission”

If the unit rents for less than the payment standard and the family is a “stayer admission,” the family will not pay less than 30% of its monthly adjusted income.

Example:

	Payment Standard:	\$525
	Monthly Adjusted Income:	\$800
	\$525	Payment Standard
(Minus)	\$240	30% of \$800
	\$285	Maximum Subsidy

Tenant stays in a unit that rents for \$475 including utilities.

	\$475	Gross Rent
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$$\begin{array}{r} \text{(Minus) } \$285 \text{ Total Tenant Payment} \\ \hline \$315 \text{ Maximum Subsidy} \end{array}$$

Stayer Admission does not receive “shopping incentive credit.”

e. Family Pays Less Than 30% of Income

If the chosen unit rents for less than the payment standard, the family will pay less than 30% of its monthly adjusted income.

Example:

Payment Standard:	\$525
Monthly Adjusted Income:	\$800

$$\begin{array}{r} \$525 \text{ Payment Standard} \\ \text{(Minus) } \$240 \text{ 30\% of } \$800 \\ \hline \$285 \text{ Maximum Subsidy} \end{array}$$

Tenant chooses a unit that rents for \$475 including utilities.

$$\begin{array}{r} \$475 \text{ Gross Rent} \\ \text{(Minus) } \$285 \text{ Maximum Subsidy} \\ \hline \$315 \text{ Total Tenant Payment} \end{array}$$

This family saves \$50 (\$240 - \$190 = \$50) since it would be required to pay only \$190, even though 30% of its income is \$240.

f. Minimum Total Tenant Payment

The minimum TTP affects the amount of subsidy to be paid if it is greater than Gross Rent minus Maximum Voucher Subsidy.

The family must spend at least 10% of its monthly unadjusted income for rent, or pay the HACH’s “Minimum TTP” (\$0-50, depending on HACH policy) whichever is greater (Minimum Family Contribution).

This applies only when the Gross Rent is below the Payment Standard.

If the family chooses a unit that rents for less than the Payment Standard and the Minimum Family Contribution is applicable, the HACH must use the actual rent for the unit to calculate the amount of housing assistance.

Example #1:

Payment Standard:	\$525
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HACH's Minimum TTP	\$ 50
Monthly Unadjusted Income	\$895
Monthly Adjusted Income:	\$800

	\$525	Payment Standard
(Minus)	<u>\$240</u>	30% of \$800
	\$285	Maximum Subsidy

Tenant chooses unit that rents for \$350 including utilities.

	\$350	Gross Rent
(Minus)	<u>\$285</u>	Maximum Subsidy
	\$ 65	(*)

*Family must pay at least \$90 as its Minimum Family Contribution (greater of 10% of monthly unadjusted income or minimum TTP).

HACH subsidy is reduced to \$260 (\$350 - \$90).

Example #2:

Payment Standard:	\$525
HACH's Minimum TTP	\$ 50
Monthly Unadjusted Income	\$392
Monthly Adjusted Income:	\$358

	\$525	Payment Standard
(Minus)	<u>\$107</u>	30% of \$358
	\$285	Maximum Subsidy

Tenant chooses a unit that rents for \$400 including all utilities.

	\$400	Gross Rent
(Minus)	<u>\$418</u>	Maximum Subsidy
	(\$18)	Proposed Total Family contribution (a)
	\$ 39	10% of Monthly Unadjusted Income (b)
	\$ 50	HACH's "Minimum TTP" (c)

Greater of (a), (b), or (c) is the tenant's total family contribution.

	\$400	Gross Rent
(Minus)	<u>\$ 50</u>	Total Family Contribution
	\$350	Total Voucher Subsidy

Subsidy is reduced due to minimum family contribution requirement.

\$400	Rent to Owner
\$350	HAP (lower of Total Voucher Subsidy or Rent to Owner)
\$ 50	Family Rent to Owner (Rent to Owner minus HAP)
\$ 0	Utility Reimbursement Payment (Total Voucher Subsidy <i>minus</i> HAP)

g. When Payment Standard Changes Apply

A change in the payment standard applies at four different points in participation:

- Estimated at initial family/income certification or Voucher Issuance – to give the families an idea of how much the HACH will pay, *before* housing search.
- Fixed after a particular unit is chosen, and 10% minimum TTP or HACH’s “minimum TTP” is checked-when Request for Lease Approval form is signed by HACH.
- Recalculated at annual re-certification.
- Recalculated if family moves or unit has gross rent change

During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

- The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceed the current rent to owner; or
- The payment standard as determined at the most recent regular re-examination of family income and composition effective after the beginning of the HAP contract term.

If there is a change in family size or composition during the HAP contract term, the initial payment standard at the beginning of the lease term does not apply at the next regular re-examination following such change, or thereafter during the term.

Payment Standard never drops below the Payment Standard in effect at lease approval unless the owner rent decreases or there is a change in family size or composition.

If there is a change in family unit size resulting from such change in family size or composition, the new family unit size must be used to compute the payment standard.

Families are held harmless from payment standard decreases as long as they remain in same unit under same lease and the rent to owner does not decrease.

If Payment Standard has increased, at regular re-exam family gets benefit.

If family enters into new lease at current or different unit, current payment Standard is used.

C. OWNER PAYMENTS - GENERAL

The HACH will make every effort to make timely HAP payments to landlords. The first payment is generally delayed due to the internal processing required in the establishment of the account. However, after the account is established in the HACH System, HAP payments are generally mailed on or about the first of each month. Great care shall be taken to expedite the initial payment to the owner.

D. TTP CALCULATIONS

Minimum Rents (Federal Register, QHWRA Notice 2/18/99).

- HUD requires HACHs to implement a minimum rent of zero to \$50. The HACH has established a minimum rent of \$50.00 in all programs.
- For the Certificate Program, the minimum rent refers to the total tenant payment, which must include any applicable allowance for tenant paid utilities.
- For the Voucher Program, the minimum rent refers to a minimum family contribution and must include any applicable allowance for tenant paid utilities.

This means any family subject to a minimum total tenant payment could still be entitled to a utility reimbursement if the utility allowance is greater than the total tenant payment or the minimum family contribution.

Exceptions to Minimum Rent. The QHWRA establishes certain exceptions to the minimum rent requirements for hardship circumstances.

Hardship Exceptions include the following situations:

- The family has lost eligibility or is awaiting an eligibility determination for federal, state, or local income assistance.
- The family would be evicted as a result of the imposition of the minimum rent requirement;
- The income of the family has decreased because of changed circumstances, including:
 - Loss of employment,
 - Death in the family,
 - Other circumstances determined by the HACH or HUD.
- The QHWRA does not allow a minimum rent hardship exception if the hardship is determined temporary.

- If a family requests a minimum rent hardship exception, the HACH must suspend payment of the minimum rent beginning the month following the family’s hardship request.
- “Suspension” means that the HACH must not charge the family a minimum rent or, if applicable, discontinue charging the family a minimum rent.
- During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment *will be increased accordingly*.
- The HACH must determine promptly whether the hardship under the statute exists and whether it is temporary or long term.
- If the HACH determines that there is no hardship covered by the statute, a minimum rent is imposed retroactively to the time of suspension.
- If the HACH determines that the hardship is temporary, a minimum rent may not be imposed for a period of 90 days from the date of the family’s request.
- At the end of the 90-day suspension period, a minimum rent is imposed retroactively to the time of suspension.
- A reasonable repayment agreement must be offered for any minimum rent back payment by the family.
- If the HACH determines that the hardship is of long term duration, the HACH must exempt (retroactively to the date of the family’s request for a minimum rent exception) the family from the payment of the minimum rent until the hardship no longer exists.

Retroactive Determination

- The new minimum rent policies are retroactive to the effective date of the QHWRA, October 21, 1998.
- If a tenant in occupancy has qualified for one of the mandatory exceptions since October 21, 1998 and was charged a minimum rent, the HACH must make arrangements to reimburse the tenant the overpayment.
- The HACH may provide either a cash refund of the overpayment or otherwise offset future rent payments in an equitable manner.

HACH Procedures

- The HACH must revise operating procedures to carry out the new minimum rent requirements as set forth by the QHWRA.

- The HACH must notify all families as soon as practicable of the right to request minimum rent hardship exception.
- Notification must advise families that hardship exceptions are subject to applicable HACH informal hearing procedures.
- The HACH can request reasonable documentation of hardship under the circumstances.

E. UTILITY ALLOWANCE

The same Utility Allowance Schedule is used for both the Certificate and Voucher Programs.

***Utility Allowance:** The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Certificate.*

The Total Tenant Payment is the payment the family makes toward rent and an allowance for utilities.

If the family pays for some or all utilities, the HACH will provide the family with a utility allowance. The Utility Allowance Schedule is based on actual rates and average consumption estimates, and approved by HUD. The Utility Allowance Schedule is not based upon a family's actual energy consumption.

The utility allowance is provided as a reduction in the tenant's portion of rent payable to the owner.

The HACH will review the Utility Allowance Schedule on an annual basis. If a revision is needed, based on methods required by HUD, the Utility Allowance Schedule will be revised.

Approved utility allowance schedule(s) will be given to families along with their Housing Voucher. The same schedule(s) will be used by the HACH to record the actual allowance for the unit the family selects if there are tenant-paid utilities.

Where families provide their own range and refrigerator, the HACH will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

The Utility Allowance Schedule, for ranges and refrigerators, will be based on the lesser of the cost of leasing or purchasing the appropriate appliance, based on factors provided by HUD.

F. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the HACH begins processing payments to the landlord.

The effective date and the amount of the Contract Rent is entered into the computer system. The system automatically calculates the Tenant Rent and HAP payment amounts. Supervisory staff verifies this

information. The Payments Unit of the Finance Department produces the checks that are sent to the owners or owner's agents.

A HAP Check Register will be used as a basis for monitoring the accuracy and timeliness of payments.

The HACH maintains payment information by computer and changes are made automatically to the computer system for the following month.

Checks are disbursed by the HACH to the owner or owner's agent each month.

G. UTILITY REIMBURSEMENT PAYMENTS

Where the Utility Allowance exceeds the Total Tenant Payment of the family, the HACH will provide a Utility Reimbursement Payment to the family each month.

The check will be made out directly to the tenant.

H. HOUSING ASSISTANCE PAYMENTS (HAP) INTERNAL CONTROL PROCEDURES

A Housing Counselor prepares each account. The Housing Counselor prepares a Summary Worksheet, which is submitted to the team Supervisor for review. The Supervisor reviews the client file and computer record. The Supervisor has the option to randomly review work of seasoned experienced Housing Counselors however, policy requires a 100% review of work submitted by inexperienced staff. The Supervisor authorizes all accounts for payment. The HAP payment worksheet is then submitted to our Finance Department where payments staff confirms the accuracy of the data on the worksheet with the data contained in the computer. All accounts are authorized for payment by the Finance Department's Payments processing staff. The Information Systems Management Department processes approved accounts for payment. Any worksheet found to contain a discrepancy is returned to Section 8 Administration (Manager of Operations) for review, correction and proper handling. The Payments staff prior to the printing of the checks reviews numerous trial run reports. This is to ensure the accuracy of the computer processing and minimize any gross erroneous HAP payments.

I. PAYMENT OF LATE FEES

The new HUD Housing Assistance Payments (HAP) contract dated October 1999 states in Section 7.2(3):

“If Housing Assistance Payments are not paid promptly when due after the first two

calendar months of the HAP contract term, the HACH shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payments by a tenant. However, the HACH shall not be obligated to pay any late payment penalty if HUD determines that late payment by the HACH is due to factors beyond the HACH's control. Moreover, the HACH shall not be obligated to pay any late payment penalty if housing assistance payments by the HACH are deleted or denied as a remedy for owner breach of the HAP contract (including any of the following HACH remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract.)"

The HACH will provide owners with a late payment of Housing Assistance Payment (HAP) claim form upon request. The HACH will review the claim, the client file and payment records. The HACH will make a determination on each claim and respond to the claimant accordingly. Claims that are approved for payment will be paid within 30 days. Owners will receive written notification of claims that are approved or denied, including reason(s) that the claim is denied.

The HACH is not responsible for payment of late fees caused by the tenant's late payment of rent, or when the HUD fund transfer is late and is the cause of the late HAP payment.

XVI. ANNUAL RE-CERTIFICATION ACTIVITIES

There are four activities the HACH conducts on an annual basis. These activities will be coordinated whenever possible:

1. Annual Re-Certification of Income;
2. Annual HQS Inspection;
3. Rent Reasonableness Determination; and
4. Processing Contract Rent Increase Requested by Owner.

The HACH maintains a listing of participants under contract by month to ensure systematic reviews of contract rent, allowances for utilities and other services, and housing quality in accordance with the requirement for annual re-examination. The Housing Counselors, to affect a change in the next rental payment update monetary changes in the computer system. The supervisor and Payments Unit verify the change.

A survey of utility rate increases within the HACH's jurisdiction will be made annually and the Schedule for Utility Allowances and Other Services will be adjusted and approved by the Director as needed, at the time the Fair Market Rent increases are published by HUD.

A. ANNUAL RE-CERTIFICATION

Families will be requested to provide information on income, assets, allowances and deductions, and family composition at least annually.

Annual re-certifications for move-ins anytime other than the first of the month (*e.g.*, September 15th) will be conducted no later than the following year by the first of the move-in month (*e.g.*, September 1st).

When families request to relocate to another dwelling unit, an annual re-certification will be conducted.

The HUD published Income Limits will not be used as a test for continued income eligibility at re-certification.

1. Re-examination Notice to the Family

The HACH will maintain a re-examination tracking system and at least 90-120 days in advance of the scheduled annual re-examination effective date, the head of household will be notified by mail that she/he is required to attend a re-examination interview on a specified date (or rearrange a date in advance if the scheduled date is unacceptable).

In the event the participant is elderly or disabled, a home visit may be conducted with advance notice to HACH by the program participant or attendant. This service is performed as a reasonable accommodation.

All family members 18 years of age or older must attend the annual re-examination appointments.

If the family fails to attend the scheduled re-certification appointment without contacting the HACH, the HACH shall send a Notice of Program Termination for failure to comply with program requirements.

A maximum of 2 scheduled re-examination appointments will be mailed to the participant. Extenuating circumstances may be considered at the discretion of the HACH.

A Personal Declaration form will be mailed to the participant. The participant will be instructed to fill out the form and bring it and the documents, which verify the information on the form to the interview.

2. Verification of Information Provided

The HACH will send out third party verifications wherever possible. If third party verifications are not returned within three days, documents provided by the tenant at the time of re-certification may be used for verification. However, the Housing Counselor must make reasonable efforts to contact the third party by phone to verify or confirm the information received from the tenant.

3. Changes in Tenant Rent

When the information provided by the family is analyzed, the HACH will recalculate the tenant's portion of rent. When all other requirements have been met, all the necessary documents are prepared by the HACH and signed by the tenant.

The HACH will notify both the owner and tenant in writing of its determination and of the new rent to be paid by the tenant (and of the new Housing Assistance Payment to be paid by the HACH, if applicable). Notification will occur within 2 weeks of re-certification provided that the HACH has verified all information.

At Re-certification, if there is an increase in tenant income which results in an increase in the tenant portion of rent, the increase in tenant rent will be made effective on the effective date of the annual re-certification provided that the family receives a full 30-days notice (full month's notice) of the increase in tenant rent and the increase is effective on the 1st of the month.

For Example:

<u>Interview Date</u>	<u>Anniversary Date</u>	<u>Notice Issued</u>	<u>Rent Increase Effective Date</u>
June 12	September 1	August 23	October 1
January 4	April 17	February 28	April 1
August 22	November 3	September 18	November 1

If there has been misrepresentation by the tenant, or if the tenant caused a delay in the re-examination processing, an increase in tenant rent will be made retroactively. At the discretion of the HACH the tenant may be placed on a promissory note or terminated from the program, depending upon the circumstances.

If there is decrease in tenant rent, it will be processed as an annual re-exam and become effective on the scheduled effective re-examination date. Decreases in tenant rent should be processed to become effective the 1st of the month following the month that the verification of income is received. If possible, the decrease in tenant income that results in a decrease in tenant rent should be processed as an interim change if time allows for such change to be processed.

B. ANNUAL HQS INSPECTION

1. General Policy

The HACH will conduct an inspection using the Housing Quality Standards (and other approved exceptions to the HQS as referenced in this Administrative Plan) at least annually.

The HACH will maintain an Annual Inspection Tracking System at least 120 to 160 days in advance of the Anniversary Date of the HAP contract. The Head of Household will be notified by mail that he/she is required to allow access for the Annual Inspection to be conducted or make the necessary arrangements for a member or other responsible person 18 years of age or older, to be present at the unit for the scheduled inspection.

Annual inspections must be conducted annually within a 12-month period of the Anniversary Date of the HAP contract.

Annual inspections for mid-month move-ins, *i.e.*, move-ins other than the first of the month, (*e.g.*, September 15th) will be conducted no later than the following year by the first of the "move in" month (*e.g.*, September 1st).

HQS "failed" items identified as caused by the Tenant or Landlord must be corrected by the responsible party. Failed items, such as a knob missing off a tenant's stove, or electricity that doesn't work because the utilities were shut off because the tenant did not pay the bill, also must be corrected by the responsible party as identified on the inspection report.

The HACH must provide the owner and tenant proper notification to correct the failed items. There are two guidelines to use:

- a. If the item endangers the family's health or safety, the owner / tenant must be given 24 hours to correct the violation.
- b. For less serious failures, the owner / tenant must be given up to 30 days to correct the item(s). At the discretion of the HACH, the time allowed to complete the deficiencies may be extended due to extreme extenuating circumstances.

If the owner / tenant fails to correct failed items, after she/he has been given a reasonable time to correct the items, the Housing Assistance Payment (HAP) **must be abated**. If the owner fails to or is unwilling to take corrective action, the HAP Contract **must be terminated**. If the tenant fails to correct the failed items after he/she has been given a reasonable time to correct the items, the Housing Assistance payment must be terminated with a proper 30-day notice to the owner and tenant.

2. Abatement

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by the HACH, the rent for the unit shall be abated.

The abatement shall continue until all owner responsibility items, which caused the unit to fail, have been corrected.

The HACH will schedule the inspection of abated units within five (5) days of the owner's contact with the HACH. If the unit is found in passing condition, the HAP payments may resume. However, no payment will be made for those days after the inspection notice time frame to make repairs and the date that the repairs were confirmed to have been completed.

3. HAP Contract Termination

- a. If the owner fails to correct all the owner responsibility items cited within 30 days of the beginning of the abatement period, the owner shall be sent a notice that the contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP Contract is terminated (with a 30 days Notice prior to the first of the month), it will not be reinstated. The tenant is given a new Voucher to move to a more suitable rental unit.

When the Housing Assistance Payments Contract or the Voucher Subsidy Contract is terminated for Housing Quality Standards violation(s), it cannot be reinstated. If repairs are done before the effective termination date, the termination can be rescinded if the tenant chooses to do so.

- b. If the Tenant fails to correct all the tenant responsible items within the notice period to make repairs, the Tenant and Owner will be provided a 30-day Notice prior to the 1st of the month that the HAP contract will be terminated. However, if the cause for action is solely due to tenant-caused fail items, the Owner will continue to receive Housing Assistance Payments. Since the failing condition in the unit is through no fault of the Owner, the Owner will not be penalized.

C. RENT INCREASES BY OWNER

1. Certificate Program

- a. Certificate Program participating owners must request a rent increase, in writing, at least 60 days prior to the Anniversary Date of the lease and contract.

Rent increases to owners under the Certificate Program are to be effective on the anniversary date of the HAP Contract.

Rent increase requests received after the Anniversary Date will be processed, and if approved become effective for the remaining balance of the contract year.

Rent increases for move-ins, any time other than the first of the month, (*e.g.*, September 15th) will be granted no earlier than a year from the first of the month following move-in (*e.g.*, October 1st).

The HACH will certify and document on a case-by-case basis that the approved rent:

- Does not exceed rents charged by the owner for comparable unassisted units in the private market; and
- Is reasonable in relation to rents charged by other owners for comparable unassisted units in the private market; and,
- Rent increase requests do not exceed the applicable Annual Adjustment Factor as published by HUD.

These items will be used for rent reasonableness documentation:

Square Feet	Location
Number of Bedrooms	Unit Type
Number of Bathrooms	Quality
Amenities	Facilities
Management & Maintenance Services	Date Built

Documentation on comparable rents will be maintained in the Inspections Unit.

- b. If the owner rejects the HACH disapproval of a requested rent increase, after the first year of the lease, and the unit remains rent reasonable, the HACH shall advise the owner of their option of the Owner's right to terminate the existing contract due to a business or economic reason; and
- c. Special request for rent increase with HUD approval.

2. Voucher Program

As of the anniversary of the first year of the lease and HAP contract, rent increases may be effective with a 60 days advance written notice to the family, and a copy of the notice to the

HACH. The increase will be effective on the Anniversary Date of the lease and Housing Voucher contract.

The HACH will authorize the rent increase provided that the increased rent is reasonable when compared to other similar unassisted rental units in the area.

The HACH will notify the owner and the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner.

The HACH may not approve a tenancy unless the rent is reasonable.

Documentation on comparable rents for the Voucher Program will be maintained in the Inspections Unit.

XVII. INTERIM RE-CERTIFICATIONS

A. REQUIRED CHANGES TO REPORT

1. Certificate Program

In the Certificate Program, the Total Tenant Payment and Tenant Rent will remain in effect for the period between regularly scheduled re-examinations except:

- a. The tenant must report all changes in the household composition in writing.
- b. The tenant may report any of the following changes, which would result in a decrease in the tenant's rent:
 - 1) Decrease in income;
 - 2) Increase in allowances or deductions.

Decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change occurs, if reported in a timely manner.

- c. The tenant must report any of the following changes in writing, which could result in an increase in rent:
 - 1) Any increase in gross household income;
 - 2) Change in family composition (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies);

- 3) Receipt of a deferred payment in a lump sum, which represents the delayed start of a periodic payment such as unemployment or a deferral due to a dispute (such as back child support payments).

2. Other Interim Reporting Requirements

- a. For families with zero income, re-examination is scheduled every 60 days.
- b. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-examination shall not be less than every 60 days.
- c. For families where an error was made at admission or re-examination, (the family will not be penalized by being charged retroactively for any error made by Housing personnel).
- d. For families whose rent has been based on false or incomplete information supplied by applicant/participant, the family will be terminated from the program.

3. Voucher Program

The tenant shall be required to report under the same circumstances as in the Certificate Program described above.

However, the Total Tenant Payment or Tenant Rent may be changed in addition to the reasons listed above if there is a change in the Rent to Owner, which causes a change in Total Tenant Payment or Tenant Rent.

B. FORMS USED FOR INTERIMS

The staff does not prepare the HUD 50058, but they do prepare the Contract and Lease Amendment Agreement, referred to as the Amendment, to show the changes in the HAP payment, tenant rent and the effective date of the change.

Staff will send the Amendment to the owner and tenant. Owner and Tenant signatures on the Amendment are not required. The Owner and Tenant will also be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP and the effective date of the changes. Additionally, because this often changes the family's Total Tenant Payment or Tenant Rent, the letter must offer the family an opportunity for an informal hearing.

C. TIMELY REPORTING

1. Standard for Timely Reporting of Changes

The standard for reporting changes for interim's (other than changes in family composition which are described below) in a timely manner is for the family to report the change within ten days of the occurrence of the change.

Increases in Income to be Reported: Families must report all increases in income/assets of all household members to HACH in writing within ten calendar days of the occurrence.

Increases in Income and Rent Adjustment: HACH will process rent adjustments only for increases in gross income due to the adding of new Lease member or a change in income source. The increase rent adjustment will be effective the first day of the second month after the interim re-examination. However, families are still required to report all changes in income between regularly scheduled annual re-certifications within ten calendar days of the occurrence. All other rent increases will be effective and processed during the next scheduled annual re-certification.

Decreases in Income and Rent Adjustment: HACH will process rent adjustments for decreases in income, that will last more than thirty calendar days and are reported between regularly scheduled annual re-certifications. Rent decreases will be effective the first of the month following the month in which the change was reported in writing and verified. The family will pay the lower rent pending verification.

Other Interim Reporting Issues: An interim re-examination will be scheduled for families with zero and /or unstable income every thirty days.

2. Procedures When the Change is Reported in a Timely Manner

The Housing Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

- The family will always be given a 30-day notice prior to the first of the month for an increase in tenant rent. Increases in the tenant rent are to be made effective upon thirty days notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.
- Cost of living adjustments to recipients of Social Security, (O.A.S.I., S.S.I.) and Temporary Assistance To needy Families (TANF) Benefits, and Veterans Assistance (VA) will be calculated at the next annual re-certification. (Refer to Interim process.)
- Decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported. However, no downward rent adjustments are to be processed until all the facts have been verified, even if a retroactive adjustment results.

The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification sent to the third party. Verbal confirmation by the tenant will not be acceptable.

If the tenant does not bring the requested information with them, they will be requested to return with the documentation within 10 days.

Tenants may not waive the 30-day written notice for an increase.

3. Procedures When the Change Is Not Reported in a Timely Manner

If the family does not report the change by the end of the month in which the change occurred, the family will be determined to have caused an unreasonable delay in the interim re-examination processing (except for the situation described above under Standard for Timely Reporting).

Increased Tenant Rent. The change will be effective on the first of the month, 30 days following the processed change, and an overpayment will be calculated retroactively to the date it should have been effective, if the change were reported in a timely manner.

The change will be effective on the first of the month, with at least 30 days written notice to the tenant and landlord.

If the change is not reported in a timely manner, then the change will be made on the first of the month, with at least 30 days written notice to the tenant and landlord, with an effective date retroactive to the first of the month, 30 days following the date of change in income.

In the event of an unreported increase in family income, the HACH will consider this a violation of the family obligations under the Section 8 program and/or fraud. The HACH may proceed with the appropriate action in accordance with the following:

The HACH may:

- a. Terminate the tenant for violation of program obligations.
- b. Report the violation to the HUD Regional Inspector General and local authorities for prosecution.
- c. Retroactively establish the correct HAP, and revise the HAP with 30-days Notice and institute a promissory repayment agreement with the tenant to recover overpaid HAP.

Decreased Tenant Rent. The change will be effective on the first of the month following the reported change.

Deviation from normal effective dates must be justified because of the tenant's failure to supply the required report.

4. Procedures When the Change Is Not Processed by the HACH in a Timely Manner

"Processed in a timely manner" means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by the HACH in a timely manner.

If changes are not processed by the HACH staff in a timely manner, the change will be effective on the first of the month, thirty days following the processed change. In addition, if the change resulted in a decrease, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the tenant.

5. Timing of Next Annual Re-certification

The interim change does not have any effect on the annual re-certification or the scheduling of the annual re-certification.

6. Changes in Family Composition

All changes in family composition must be reported in writing to the landlord and HACH within ten business days of its occurrence, pending approval of the landlord and HACH. For the Voucher holder, the change shall be implemented at the next annual re-certification.

If the family reports the change in family composition in a timely manner, but does not require a change in certificate size, the change in Tenant Rent and HAP shall be processed with completed verification, on the first of the following month.

If the family reports the change in family composition in a timely manner, which requires a change in certificate size, a new appropriately sized certificate would be issued immediately, with HACH approval provided in writing to the tenant if required by HQS.

If the family has failed to report the change of family composition within ten days of its occurrence, any difference in the allowable subsidy due to a reduced certificate size shall be charged to the remaining family retroactively from the first of the month following the change and a new Certificate of appropriate size shall be issued immediately.

The HACH has the discretion to allow the admission of household members who were not a party to the lease based on the following criteria:

1. Marriage
2. Temporary custody foster children
3. Adoption

4. Family members (due to extenuating circumstances).

Any addition to household member listed above must be accompanied with appropriate supporting documentation approved by the HACH.

The HACH is charged with the responsibility of determining who can live in the assisted unit, at admission and during the family's participation in the program, which includes any additions to the assisted unit.

The HACH shall review each request to add an additional household member to the assisted unit taking into consideration that the HACH does not intend to split-up an assisted family yet does not intend to provide assisted Housing for the extended family or multiple households within the family who were not originally on the Section 8 program lease agreement at the time of the initial certification. (Refer to exceptions).

If a family member should leave the household for more than 90 consecutive days, the family member will be determined permanently absent and will not be allowed to re-enter into the lease. In the event the family member has committed criminal or violent acts he/she will not be allowed to re-enter the lease.

Where the change in family composition causes an increase in Voucher size and results in an increase in unit size, the HACH must seriously consider the financial impact of the additional cost in housing subsidy associated with the requested change.

In addition, such increases in household composition would normally require approval by the landlord, pursuant to the requirements of the lease agreement.

In general the HACH will not approve requests for additions to the family composition where the request by the tenant intends to provide housing assistance for multiple families. For example, if the assisted family, which consists of a mother and two dependent children, requests to add a third adult sibling including her own children, to the assisted unit. Such a request represents serving an additional household, which is not permitted. (Adding more than individual members would be considered an additional household.)

(Example): If the assisted family consists of a Mother, an adult dependent and a minor dependent and the tenant requests to add the spouse of the adult dependent such a request may be approved by the HACH, with the written approval of the landlord.

Additional family members must be authorized by the HACH and approved by the landlord through an amendment to the lease agreement.

Failure on the part of the landlord to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for the HACH to issue a new Housing Voucher to the family to facilitate their moving to another

unit. Assisted families are limited to one move per year. A family member who has been removed from the lease may not re-enter the household within a 90-day period.

Assisted families where the head, spouse or other family member has become disabled since move-in, will receive an appropriate reasonable accommodation to increase the family size, as may be required to provide proper care or assistance and/or Authorization to relocate to an accessible unit, as may be required.

The HACH will exercise reasonable judgement in the exercise of its responsibility to determine who can live in the assisted unit. The HACH shall strive to strike a balance with regard to concerns with additional program costs associated with additional family members, the concerns of the Landlord and the needs of the tenant family.

Changes in Family (Removing Household Members)

The HACH has the discretion to review such requests to remove a household member, *i.e.*,

- Spouse
- Children
- Other Adult – Household members

Any requests to remove a household member listed above may be reviewed and accompanied with supporting documentation. (Refer to Verification methods and Procedures).

7. Family Break-Up

The HACH has discretion to determine which members of the assisted family continue to receive assistance in the program if the family breaks up. The HACH shall consider the following in making its determination:

- a. The HACH will provide consideration to family members remaining in the assisted unit;
- b. Determinations will be made in the best interest of the minor children in the assisted family;
- c. Determinations will be made in consideration of Elderly or Disabled family members.

Extenuating circumstances may be subject to mediation by the hearing officer.

Where family members are forced to leave the assisted unit as a result of actual or threatened physical violence against assisted family members by a member of the assisted household, consideration will be given in the best interest of minor children in the assisted family.

XVIII. HOUSING QUALITY STANDARDS COMPLAINTS

A. GENERAL POLICY

Assisted dwelling units must be inspected at least annually, using Housing Quality Standards.

If the tenant or owner submits notice of a complaint that the unit does not meet Housing Quality Standards, the HACH will conduct an inspection.

The staff shall inspect only the items that the tenant or owner are complaining about, but if other fail items are noticed during the inspection, the staff must also note those items and require the owner to repair the failed items.

HQS failed items must be corrected by the responsible party. The owner is responsible to correct all HQS violations except for those items that are tenant supplied appliances and utilities and tenant responsible items. Any tenant failed items, such as a knob missing off a tenant's stove or a utility shut-off because the tenant failed to pay the utility bill, must be corrected by the Tenant.

The tenant and the owner must be given time to correct the failed items. There are two guidelines to use:

1. If the item endangers the family's health or safety, the owner or tenant must be given 24 hours to correct the violation.
2. For less serious failures, the owner or tenant must be given up to 30 days to correct the item(s).

If the owner fails to correct the owner responsibility failed items, after she/he has been given a reasonable time to correct the items, the payment must be abated or the HAP Contract must be terminated.

If the tenant fails to take corrective action to remedy the tenant responsibility failed items, the tenant shall be issued notice of termination of assistance and the owner shall be issued 30-day notice of termination of the HAP contract. Housing Subsidy shall continue to the owner during this period where the unit has failed HQS since the unit failed through no fault of the owner.

The inspector will provide the owner and tenant with a written notice and inspection report, identifying the HQS violations, including an appointment to re-inspect the unit.

The appointment for the re-inspection will occur the workday following with the conclusion of the notice given.

B. ABATEMENT

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner has been given an opportunity to correct the problem(s) and does not do so within the time frame established by the HACH, the HAP for the unit shall be abated.

The abatement shall be for a specific period of time designated on the inspection notice. At most, the abatement shall continue until all items, which caused the unit to fail, have been corrected. The HACH will re-inspect abated units within five (5) days of the owner's contact with the HACH.

C. HAP CONTRACT TERMINATION

1. If the owner fails to correct all the owner responsibility items cited within 30 days of the beginning of the abatement period, the owner will be issued a 30-day notice that the contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP Contract is terminated (with a 30 days notice prior to the first of the month), it will not be reinstated. The tenant is issued a new Voucher to move to a more suitable rental unit.

When the Housing Assistance Payments Contract or the Voucher Subsidy Contract is terminated for Housing Quality Standards violation(s), it cannot be reinstated. If repairs are done before the effective termination date, the termination can be rescinded if the tenant chooses to remain in place.

2. If the Tenant fails to correct all the tenant responsible items within the notice period to make repairs, the Tenant and Owner will be provided a 30-day Notice prior to the 1st of the month that the HAP contract will be terminated. However, if the cause for action is solely due to tenant-caused fail items, the Owner will continue to receive Housing Assistance Payments. Since the failing condition in the unit is through no fault of the Owner, the Owner will not be penalized.

XIX. FAMILY MOVES

A. FAMILY MOVES

The Section 8 Assisted Family has the right and responsibility to choose its place of residence. The selected dwelling must meet HUD and Housing Authority requirements. The assisted family may relocate to another dwelling with continued assistance at the anniversary of the HAP contract and lease agreement.

The HACH policy restricts relocation of families moving from one dwelling to another, with continued assistance prohibiting more than one move during any one-year period.

Exceptions to the family move policy include relocation directed by the Housing Authority.

For example:

- (1) For owner breach of the HAP contract or other owner caused violation where the HACH terminates the contract, the HACH may issue the family a Housing Voucher allowing more than one move in a one-year period.
- (2) For catastrophic disasters where, through no fault of the tenant or tenant family, the unit is rendered uninhabitable (*i.e.*, fire, flood, or other natural disaster).

Families are no longer permitted to move at will. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit.

The family may decide to move to another unit. If the family has not violated their Certificate of Family Participation, Housing Voucher or Lease Agreement or does not owe the HACH money, the family must be offered a new Voucher to search for another unit. However, families are limited to one move per year.

Families that intend to relocate to another assisted unit must issue the landlord a 30 day written notice to vacate before they will receive another Housing Voucher and leasing packet.

If the family does not locate a new dwelling unit to move into, they will be required to submit a document "Agreement to Continue the Assisted Tenancy," the assisted tenancy will be extended for any reasonable period of time mutually agreed upon by landlord and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the 30-day notice issued by the tenant.

If the family locates another dwelling unit, it will be processed as a new move. This means that another re-examination will be conducted and a new inspection will be conducted, even if the last re-examination was conducted less than 12 months ago.

B. FAMILY NOTICE TO MOVE

Families are required to give 30-days written notice to the owner only after the first year of the lease to be in compliance with the lease. If a family gives improper notice or no notice, a Voucher may be issued as only in the case where the current assisted unit is in fail status beyond the notice period, and the unit's payments are abated (unless the family has violated a family obligation or there is another reason to deny assistance).

Briefing sessions emphasize the family's responsibility to give the owner and the HACH proper written notice of any intent to move.

The family must provide the landlord and the HACH with 30 days written notice, prior to vacating the unit.

Failure to provide such notice(s) will result in termination of assistance due to failure to comply with the family obligation.

C. OVERLAPPING HAP PAYMENTS

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family is preparing to move out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered to constitute duplicate housing subsidy.

(Example) If the assisted family is preparing to move from unit "A" to unit "B," and has given the proper 30-day notice to vacate unit "A" effective October 31, the owner of unit "B" would not wait until November 1 to execute the lease. Unit "B" is located and leased effective October 15. In this example, overlap of Housing Assistance payments is permissible for the same tenant at two different units at the same time (*i.e.*, from October 15 through October 31). The primary utilization of overlapping HAP payments is to provide flexibility in the program and enable the program participant the opportunity to relocate to the unit of their choice, where that unit may otherwise be lost or withdrawn by the Landlord.

The Housing Counselor shall exercise this leasing option with Supervisory approval.

D. EVICTIONS

Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move, such as the tenant is allowed to give the owner after the first 12 months of the lease.

Like private sector tenancies, if the owner wants to remove the tenant, she/he must use the means available as prescribed in the lease and contract:

- The owner can institute court action, using the grounds for eviction cited in the lease; or
- The owner can try to obtain a mutual rescission of the lease with the tenant. (The mutual rescission must be signed by both parties and designate the reason for the agreement to mutually rescind the Lease).
- The owner can issue proper notice not to renew the Lease Agreement.

Other actions which may result in the tenant leaving the assisted unit:

- If the owner wants a rent increase that is unapprovable by the HACH, (only after the first term);
- The owner may choose not to make repairs required by the Housing Quality Standards;
- The unit becomes overcrowded (both Certificate and Voucher programs, according to HQS) or under occupied (Certificate program).
- If the tenant locates another unit at the time of annual or interim re-certification where the tenant has given notice to relocate.
- The tenant is issued another Voucher to move to another unit, unless there are grounds to deny or terminate assistance (see Termination of Assistance, Section XIX).

E. OWNER NOTICE TO MOVE

Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.

F. CONTINUALLY ASSISTED

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 Housing Voucher program.

XX. DENIAL OR TERMINATION OF ASSISTANCE

Introduction

The HACH will provide families with a written description of the Family Obligations under the program, the grounds under which the HACH can deny or terminate assistance, and the HACH's informal hearing procedures. This chapter describes when the HACH is required to deny or terminate assistance, and the HACH's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL / TERMINATION

If denial or termination is based upon behavior resulting from a disability, the HACH will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

Form of Denial / Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the HACH waiting list;
- Denying or withdrawing a certificate or voucher;
- Refusing to enter into a HAP contract or approve a lease,
- Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease,
- Terminating housing assistance payments under an outstanding HAP contract,
- Refusing to process or provide assistance under portability procedures.

Mandatory Denial and Termination

The HACH must deny assistance to applicants, and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or HACH required consent forms for obtaining information.
- If no member of the family is a U.S. citizen or eligible immigrant (see Section D).
- If the family is under contract and 180 days (or 12 months, depending on the HAP contract used) have elapsed since the HACH's last housing assistance payment was made. (See chapter on "Contract Terminations," Section D.)

The HACH **must** permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine in violation of any Federal or State law.

B. GENERAL POLICY

The Housing Authority may deny or terminate assistance for the following reasons:

Families who are guilty of program abuse or fraud in any Federal Housing Assistance program (this presupposes that the program abuse or fraud is substantiated and that a Repayment Agreement was not entered into);

Families who have violated one of their Family Obligations (listed on the Certificate and Voucher or Statement of Family Obligation form for each program);

Families who are in default of an executed Repayment Agreement by missing two payments must pay their outstanding balance prior to the issuance of a Certificate or Voucher or execution of a HAP Contract (they will be able to stay in their current unit under their same Contract);

Families whose Total Tenant Payment is sufficient to pay the full gross rent and where the regulatory time period has elapsed since the HACH's last HAP payment was made. The current regulatory time period is 180 days.

Families whose appropriate household members do not provide their Social Security information and documentation within the time required and specified by the HACH.

Families who fail to comply with HUD requirements for Assistance to non-citizens.

Income limits are solely used to determine eligibility for initial applicants. Income limits are not a consideration for termination of assistance once the family is under lease and contract and already "on the program."

However, the following examples are reasons for termination of assistance:

If the family did not report an interim change in family composition or income, etc., which they were required to report, the HACH would determine how much the family owed the HACH, due to the unreported or untimely reported information.

If the HACH entered into a Repayment Agreement with the family, for unreported family income or multiple occasions of unreported income, and the family is current in its payments to the HACH, there is no reason to terminate the family's assistance.

If the family stops paying on their Repayment Agreement, the family will be under the termination of assistance procedures referenced above.

However, because the tenant could also be in violation of a family obligation (not supplying information needed for certification or re-certification), the matter should be referred to a supervisor, if repeatedly done, prior to the final notice to the tenant.

If a family does not come into the office to sign the new lease and other lease-up documents, the lease does not become effective until the documents are signed. Assistance will stop at the old unit because the tenant is not living in the old unit. Assistance will not start in the new unit prior to the execution of the new lease and contract by the family.

Tenants and owners are not required to sign the contract & Lease Amendment. If the tenant disagrees with the changes, they will be discussed with the tenant. The tenant will be offered an opportunity for an informal hearing. If the tenant's objections to changes in the amendment, cannot be resolved by the counselor or supervisor.

If a HAP Contract termination is necessary, or tenant assistance is terminated (if the tenant requests to go off the program (in writing) or assistance is denied in accordance with the termination of assistance procedures (notice of informal hearing required), tenants and owners need to be notified of termination of assistance.

If the HACH refuses to issue a Certificate or Voucher, the tenant must be notified in writing and offered an opportunity for an informal hearing. If a hearing is requested, the hearing must be held prior to the termination of assistance.

If the HACH refuses to issue a new Certificate or Voucher because the tenant owes the HACH money, the tenant may elect to continue to reside in the same unit with housing assistance.

The HACH may at any time terminate program assistance for a participant, for any of the following grounds:

1. If the family violates any family obligations under the program.
 - a. The family must supply any information that the HACH or HUD determines is necessary in the administration of the program.
 - b. The family must supply any information requested by the HACH or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
 - d. The family must disclose and verify social security numbers.
 - c. Any information supplied by the family must be true and complete.
 - e. The family is responsible for an HQS breach caused by any of the following:
 - 1) The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - 2) The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - 3) Any member of the household or guest damages the dwelling unit or premises (damages beyond ordinary wear and tear).

If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any HACH-approved extension).

If the family has caused a breach of the HQS, the HACH must take prompt and vigorous action to enforce the family obligations. The HACH may terminate assistance for the family.

- f. The family must allow the HACH to inspect the unit at reasonable times and after reasonable notice.
- g. The family may not commit any serious or repeated violation of the lease.
- h. The family must notify the HACH and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.
- i. The family must promptly give the HACH a copy of any owner eviction notice.
- j. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- k. The family must promptly inform the HACH of the birth, adoption or court-awarded custody of a child. The family must request HACH approval to add any other family member as an occupant of the unit.
- l. The family must promptly notify the HACH if any family member no longer resides in the unit.
- m. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
- n. The family must not sublease or let the unit.
- o. The family must not assign the lease or transfer the unit.
- p. The family must supply any information or certification requested by the HACH to verify that the family is living in the unit.
- q. The family must not own or have any interest in the unit.
- r. The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- s. The members of the family may not engage in drug-related criminal activity, or violent criminal activity.

- t. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicate federal, State or local housing assistance program.
2. If any member of the family has ever been evicted from public housing.
3. If an HACH has ever terminated assistance under the certificate or voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity, or other criminal activity.
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the family currently owes rent or other amounts to the HACH or to another HACH in connection with Section 8 or public housing assistance under the 1937 Act.
7. If the family has not reimbursed any HACH for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
8. If the family breaches an agreement with the HACH to pay amounts owed to an HACH, or amounts paid to an owner by an HACH. (The HACH, at its direction, may offer a family the opportunity to enter an agreement to pay amounts owed to a HACH or amounts paid to an owner by an HACH. The HACH may prescribe the terms of the agreement.)
9. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
10. If the family has engaged in or threatened abusive or violent behavior toward HACH personnel.

In any case where the HACH decides to terminate assistance to the family, the HACH must give both the family and the owner a 30-day written termination notice which states:

The reasons for the termination;

The effective date of the termination;

The family's right to request an informal hearing; and

The family's responsibility to pay the full rent to the owner if it remains in occupancy after the termination effective date.

C. TERMINATION OF SECTION 8 ASSISTANCE FOR DRUG RELATED OR VIOLENT CRIMINAL ACTIVITY

A family must not engage in drug related criminal activity or other criminal activity, including criminal activity by any family member while participating in the program.

“Drug-related criminal activity” means:

The illegal use, or possession for personal use, the manufacture, sale or distribution, or the possession with intent to manufacture, sell or distribute, a controlled substance (as defined in the Controlled Substance Act);

The use or possession (other than with intent to manufacture, sell or distribute), of a controlled substance must have occurred within one year before the date that the HACH provides notice to an applicant or participant of the HACH's determination to deny admission or terminate assistance.

Denial of program participation due to violent criminal activity and drug related criminal activity will be based on the following:

HACH denies participation in its assisted housing programs to an applicant family if any member of the family is a person who was convicted of a violent criminal activity or a drug related criminal activity during the five years prior to the date the initial interview is conducted.

If the conviction was due to illegal use or possession for personal use of a controlled substance, HACH may not deny participation unless the conviction occurred within one year of the date that HACH provides notice to the family of the denial. In such cases, even when the conviction occurred within one year, HACH additionally does not deny participation if the family member:

1. Certifies that he or she does not currently use or possess controlled substances, and
2. Is currently enrolled in or has successfully completed a drug rehabilitation or treatment program.

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 of another.

As a measure to determine whether the person has violated this family obligation, one of the following situations must be present:

There has been an arrest for engaging in drug related criminal activity or violent criminal activity (as defined above), including criminal activity by any family member, which resulted in a conviction within the last 60 months; or

There has been an arrest within the prior 12 months for engaging in drug related criminal activity or violent criminal activity (as defined above), including criminal activity by any family member, which did or did not result in a conviction within the last 60 months; or

The family has been evicted from subsidized housing (including, but not limited to Public Housing and housing subsidized under the Section 8 Certificate, Housing Voucher or Moderate Rehabilitation programs); for engaging in drug related criminal activity or violent criminal activity (as defined above), including criminal activity by any family member;

The HACH has acquired/been presented with a preponderance of evidence that the family, including any family member, is engaging in drug related criminal activity or violent criminal activity (as defined above); regardless of whether the family member has been arrested or convicted.

Definition of Preponderance of Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; the greater weight and degree of credible evidence; that degree of proof that is sufficient to satisfy the hearing officer, to a reasonable certainty of the evidence or truth, of the facts to be proved.

Credible Evidence

Worthiness of Belief: Evidence that is trustworthy and entitled to be believed.

One who is entitled to be believed, on account of his good reputation and on account of his intelligence, knowledge of the circumstances, and disinterested relation to the matter in question.

One who is credibly informed, when having no direct personal knowledge of the matter in question, one has derived one's information in regard to it from authentic sources or from the statements of persons who are not only "credible" in the sense of being trustworthy, but also are informed as to the particular matter or conversant with it.

Credible evidence would be provided by such sources as the police and the court system. Testimony from neighbors, when combined with other evidence, could be used towards determining whether a preponderance of evidence existed.

Situations which would add to preponderance of evidence include, but are not limited to, drug raids, drugs found in the dwelling unit, evidence which is tied to the activity, arrest warrant issued, etc.

Applicants

The HACH is not obligated to seek out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will consist of routine inquiries of the family and the information provided to the HACH by the applicant family or by any other reliable source, either

in response or voluntarily. The application form will contain standardized questions regarding drug-related criminal activity or violent criminal activity, the applicant shall answer.

Whenever a participant is notified of termination from the program or when an applicant is denied benefits the participant/applicant is advised of their right to an informal hearing/review. In the case of termination for illegal drug related activity, the participant/ applicant may offer documentation that she/he is in recovery and submit objective evidence and documentation that they are not illegally using a controlled substance.

Documentation could include:

- (a) Verification from a reliable drug treatment counselor or program administrator stating that the applicant is in the treatment, complying with the requirements of the treatment program and not currently using a controlled substance;

Objective evidence could include but is not limited to information obtained in screening such as statements of the applicant or landlord, home visit reports, police reports, or claims by the applicant seeking consideration of mitigating circumstances.

The term "reliable" is used solely to address the concern that housing providers should not have to rely on the expertise of persons who have demonstrated a pattern of providing inaccurate or unreliable information.

- (b) Verification from a self help program (*e.g.*, Narcotics Anonymous, Transitional Living Center, the Shoulder) stating that the applicant is participating in their program, how long the applicant has been participating, and is not currently using a controlled substance;
- (c) Verification from a probation or parole officer that the applicant has met or is meeting the terms of probation or parole with respect to illegal use of a controlled substance;

If applicants have been arrested for drug related crimes, the terms of their probation or parole very often require drug testing, so such a verification is worthwhile.

- (d) A voluntary interview with a substance-abuse screening team made up of local professions.

Confidentiality of Criminal Records

The HACH will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

All criminal reports, while needed, will be housed in a locked file with access limited to individuals responsible for screening and determining eligibility for initial and continued assistance and to the upper level Section 8 management.

Misuse of the above information by any employee will be grounds for termination of employment, in addition to legal penalties for misuses.

If the family is determined eligible for initial or continued assistance, the criminal report shall be shredded as soon as the information is no longer needed for eligibility or continued assistance determination.

If the family's assistance is denied or terminated, the criminal record information shall be shredded immediately upon completion of the review or hearing procedures and a final decision has been made.

The HACH will document in the family's file the circumstances of the criminal report and the date the report was destroyed.

D. \$0 ASSISTANCE TENANTS

As stated above, \$0 assistance tenants may remain on the program for the regulatory time period (currently 180 days) from the effective date that the HAP decreased to \$0 assistance.

If the family's Total Tenant Payment is sufficient to pay the full gross rent and the regulatory time period (180 days) has elapsed since the HACH's last HAP payment was made, the family's assistance is terminated.

There is no requirement for a new lease and contract, at time of re-examination, unless the owner offers the tenant a new lease.

However, if the owner requests a rent increase during this 180 day period, and the rent increase would cause the HACH to resume HAP payments, or if at time of re-examination, the tenant had a loss of income and the HAP payment would be greater than \$0, the subsidy payments would be resumed.

If payments are resumed, there would be an interim adjustment and a Contract and Lease Amendment Agreement would be processed, listing the new amounts of tenant rent and HAP.

When the regulatory time period (currently 180 days) has been reached, the owner should be notified of the termination of the HAP Contract, in accordance with the HAP Contract. The termination of assistance payments is to be coordinated to become effective on the expiration of the regulatory time period (currently 180 days) of \$0 HAP not necessarily the anniversary date).

The HACH may be liable for unpaid rent and damages during this period (for pre-1995 contracts). The HACH also must perform all of the duties and responsibilities normally required, such as re-examinations and inspections.

The tenant will be notified of their rights to remain on the program at \$0 assistance for (the regulatory time period (currently 180 days)).

Also, if the tenant wants to move to another unit during this period, the HACH would not execute a new HAP Contract for the new unit at \$0 assistance. If there would be assistance (because of a higher rent, for example), the HACH could execute a new HAP Contract.

If they move to another unit, where the HAP is greater than \$0, the \$0 assistance provisions are no longer in effect, because a HAP is being paid on the new unit.

E. REPLACEMENT OF PROGRAM PARTICIPANTS

As program participants leave the program, either voluntarily or involuntarily housing assistance is terminated. The participant's Voucher number returns to the pool of available Certificate or Voucher numbers for re-issuance to another potential participant in the following order:

- 1) To the next program participant who is listed on the waiting list for a certain type of housing assistance.
- 2) To the next applicant on the Section 8 waiting list.

F. FAMILY MISREPRESENTATION

If the family has committed fraud in connection with the Section 8 Existing Housing Program, the HACH may terminate assistance and cancel the Contract.

In addition, if the family has misrepresented income, assets, or allowances and deductions, which would have caused the HACH to pay more than the required amount of subsidy, the HACH will make every effort to recover any overpayments made as a result of tenant fraud or abuse. The HACH may take administrative action, legal action, or refer the matter to the HUD Inspector General.

G. OWNER MISREPRESENTATION

If the landlord has committed fraud or misrepresentation in connection with the Section 8 Existing Program, the HACH will give notice to terminate the Contract and review the circumstances and the family's involvement to determine if the family is eligible for re-certification.

The HACH shall make every effort to recover any overpayments made as a result of landlord fraud or abuse.

Possible action may include:

- Administrative action
- Legal action
- Referral to the HUD Attorney General's office
- Refusal to enter into other HAP contracts.

H. OWNER FAILS TO CORRECT HQS ITEMS

If the HACH has found it necessary to terminate the HAP Contract due to the owner's failure to respond to notification that a unit no longer meets the minimum Housing Quality Standards and the current Section 8 tenant has found it necessary to move in order to continue receiving assistance, the HACH will not approve the failed unit for a Contract with a new Housing Voucher for a minimum of 30 days, and upon receiving assurances from the owner that they will fulfill the requirements of the minimum Housing Quality Standards in the future.

I. CHANGE IN OWNERSHIP

The HACH must receive a written request by the owner in order to make changes regarding who is to receive the HACH's rent payment and/or the address at which payment is to be sent.

The HACH will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Recorded Deed showing the transfer of title. The HACH will update its files and records to reflect the new information received.

Documentation Requirements for Change in Ownership:

1. Notification letter from old owner identifying the date of transfer of property and the name and address of the new owner.
2. Recorded Deed from new owner.
3. Completed Owner Information form and IRS form W-9.
4. New owner execution of HAP Contract and Lease Amendment Agreement.
5. Management Agreement (if applicable).

XXI. MOVE-OUT INSPECTIONS

Move-out inspections are conducted after the tenant moves out of the unit at the request of the owner, and should not be done while the tenant is still cleaning the unit.

The HACH will attempt to get both parties, the tenant and the owner, to attend the move-out inspection. Both will be notified as to when the inspection will take place.

The HACH will conduct a move-out inspection to substantiate the damage claim, if applicable to a pre-1995 contract.

The owner must request a move out inspection in order to submit a Special Claim pursuant to the pre-1995 HAP contract. If the HACH cannot schedule the inspection prior to re-rental of the unit, the owner may submit the claim with photographic documentation.

The HACH is still obligated to process the claim if a move out inspection was requested but not conducted, unless the owner stated in writing that there were no damages and the inspection was not necessary.

XXI. OWNER CLAIMS

The Conforming Rule Part II introduced new HAP contracts for use in the Section 8 Certificate and Housing Voucher programs. The New contracts delete the provisions concerning compensation to owners for tenant caused damages to the assisted dwelling, tenant unpaid rent and vacancy loss.

Owners who have executed the new contracts with the HACH, do not have any entitlement to compensation from the HACH for tenant damages, tenant unpaid rent and vacancy loss.

Owners with assisted tenants under the old HAP contract continue to be eligible for compensation for the above pursuant to the provisions in their HAP contract.

The following is a description of the process in which the HACH will process owner claims resulting from claims made pursuant to the provisions in the applicable Certificate or Housing Voucher program HAP contract.

As part of the HAP Contract, owners can make "special claims" for damages, unpaid rent, and vacancy loss after the tenant has vacated the unit. Vacancy Loss cannot be claimed in the Voucher Program.

Owner claims for payment of unpaid rent, damages or vacancy loss under the Section 8 Existing Program are reviewed for accuracy and completeness, and compared with internal records on the unit such as initial inspection report and on-site move-out inspection (or pictures if a move-out inspection cannot be scheduled before the next tenant moves in).

The HACH shall review the tenant file to ascertain if the family gave proper notice to vacate the property.

Although the HACH will make payments on behalf of the tenant, the tenant is ultimately responsible for any damages, unpaid rent, or vacancy loss paid by the HACH to the owner. The tenant will need to repay the HACH (or sign a Repayment Agreement) if she/he wishes to continue to participate in the program.

A. UNPAID RENT

To claim unpaid rent under the pre-September 1995 HAP contract, the landlord must have informed the HACH that the tenant has not paid their portion of rent in the month that payment was omitted, and has taken reasonable action provided under the Contract and Lease to remedy the situation. Unpaid rent claims for the months prior to the month in which move-out occurs will not be approved unless notification was received, and is part of the file records.

B. DAMAGES

All claims for damages rent under the pre-September 1995 HAP contract must be supported by the actual bills for repairs, both materials and labor, with a copy of the canceled checks showing payment. Estimates for repairs or replacement of items are not acceptable. Bills from individuals providing labor must include their name, address and phone number. The landlord may not bill himself for labor, since that is not considered by the HACH to be an "actual cost." However, the actual cost of the owner's personnel such as the caretaker, maintenance man etc., to make repairs may be included.

The Department will consider any physical damages to the dwelling unit caused by the tenant, or tenant's invited and/or uninvited guests. General maintenance items, normal wear and tear, and routine make ready costs are not considered as damages.

In general, cleaning and removal of trash is not considered as damage, unless the cleaning or trash removal is considered excessive.

C. VACANCY LOSS

To claim vacancy loss under the pre-September 1995 HAP contract, the landlord must meet the minimum requirements of having notified the HACH of the vacancy. Vacancy loss is applicable to Certificate Program only.

No eligible tenant may have been denied housing in order for an owner to claim vacancy loss except for good cause.

The Conforming Rule, Part II, effective October 2, 1995, eliminates Vacancy Loss where the landlord has executed the new (9/95) HAP Contract with the HACH. Under the provisions of the 9/95 HAP Contract, no vacancy loss payments may be made to landlords. The HACH must honor any pre-September 1995 contracts in existence with landlords unless the landlord has switched to the 9/95 HAP Contract.

The pre-September 1995 HAP Contract provides that in the cases where the family "skips out," *i.e.*, vacates the assisted unit in violation of the lease agreement, the landlord may retain the Housing Assistance payments received for the month in which the vacancy occurred. (For example, if the family "skips out" on October 14, the landlord may keep the HAP payment for the full month of October).

If the vacancy is a result of a scheduled termination of tenancy (*i.e.*, mutual rescission, proper 30-day advanced written notice to HACH and Landlord, or eviction, the Landlord is only entitled to the HAP for those days the family occupied the assisted unit. In the case of eviction, the Landlord is entitled to HAP until the family voluntarily moves or is evicted from the assisted unit.

D. PROCESSING CLAIMS

A Special Claim for compensation of tenant unpaid rent, tenant caused damages and vacancy loss may be filed by the owner/or agent for the owner, who is participating in the Section 8 program.

The owner must immediately notify the Section 8 Department of the vacancy.

The owner must notify the Section 8 Department of their intention to file a Special Claim within five days of the vacancy.

The owner must request a move out inspection within five days of the vacancy.

The owner/agent must submit an itemized list, in writing, of those items to be considered as damages that were caused during the participant's tenancy.

A claim can only be filed after the family has vacated the unit, not during tenancy.

If the landlord terminates the lease agreement, and the tenant fails to vacate the unit by the date of termination, the owner must show evidence of the court eviction. The owner must notify the Housing Authority of the date the court has given the tenant to vacate the premises.

The owner must show evidence of an attempt to collect amounts owed for damages from the tenant. The owner should at least send a letter to the tenant's last known address. The owner is to mail the request for payment, to the tenant, by certified mail with a request for a return receipt. A copy of the letter and certified receipt must be submitted with the claim.

In the Housing Voucher Program, the owner should have collected a Security Deposit not to exceed one months rent. The minimum amount of Security Deposit to be collected from the tenant is \$50.00. {Note: This amount will be deducted from the maximum amount of HAP liability for damages and unpaid tenant rent. }

If the Security Deposit is insufficient to cover the owner, for tenant unpaid rent or other amount(s), which the family owes under the lease, the owner, may claim reimbursement from the HACH for an amount not to exceed the lesser of the following:

- 1) the amount owed the owner, for tenant unpaid rent and tenant caused physical damages to the assisted dwelling, or

- 2) for the Certificate Program two months contract rent minus, in either case, the greater of the Security Deposit the owner actually collected, or could have collected under the program. Any reimbursement must be applied first toward any unpaid tenant rent due under the lease, and then to any other amounts owed. Reimbursement for tenant unpaid rent for the period after the family vacates the assisted unit is not permitted.
- 3) for the Voucher Program, Claims are limited to one month's contract rent minus, in either case, the greater of the Security Deposit actually collected or \$50.00 Any reimbursement must be applied first toward any unpaid tenant rent due under the lease, and then to any other amounts owed.
- 4) reimbursement for tenant unpaid rent is not permitted for the period where the occupancy is not covered by the HAP contract *i.e.*, prior to the effective date of the contract or after the termination of the HAP contract.

The Claim form must be completed, dated, and signed by the owner or owner's agent before submitting to the HACH.

An owner who evicts a family may be entitled to receive vacancy loss payments if the owner complies with the termination provisions of the HAP contract and State and local laws.

If the family vacates in accordance with the lease (*i.e.*, gives proper notice or mutual rescission of the lease), no vacancy loss claim can be made.

To be eligible for a vacancy loss payment, the owner must:

- 1) immediately notify the HACH of the vacancy;
- 2) take all feasible actions to fill the vacancy, request the HACH to refer eligible applicants;
- 3) not reject any eligible applicants, except for good cause;
- 4) not be eligible for payments for vacated unit from some other source, *i.e.*, family's security deposit.

NOTE: THE HACH RESERVES THE RIGHT TO REQUIRE A COURT ORDERED JUDGEMENT IN THE EVENT OF UNRESOLVED DISPUTES BETWEEN THE TENANT AND LANDLORD.

When the HACH receives a claim for unpaid rent, damages, or vacancy loss, it will be reviewed and the HACH will send a notice to the prior tenant, advising that such a claim is pending. Written notice shall be sent to the tenant's last known address.

The notification will state the amount and type of claim made, and advises participants of their right to dispute the claim within the time specified in the notice (ten (10) working days).

If the claim is disputed, the HACH will set up an informal settlement conference and inform both the family and the owner of the meeting (to be held at a time convenient to both parties).

Failure on the part of either the owner or tenant to attend the meeting will necessitate the HACH making the decision based on the evidence submitted and the inspection reports.

At the conclusion of the settlement conference, the HACH will review the documentation and determine the validity and amount, if any, of the claim. Within five working days, the HACH will submit the written determination to both parties.

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the security deposit (including any interest accrued under State or Local law) which an owner could have collected under the program rules. The balance will be calculated using HUD methodology.

Proof or verification that the owner has attempted to collect any monies owed directly from the tenant must be submitted with the damage/vacancy loss claim. Landlords are to mail said request for payment by Certified Mail - Return Receipt Requested to tenant's last known address with a request for the Post Office to "Please Forward."

Costs of filing eviction and forcible entry and detainer action to remove tenant from premises, when they have violated their lease, shall not be considered a "damage" to said unit, and should not be included in the listing of said damages for reimbursement.

All unpaid rent, damage, and vacancy loss claims must be submitted within 90 days of the date of move-out. Claims for reimbursement of unpaid tenant rent, tenant damage and vacancy loss received after 90 days of the date of move out will not be eligible for payment.

If the Security Deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts which the family owes under the lease, the owner may request reimbursement from the HACH up to the program limits.

Once the payment is made to the owner, the HACH will inform the family of the payment and of the family's responsibility to reimburse the HACH for the payment made on their behalf.

The participant will be informed of the possible effect on transfer rights and future program participation, if payment is not made within the time specified by the HACH.

The HACH, depending on the tenant's past history of Repayment Agreements with the HACH, may or may not enter into a Repayment Agreement with the participant, for repayment of the amount owed. The HACH may request repayment in full, as a lump sum.

Nonpayment of monies owed to the HACH may result in termination from the Section 8 Program and may effect the tenant's possibility of participating in the Section 8 program, in the future.

XXIII. COMPLAINTS AND APPEALS

The HACH responds promptly to complaints by families or owners, and investigates each complaint. Each complaint regarding the physical condition of the units may be reported by phone to the appropriate Housing Counselor. Anonymous complaints, in writing, are checked whenever possible.

A. APPEALS BY APPLICANTS

Appeals by applicants concerning the HACH determination denying assistance (including denying listing on the waiting list and participation in the program for issuance of a Certificate or Voucher) are handled by Informal Review as outlined in 24 CFR 882.216(a), and further defined in the HACH Policy and Procedure for conducting Informal Reviews and Informal Hearings, in the Section 8 programs.

B. POLICY AND PROCEDURES FOR CONDUCTING INFORMAL REVIEW AND INFORMAL HEARING

The purpose of these procedures is to provide an opportunity to an applicant who applies for participation in the HOUSING AUTHORITY OF THE CITY OF HOUSTON's Section 8-Existing Housing Program for an informal review of the Housing Authority's decision denying listing in Section 8-Existing Housing Program's Waiting List, issuance of a Certificate of Family Participation, or participation in the program.

The procedures also provide a participant family in Section 8-Existing Housing Program an opportunity for an **informal hearing** to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations, and the Housing Authority's rules.

1. Definitions

“HACH” shall mean the Housing Authority of the City of Houston.

“HUD” shall mean the Department of Housing and Urban Development.

“APPLICANT” shall mean a person who makes an application for participation in the HACH's Section 8-Existing Housing Program.

"PARTICIPANT FAMILY" shall mean a family who is admitted and is participating in the HACH's Section 8-Existing Housing Program.

"CERTIFICATE OF FAMILY PARTICIPATION" / "HOUSING VOUCHER" / "STATEMENT

OF FAMILY RESPONSIBILITY" means a certificate/housing voucher issued by the HACH declaring a family to be eligible for participation in Section 8-Existing Housing Program, and stating the terms and conditions for such participation.

“DOCUMENTS” shall include records and regulations.

"INFORMAL REVIEW" shall mean the informal review of HACH's decision on an applicant's application for participation in the HACH's Section 8-Existing Housing Program.

"INFORMAL HEARING" shall mean the informal hearing of HACH's decision affecting participant family in HACH's Section 8-Existing Housing Program in accordance with the procedures outlined below.

"INFORMAL REVIEW OFFICER" shall mean a person designated by the HACH, in accordance with the rules specified in these procedures, to informally review HACH's decision on an applicant's application for participation and give his/her decision.

"INFORMAL HEARING OFFICER" shall mean a person designated by the HACH, in accordance with the rule specified in these procedures, who conducts an informal hearing and gives his/her decision on the HACH's decision affecting participant family.

DISPLACED FAMILY is a family in which each member or sole member is a person displaced by governmental action. A family displaced by a disaster recognized by the Federal government, which extensively damaged or destroyed their dwelling. Displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a declared disaster or otherwise formally recognized under federal disaster relief laws. Governmental action is defined as Federal, State, or Local government.

“SPOUSE OF HEAD” means the husband or wife of the head. For proper application of the Non-Citizens Rule, the definition of spouse is: *“the marriage partner who, in order to dissolve the relationship, would have to be divorced.”* It includes the partner in a common law marriage. The term *“spouse”* does not apply to boyfriends, girlfriends, significant others, or co-heads.

“CO-HEAD” is an individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

2. Informal Review

The HACH shall conduct an informal review, provided the applicant submits a proper request for an informal review within the time allowed.

Procedure to Obtain Informal Review of HACH's Decision on Application for Participating in Section 8-Existing Housing Program:

- The HACH shall give an applicant prompt written notice of a decision denying assistance to the applicant or a decision denying listing on the HACH waiting list, issuance of a Certificate or Family Participation, Housing Voucher or Statement or Family Responsibility and participation in the program within ten (10) calendar days from the date of the decision. The denial or delay of Housing Assistance to applicants because of the immigration status of a family member is addressed in the Informal Hearing provisions section of this plan.
- The notice shall contain a brief statement of the reason(s) for the decision, that the applicant may submit a signed written request to the HACH for an informal review of the decision if he/she disagrees with the decision, and that the request must be made within fifteen calendar days from the date of the notice, and that the applicant should have proof of making the request.
- The HACH may or may not conduct an informal review, if the applicant fails to submit his/her request within the time stipulated. If the request is not submitted timely, it shall mean that the applicant waived his/her right to request an informal review.

Informal Review Officer

- (a) The HACH shall designate any person or persons as the review officer(s). The power to designate any person or persons as review officer or review officers shall vest in the HACH.
- (b) The person or persons designated as the review officers shall not be the person who made or approved the decision under review or a subordinate of such person.

The Informal Review

- (a) The proceedings of the review shall be informal and confined to factors relating to eligibility for issuance of a Certificate of Family Participation and to decide if the decision denying assistance to the applicant is justified or not.
- (b) The HACH shall notify the applicant of the date, the time, and the place of conducting the informal review at least a week prior to the date of the review, that the Applicant has fifteen calendar days from the date of the notice to request a review, and that the applicant should retain proof of making the request.
- (c) The applicant shall have the right to present his/her objections either orally or in writing.

The Decision

- (a) The review officer or officers shall decide whether the decision denying assistance to the applicant was justified and according to the federal regulations and rules of the HACH. This final decision shall be given within seven calendar days from the date of the review.

- (b) The HACH shall promptly notify the applicant in writing of the final decision, and a brief statement of the reasons for the final decision. In no case shall the decision take more than 14 calendar days.

Decisions Not Open for Informal Review

HACH is not required to provide an opportunity for an informal review in the following determinations by the HACH.

- (a) Discretionary administrative determinations by the HACH, general policy issues or class grievances.
- (b) Determinations of the number of bedrooms entered on the Certificate of Family Participation under the standards established by the HACH in accordance with 24 CFR, Sec. 882.209(b)(2).
- (c) Determination that a unit located by a certificate holder does not comply with the HACH's Housing Quality Standards established in accordance with 24 CFR, Sec. 882.109, or the determination not to approve the lease for the unit.
- (d) Decision not to approve a request by a certificate holder for an extension of the term of the certificate.

C. SPECIAL REVIEW PROCEDURES WHEN A FEDERAL PREFERENCE CLAIM IS DENIED

1. Definition

Federal preference is the preference given by the HACH to families that are otherwise eligible for assistance, but at the time of seeking housing assistance are involuntarily displaced, living in substandard housing, or paying more than 50 percent of family income for rent.

2. Duties and Responsibilities of the HACH

- (a) If the HACH determines that an applicant does not meet the criteria for receiving a federal preference, the HACH shall promptly provide the applicant with written notice of the determination.
- (b) The notice must contain a brief statement of the reasons for the determination. The notice must also state that the applicant has the right to request a review of the adverse determination, that the applicant has fifteen (15) calendar days from the date of the notice to request a review, and that the applicant should retain proof of making the request.

- (c) If the applicant requests a review of the determination that she/he does not meet the criteria for receiving a federal preference, the HACH shall designate an officer to meet with the applicant and review the determination.

3. The Review Officer

- (a) The HACH has the right to designate any person or persons as the review officer or officers. The designated officer or officers can be an employee of the HACH, including the person who made or reviewed the determination or his or her subordinate.
- (b) The review officer or officers shall give a written notice to the applicant for a federal preference, scheduling the date, the time, and place of the meeting to review the HACH determination that she/he does not meet the criteria for receiving a federal preference.
- (c) The review officer or officers shall meet with the applicant on the date fixed, receive or hear the objections, oral or documentary, of the applicant, and review the HACH's determination denying federal preference to the applicant. The review officer or officers will examine all the information submitted by the applicant to show that she/he qualifies for a preference, the criteria set down under the HUD regulations, and the HACH rules for receiving federal preference, and decide if the denial of federal preference is justified or not.
- (d) The decision after review shall be communicated to the applicant promptly.
- (e) The applicant must be informed in writing that he may exercise other rights if he or she believes that he or she has been discriminated against on the basis of race, color, religion, gender, national origin, age, or disability.
- (f) Administrative review requirements apply only to whether the Applicant meets the criteria for a preference. They do not apply to the system for applying preference or alternate definitions.

D. INFORMAL HEARING ON HACH DECISION AFFECTING PARTICIPANT FAMILY

- 1. The HACH shall give a participant in the HACH's Section 8-Existing Housing Program an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the family are in accordance with law, HUD regulations, and HACH rules in the following cases:
 - (a) A determination of the amount of the total tenant payment or tenant rent (not including determination of the HACH's schedule of utility allowances for families in the HACH's Section 8-Existing Housing Program).
 - (b) A decision to deny or terminate assistance on behalf of the participant.

- (c) A decision to delay or deny assistance to an applicant because of the immigration status of a family member as defined in 24 CFR Sec. 812.9.
- (d) A determination that a participant family is residing in a unit with a larger number of bedrooms than appropriate under the HACH's standards (prescribed under 24 CFR Sec. 882.209(b)(2) and 882.213), and HACH's determination to deny the family's request for an exception from the standards.
- (e) In the case of an assisted family which wants to move to another dwelling unit with continued participation in the HACH program (under 24 CFR, Sec. 882.209(m)(1)), a determination of the number of bedrooms entered on the certificate or housing voucher under the standards established by the HACH (according to 24 CFR, Sec. 882.209(b)(2)).

2. Exempt Decisions

HACH is not required to provide an opportunity for an informal hearing in the following cases:

- (a) To review discretionary administrative determinations by the HACH, or to consider general policy issues or class grievances.
- (b) To review the HACH's determination that a unit does not comply with the HACH's Housing Quality Standards, established in accordance with Section 882.109 that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
- (c) To review a decision by the HACH to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner under Section 882.211(c).
- (d) To review the HACH's decision not to approve a family's request for an extension of the term of the Certificate issued to an assisted family which wants to move to another dwelling unit with continued participation in the HACH's Section 8-Existing Housing Program.

3. Notice to Participant

- (a) When decisions are made by the HACH, the HACH shall give the participant prompt written notice of the decision made.
- (b) The written notice shall contain a brief statement of the reasons for the decision, and a statement that, if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from receipt of the notice.

- (c) When the HACH determines the amount of the Total Tenant Payment or the Tenant Rent described in Section III A(1), or determines the number of bedrooms entered on the Certificate of an assisted family, which wants to move to another dwelling unit, the HACH shall give the participant prompt written notice, that she/he may ask for an explanation on the basis of the HACH determination, and that if the participant does not agree with the determination, the participant may request an informal hearing of the decision within ten calendar days from receipt of the notice.
- (d) If the HACH has decided to terminate Housing Assistance Payments on behalf of a participant under an outstanding contract, the HACH shall give the participant prompt written notice of such decision stating therein that the participant shall be afforded the opportunity for an informal hearing before the termination of housing assistance payments
- (e) The written notice shall also contain the date, the time, and the place where the informal hearing will be conducted. The date fixed shall be at least ten calendar days prior to the date of termination of housing assistance payments.
- (f) The HACH may or may not conduct an informal hearing if the participant does not request an informal hearing within the time fixed herein to do so. If the request is not submitted timely, it shall mean that the participant waived his/her right to request an informal hearing.

4. The Hearing Officer

- (a) The HACH will designate any person or persons as hearing officer or hearing officers to conduct the informal hearing. The power to designate hearing officer or officers shall rest solely with the HACH.
- (b) The hearing officer can be any person other than a person who made or approved the decision under review, or a subordinate of such person.
- (c) If the HACH designates more than one person as hearing officer to conduct an informal hearing, the number of hearing officers should be three or more and the decision of the majority shall prevail.

5. Rights of the Participant

- (a) The participant can either appear in person at the hearing, or can be represented by an attorney or other representative at his/her own expense.
- (b) The participant shall have the right to present evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.

- (c) The client shall have the right to pre-hearing discovery of HACH documents, to examine and copy documents in the possession of the HACH, at the client's expense and within 5 days in advance of the scheduled hearing.
- (d) The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
- (e) The client shall have the right to arrange for an interpreter to attend the hearing, at the client's expense.
- (f) The client shall have the right to have the hearing recorded by audiotape at the client's expense.
- (g) The client shall have the right to seek redress directly through judicial procedures of the court.

6. Rights of the HACH

- (a) The HACH can be represented by a attorney, or any other representative in the informal hearing.
- (b) The HACH can introduce evidence, both oral and documentary, without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- (c) The HACH shall have the right to question any witness examined in the informal hearing and to make final submissions.
- (d) The HACH shall have the right and must be given the opportunity to pre-hearing discovery, at HACH offices, of any family documents directly relevant to the hearing. The HACH must be allowed to copy any such document at HACH's expense. If the family does not make the document available for examination on request of the HACH, the family may not rely on the document at the hearing.

7. The Informal Hearing

- (a) The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
- (b) If the participant who requested the informal hearing fails to appear at the hearing on the date fixed for hearing without any request for an adjournment on strong grounds, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration. The hearing officer may or may not allow an application for adjournment.
- (c) The participant will begin his/her case by introducing documents she/he relies on and by oral testimony of witnesses in support of his/her contention.

- (d) The HACH will then begin its defense by introducing documents it relies on and by taking oral statements from witnesses, if necessary, in justification of its decision.
- (e) The participant and the HACH will then close their cases and make final submissions, if they choose to, prior to the decision.

8. The Decision

- (a) The hearing officer will consider the evidence introduced by the parties and give such evidence due weight.
- (b) Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
- (c) The decision shall be in writing and based on the facts established, HUD regulations, HACH rules, and the law applicable.
- (d) The decision shall clearly state the reasons on which the decision is arrived.
- (e) A copy of the decision shall be furnished promptly to the participant, but in no case shall the decision take more than 14 calendar days.
- (f) The HACH shall be bound by an informal hearing decision.

E. INFORMAL HEARING DECISIONS NOT BINDING ON HACH

HACH is not bound by a hearing decision on the following matters:

- (a) A matter for which the HACH is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.
- (b) A decision given contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law.
- (c) If the HACH determines that it is not bound by a hearing decision, the HACH shall promptly notify the participant of the determination, and the reasons for the determination.

XXIV. MISSED APPOINTMENTS

A program participant or an applicant, who fails to keep an appointment without notifying the HACH shall be sent a notice of termination of assistance, or a notice of termination from the waiting list respectively. The notice shall be issued for failure to supply required information as determined necessary by the HACH or HUD. Notice of termination of assistance may also be issued for failure to allow the HACH to inspect the dwelling unit at reasonable times and after reasonable notice.

If the tenant appeals a termination letter for missed appointment, an informal hearing must be scheduled. At that hearing, the tenant must submit acceptable documentation or evidence showing why she/he could not appear for the appointment. If the documentation/evidence shows that the tenant could not have reasonably been expected to keep the appointment, another appointment should be scheduled.

No more than two appointments will be granted.

If the missed appointment was for a participant, the termination will be effective upon the first of the month following the missed appointment i.e.:(at least 30 days written notice to the landlord).

BRIEFINGS

Failure to attend a scheduled briefing will result in the tenant's application being returned to the Waiting List Department for action to terminate the applicant record from the waiting list. The applicant must be sent a denial letter advising of their right to an informal review, plus the opportunity to re-apply for Section 8 assistance. Applicants who provide prior notice of an inability to attend a briefing, will be scheduled for the next briefing.

XXV. REPAYMENT AGREEMENTS

Repayment Agreement and Promissory Note are synonymous terms.

Repayment Agreements are executed with families who owe the HACH money. For example, if a tenant did not report a change they were required to report, the HACH must calculate a retroactive payment. The tenant is usually allowed to enter into a Repayment Agreement to pay the HACH back over a period of time.

For example: if the HACH paid an owner a claim for unpaid rent, damages, or vacancy loss, the family must repay the amount in order to get another Voucher.

If the HACH has entered into a Repayment Agreement and the family breaches the agreement, the HACH may terminate the Housing Assistance.

The HACH may deny housing assistance to an applicant, if the family has an outstanding debt to the HACH.

If the program participant refuses to sign a Repayment Agreement for changes in income, family composition, etc., when they were required to report and didn't, in effect, repayment was required and the tenant refused. In this case, the HACH would terminate assistance for fraud, as long as the amount was verified. The HACH may also forward the case to the Regional Inspector General for Investigation.

Prior to referring a case to the Regional Inspector General, the HACH should first discuss the case with the HUD Field Office. As with any action to terminate assistance, the tenant should be given an opportunity for informal hearing prior to the termination of assistance.

Families are considered to have breached the repayment agreement if they are late in making a payment or have missed a scheduled payment.

The HACH will send a 30-day notice of termination of housing assistance to the tenant and owner where the family has missed their schedule payment.

XXVI. MONITORING PROGRAM PERFORMANCE

Monthly statistical reports are maintained and monitored for reviewing the waiting list, the outstanding Certificates and Vouchers, and the Utilization Report to assure achievement of the outreach goal and the leasing schedule.

Changes in monitoring activities are initiated on an as-needed basis, subject to program regulations and funding limitations.

Records for Monitoring HACH Performance

In order to demonstrate compliance with HUD and other pertinent regulations, the HACH will maintain records, reports and other documentation for a time that is in accordance with HUD requirements, and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and/or assess the HACH's operational procedures objectively and with accuracy.

Records and reports will be maintained for the purpose of:

- Demonstrating that at least 98% of families were selected from the Waiting List in accordance with the Administration Plan policies and met the correct selection criteria.
- Determining that at least 98% of randomly selected tenant files indicate that the HACH approved reasonable rents to owner at the time of initial lease-up and before any increase in rent.
- Monitoring HACH practices for obtaining income information, proper calculation of allowances and deductions, and utility allowances used to determine adjusted income for families.
- Demonstrating that the HACH has analyzed utility rates locally to determine if there has been a change of 10% or more since the last time the utility schedule was revised.

- Determining that during the fiscal year the HACH performs supervisory HQS Quality Control Inspections for at least 5% of all units under contract.
- Determining that a review of selected files indicate that for at least 98% of failed inspections, the HACH ensures timely correction of HQS deficiencies, or abates HAPs, or takes vigorous action to enforce family obligations.
- Demonstrating that the HACH provides families and owners information, which actively promotes the de-concentration of, assisted families in low-income neighborhoods.
- Demonstrating that at least 90% of units newly leased have an initial gross rent which does not exceed the FMR, aside from OFTO tenancies, and Voucher Payment standards are not less than 80% of the current FMR/exception rent limit unless otherwise approved by HUD.
- Demonstrating that 90-95% of re-exams are processed on time.
- Demonstrating that less than 2% of all tenant files have rent calculation discrepancies.
- Demonstrating that 100% of newly leased units passed HQS inspections before HAP contract date.
- Demonstrating that the HACH performs annual HQS inspections on time for 98% of all units under contract.
- Demonstrating that the HACH leases 100% of budgeted units during the fiscal year.
- Determining that the HACH has filled 60-79% of its F.S.S. slots.
- Demonstrating that at least 30% of the HACH's F.S.S. participants have escrow account balances.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff audits the following functions:

- 5% of re-examinations
- 5% of new applications
- 5% of claims processed.

XXVII. SPECIAL PROGRAMS

A. Robert Wood Johnson Homeless Families Program

The Housing Authority of the City of Houston has agreed, through a Memorandum of Understanding, to administer Section 8 Certificates in conjunction with the Robert Wood Johnson Foundation's Homeless Families Program.

The U.S. Department of Housing and Urban Development provided 122 Certificates through the Section 8 Existing Housing Assistance Payments Program. The Robert Wood Johnson Foundation is providing two-year foundation grants of \$300,000.00 per year. Section 8 Certificates and financial grants were awarded to nine large U.S. cities to fund the Homeless Families Program.

The Robert Wood Johnson Foundation grants and Section 8 Housing Certificates will support a community wide effort aimed at providing comprehensive health and supportive services, plus often chronic problems; including physical and mental health problems, inadequate education, job training, and a lack of day care and other services.

The Section 8 Certificates, administered by the Housing Authority of the City of Houston, are tenant-based in connection with this initiative. All policies and procedures set forth by the U.S. Department of Housing and Urban Development for the regular Section 8 program will apply.

The Memorandum of Understanding referred to as the "MOU," has been executed between the grantor, City of Houston, and the Housing Authority of the City of Houston. The "MOU" established the policies and procedures to implement this program.

The "MOU" has been incorporated into the Administrative Plan, so that policies for this homeless families program, along with the U.S. Department of Housing and Urban Development regulations, and the Housing Authority of the City of Houston policies and procedures are followed.

The U.S. Department of Housing and Urban Development awarded the following allocation of certificates to Housing for this program:

<u>Bedroom Size</u>	<u># Certificates Allocated</u>
2	81
3	39
4	<u>2</u>
Total	122

The Annual Contributions Contract, which funds the Section 8 Existing Certificates, is to be used in conjunction with the Robert Wood Johnson Foundation Program. The Memorandum of Understanding incorporated into this Administrative Plan outlines the following:

- Eligibility criteria, (MOU, Section 2.01, 2.02, 2.03, 3.06)
- Selection of applications from the waiting list, (MOU, Section 3.04)
- Referral procedures, (MOU, Section 3.05)
- Interim use of certificates, (MOU, Section 3.08)
- Closing of the waiting list, (MOU, Section 2.01 (4))
- Procedure for utilization of turn-over certificates (MOU, Section 4.02).

The Housing Authority of the City of Houston will not bypass its regular Section 8 waiting list in administering this program.

The Robert Wood Johnson Homeless Families Program staff will refer clients to the Section 8 waiting list and the Housing Authority of the City of Houston will refer Section 8 applicants from its waiting list, who claim a federal preference of homeless, to the Robert Wood Johnson Program staff. All program participants must qualify for the federal preference of homeless. The families approved for this program will be issued certificates according to the date and time of their preliminary application for Section 8 assistance.

The Housing Authority of the City of Houston will provide the Robert Wood Johnson Homeless Families Program staff with a monthly update on all families certified for assistance in conjunction with the Homeless Families Program.

Applicants who owe a financial debt to the Section 8 Program will be permitted to enter into a promissory re-payment agreement. Those who owe a financial debt to other HACHs or other Housing Authority programs, will be referred to the HACH or the program where the debt is owed, to clear the problem.

Once under lease, families participating in this program can only be terminated from the Section 8 Program for reasons stated in the Section 8 regulations, 24 CFR 882.210.

Families leased under Section 8 will not be terminated for failure to continue participating in training or services provided by the Robert Wood Johnson Homeless Families Program.

The Housing Authority of the City of Houston's Section 8 waiting list is currently open. The Section 8 waiting list will remain open for the Homeless, in order to fulfill its requirements as identified in the Memorandum of Understanding for the Robert Wood Johnson Foundation's Homeless Families Program.

Certificates will be issued in a timely fashion to eligible homeless applicants as identified in the Memorandum of Understanding.

B. Family Unification Program

The purpose of the Family Unification Program is to assist in unifying families where one of the main barriers in re-uniting a family, or keeping the family together, is the lack of adequate housing.

The Family Unification Program is designed to assist families from the Section 8 waiting list that have been determined eligible as a participating family by the Texas Department of Protective and Regulatory Services, for whom the lack of adequate housing is a primary factor in the imminent placement of the families children in out-of house care, *i.e.*, foster care, or families whose children are currently in conservatorship of Child Protective Services, in licensed care, and whose return to parents or relatives is prevented by a lack of suitable housing.

C. Veterans Affairs Supportive Housing (VASH) Program

VASH is a joint national project of HUD and the Department of Veterans Affairs (VA). The program is designed to enable homeless veterans who are afflicted with severe psychiatric or substance abuse disorders to locate affordable housing in an attempt to return the veteran to mainstream society.

The local VA hospital or clinic refers promising candidates to HACH for determination of income eligibility. HACH issues a Housing Choice Voucher to eligible referrals on the condition that the participant will continue an extensive counseling program and will abide by substance abuse rehabilitation program guidelines.

[In accordance with the VASH program guidelines issued in the March 20, 1992 Federal Register requiring this statement, HACH will not make interim use of VASH vouchers.]

D. Welfare-to-Work Program

HACH received an allocation of funding to specifically serve persons who are in the process of making the transition from welfare to work. In order to identify eligible families and distribute 700 Housing Choice Vouchers to the targeted population, HACH held two separate lotteries. In order to be considered for the lottery each applicant attended a meeting and was present to register and participate in the lottery drawing. All applicants that attended the meeting but not selected were placed on the Section 8 Waiting list for consideration upon receipt of future funding.

E. Mainstream

The Mainstream program provides Section 8 Housing Choice Vouchers specifically to persons with disabilities (elderly and non-elderly) to rent affordable private housing. HACH provides housing assistance to families with disabilities and works jointly with the Houston Center for Independent Living (HCIL) and the Mental Health Mental Retardation Authority of Harris County (MHMRA). These two entities identify and refer families to HACH. Additionally, HCIL and MHMRA work closely with eligible families to identify apartment owners that are willing to accept and work with the mentally and physically challenged as well as provide the participants with appropriate health services on an as needed basis with available resources.

F. Family Self-Sufficiency

The Family Self-Sufficiency Program as defined in Section 554 of the National Affordable Housing Act, *"is to promote the development of local strategies to coordinate use of assisted housing and public and private recourse, to enable eligible families to achieve economic independence and self sufficiency."*

The Family Self-Sufficiency Program will require HACH to coordinate the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation.

The HACH is refining its Action Plan in preparation of implementation of the Family Self-Sufficiency Program.

XXVIII. OPERATING RESERVES

Policy

It shall be the policy of the Housing Authority of the City of Houston to annually set a minimum threshold amount, below which it will not deplete its Earned Operating Reserves.

Procedures

Within 45 days after the beginning of each fiscal year, the Board shall set a minimum positive account balance below, which it will not allow its Earned Operating Reserves to deplete. The amount shall be the higher of 8.3 percent of its (budgeted or prior year) earned administrative fee, or the amount or percentage mandated by the HUD Field Office.

Board Approval Required

Operating expenditures that will deplete the Operating Reserves below the Board or HUD set threshold, will require the Board's approval. As part of its approval, the Board must make an affirmative determination that the expenditures are necessary and reasonable and consistent with the HACH's authorities under State and Local law, and approved by the HUD Field Office.

Board Approval Not Required

Operating Reserve Funds in excess of the threshold minimum may be expended without Board approval as follows:

- The expenditures are necessary and reasonable.
- The expenditures will not reduce the Operating Reserves below the minimum threshold limit.
- The expenditure is not specifically prohibited by HUD's mandate or the Board.

HUD Restrictions

If it appears that the accumulated Earned Administrative Fees will be insufficient to cover the administrative costs or the yearly operating deficits over the term of the Annual Contributions Contracts, the HUD Field Office may prohibit or limit the use of the Operating Reserves for other housing purposes (HUD Handbook 7420,7, 8-2d(3)).

Disclosure

All expenditures from the Operating Reserves will be disclosed on line 78 of the form HUD-52681, Voucher for Payment of Annual Contributions and Operating Statement (year-end settlement statement). Supporting documentation identifying the expenditures will accompany the statement.

XXIX. SECTION 8 HOMEOWNERSHIP

Homeownership Overview

- In accordance with the HUD final Homeownership rule published on September 12, 2000, HACH will offer eligible tenant-based Section 8 Housing Choice Voucher program participants an option of homeownership assistance.
- Eligible applicants must pay a minimum homeowner down-payment of at least three (3) percent of the purchase price of the home for participation in the Section 8 Homeownership Program. At least one (1) percent of the purchase price must come from the family's personal resources.
- Financing for the purchase of a home under the Section 8 Homeownership program must 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.
- The HACH will not limit the number of families that may participate in the Section 8 Homeownership program other than the limitations imposed by available federal funding and the number of eligible applicants and program participants.

Eligibility

- The Section 8 Homeownership program is limited to first time homebuyers. A first time homeowner is defined as any family who has not owned any residential property during the preceding three years (regardless of whether it is the family's principle residence). A single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first time homeowner" for the purposes of this program.

Maximum Level of Income

- For purposes of initial program eligibility the gross family household income may not exceed the applicable HUD published income limits for the family size.

Minimum Level of Income

- The national family income requirement is equal to 2,000 hours of annual full-time employment at the Federal minimum wage. All adult family members must have at least a combined gross family income not less than the minimum income level.

XXIX. History of Full Time Employment

- One or more adult members of the family who will own the home at commencement of the homeownership assistance must be
 - a. Currently employed on a full time basis. Full time is defined as not less than an average of thirty hours per week, and

- b. Continuously employed during the year before commencement of homeownership assistance for the family.
- HACH will apply discretion on a case-by-case basis in determinations of any interruptions considered to break the continuity of employment during the year.
- Self-employment is normally considered employment. The HACH reserves the right to determine if the amount of time spent in the self-employment business is sufficient to satisfy the minimum employment requirement (average of 30 hours per week under this Section).
- The employment requirement does not apply to an elderly family or a disabled family.
- The employment requirement may not apply to a family, other than an elderly and disabled family, where a person with disabilities is a member of the household if the HACH determines that an exemption is needed as a reasonable accommodation.

Mortgage Defaults

- The HACH shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option and has defaulted on a mortgage securing debt incurred to purchase the home.

XXIX. Participation in the Family Self-Sufficiency Program

- Prior enrollment and participation in the HACH Family Self-Sufficiency program is strongly recommended.

Attendance in Homeownership Counseling

- Prior to commencement of homeownership assistance, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by HACH.

Inspection

- The dwelling selected for purchase must pass the HACH Housing Quality Standards inspection.
- The family must select from available certified home inspection firms and hire an independent professional home inspector to inspect the home selected by the family to identify any physical defects and the condition of the major building systems and components. A copy of the inspection report must be provided to the HACH. The purchasing family and the HACH must determine if any pre-purchase repairs are necessary.

Financing

- The family must secure its own financing for the home purchase.
- The family must provide the minimum down-payment as required.
- The family must select a lender to obtain financing of the home purchase. Seller financing is not automatically prohibited, however, seller financing will be reviewed by the HACH and approved on a case by case basis.
- The HACH may disapprove proposed financing, refinancing or other debt if the HACH determines that the debt is unaffordable, or if the HACH determines that the lender or the loan terms do not meet program requirements or HACH qualifications. In making such determinations, the HACH will take into account other family expenses such as childcare, un-reimbursed medical expenses, homeownership expenses, and other family routine expenses and other family debt.

Lender Qualifications

- The HACH reserves the right to review and disapprove a lender selected by the family, if the HACH determines that the lender qualifications or lending practices of the lender are a detriment to the family or the homeownership program.
- The HACH will approve seller financing on a case by case basis.
- Balloon payment mortgages are prohibited.

Payments

- Section 8 homeownership payments shall be made payable to the lender on behalf of the family.

Terms

- Section 8 homeownership payments may be made for a maximum period of fifteen years if the initial mortgage incurred to finance the purchase of the home has a term that is twenty years or longer. In all other cases the maximum term of homeownership assistance is ten years.
- The maximum term of homeownership assistance does not apply to elderly and disabled families.
- A family is limited to the maximum term of homeownership assistance even if the family moves inter-jurisdictionally or moves in exercise of the portability options available under this program.
- At this time the HACH will permit the participant to remain in the Homeownership program for the maximum time allowed by HUD, provided that the client maintains continued program eligibility and remains in good standing. At this time clients are permitted to participate in the Section 8 Homeownership program for a maximum of 10-years. Elderly and Disabled persons are exempt from the maximum term limitation.

Limitations

- Program participants may locate and purchase a home, but are prohibited more than one move by the family during any one-year period.
- Upon request an eligible family may receive a housing voucher for homeownership. The family will have sixty days to select a home for purchase and secure financing for the purchase of the home.
- If the family fails to locate a home or fails to secure financing for the home they have selected within the sixty days allocated for this purpose, the family, upon request, may be approved to receive a housing choice housing voucher for use in the **rental** market.

Transition

- Families may transition from participation in the rental assistance program to the homeownership program. Conversely, families may transition from the homeownership program to the rental

assistance program provided that they have not defaulted on the mortgage of their home.

Minimum Downpayment Requirement

- Eligible applicants or program participants must pay a minimum homeowner down-payment of at least three (3) percent of the purchase price of the home for participation in the Section-8 Homeownership Program. At least one (1) percent of the purchase price must come from the family's personal resources.

Portability

- A family determined eligible by the initial PHA may purchase a unit outside the initial PHA's jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership families.

Homeownership Program Requirements

The prospective participant will be required to:

- Be eligible for the Section 8 program; and
- Be a recipient of a Section 8 Housing Voucher or Certificate; and
- Provide written request to purchase a home; and
- Attend 4-hours of pre-homeownership training and 2-hours of post-homeownership training;
- Comply with HACH and HUD program requirements.

The HACH will provide the prospective participant with:

- Referrals to lenders, and
- Referrals to credit counseling agencies.

The HACH will also educate the Real Estate Community about the HACH Homeownership program.

Part I: Summary

Office of Public and Indian Housing

HA Name: Housing Authority of the City of Houston	Capital Fund Grant Number TX24P0550100	FFY of Grant Approval 2000
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Original Annual Statement Reserve for Disasters/Emergencies X Revised Annual Statement/Revision Number I

Performance & Evaluation Report for Program Year Ending _____ Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost (2)	
		Original	Revised(1)	Obligated	Expended
1	Total Non-CFP Funds	0			
2	1406 Operations	0			
3	1408 Management Improvements	329,500			
4	1410 Administration	547,000			
5	1411 Audit	0			
6	1415 Liquidated Damages	0			
7	1430 Fees and Costs	476,928			
8	1440 Site Acquisition	0			
9	1450 Site Improvements	853,922			
10	1460 Dwelling Structures	3,884,102			
11	1465.1 Dwelling Equipment-Nonexpendable	219,719			
12	1470 Nondwelling Structures	55,358			
13	1475 Nondwelling Equipment	0			
14	1485 Demolition	0			
15	1490 Replacement Reserve	0			
16	1492 Moving to Work Demonstration	0			
17	1495.1 Relocation Cost	140,207			
18	1498 Mod Used for Development	0			
19	1502 Contingency (may not exceed 8% of line 16)	0			
20	Amount of Annual Grant (Sum of lines 2-19)	6,506,736			
21	Amount of line 20 Related LBP Activities	43,904			
22	Amount of line 20 Related to Section 504 Compliance	29,906			
23	Amount of line 20 Related to Security	95,945			
24	Amount of line 20 related to Energy Conservation Measures	219,002			

Appendix C

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date X	Signature of Public Housing Director/Office of Native American Programs Administrator and Date X
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Development Number/ Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ⁽²⁾
				Original	Revised ⁽¹⁾	Funds Obligated ⁽²⁾	Funds Expended ⁽²⁾	
TX5002/ Kelly Village								
	A & E Services	1430	1 ls	73,160				
	Upgrade picnic/playground areas	1450	2 ls	26,764				
	Upgrade landscaping	1450	1 ls	25,686				
	Grading and drainage improvement	1450	1 ls	43,761				
	Paving	1450	1 ls	43,560				
	Sidewalks	1450	500 sf	11,393				
	Perimeter fence	1450	320 lf	11,393				
	Site lighting improvements	1450	1 ls	24,586				
	Clotheslines	1450	34 du	9,175				
	Site water improvements	1450	1 ls	37,778				
	Kitchen cabinet repairs	1460	34 du	30,382				
	Tub surround repairs	1460	34 du	27,784				
	Resilient floor repairs	1460	34 du	30,872				
	Abatement (Lead/Asbestos)	1460	5 bldg	20,945				
	Interior painting	1460	34 du	30,969				
	New vanities	1460	34 du	19,518				
	Electrical repairs	1460	34 du	38,378				
	Plumbing repairs	1460	34 du	89,948				
	Space heating repairs	1460	34 du	71,523				
	MEP Upgrades	1460	5 bldg	53,554				

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Part II: Supporting Pages

Development Number/Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX5002/ Kelly Village								
	New pitched roofs	1460	5 bldg	175,062				
	New entries/facades	1460	5 bldg	275,584				
	Masonry cleaning/repairs	1460	5 bldg	13,909				
	Entry doors/hardware	1460	68 ea	53,522				
	Replace windows	1460	34 du	276,851				
	New security windows screens	1460	34 du	59,554				
	Foundation repair	1460	1 ls	11,578				
	Security screen doors	1460	34 ea	11,758				
	New smoke detectors	1465.1	34 du	9,571				
	New range/ovens, refrigerators	1465.1	34 du	72,287				
	Relocation	1495.1	34 du	49,331				
	Subtotal			1,730,136				

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date

Development Number/ Name	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
			Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX5005/ Irvington Village							
A & E Services	1430	1 ls	153,768				
Grading	1450	1 ls	9,290				
Courtyard fencing	1450	1 ls	5,749				
New clotheslines	1450	1 ls	9,121				
Landscape improvements	1450	1 ls	11,465				
Demolition of walks/paving	1450	6,797 sf	27,676				
New pedestrian walks and ramps	1450	6,539 sf	52,433				
Bollards	1450	1 ls	1,418				
Handrails	1450	1 ls	50,869				
Retaining walls	1450	1 ls	5,515				
Handicapped ramps	1450	1 ls	5,649				
Site lighting	1450	1 ls	37,827				
Site utility repairs	1450	1 ls	41,696				
Demolition of Electrical Pole/Fixtures	1450	1 ls	7,757				
New poles/transformers	1450	1 ls	13,382				
New building services	1450	1 ls	6,334				
Exterior Demolition	1450	3 bldg	32,517				
Concrete repairs	1450	1 ls	11,670				
Sewer Repair	1450	1 ls	77301				
Masonry cleaning and repairs	1460	3 bldg	64,196				
Roof and porch framing	1460	3 bldg	99,468				
Furring/Siding	1460	3 bldg	27,799				
Roof trusses	1460	3 bldg	47,243				
Roofing/Roof/Porch Flashing	1460	3 bldg	48,979				
Insulation	1460	3 bldg	8,969				
Gutters and downspouts	1460	3 bldg	7,159				

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Part II: Supporting Pages

Development Number/ Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX5005/ Irvington Village	Electrical meter enclosures	1460	3 bldg	3,778				
	Plumbing upgrades	1460	34 du	83,590				
	Mail slots	1460	34 du	1,013				
	New water lines	1460	3 bldg	61,571				
	Foundation vents	1460	3 bldg					
	New water lines	1460	34 du bldg	146,120				
	New security screens	1460	34 du bldg	15,818				
	Security screen doors	1460	34 du	8,815				
	Exterior painting	1460	3 bldg	11,042				
	Heating upgrades	1460	34 du	63,364				
	Building signage	1460	3 bldg	4,958				
	Electrical upgrades	1460	34 du	87,897				
	Access doors	1460	3 bldg	404				
	New range/ovens, refrigerators	1465.1	34 du	36,136				
	Louvers	1460	34 du	401				
	Window covering	1465.1	34 du bldg	27,449				
	Interior painting	1460	34 du	40,481				
	Drywall work	1460	34 du	47,224				
	New tubs and surrounds	1460	34 du	35,553				
	Draft stops/attic separations	1460	3 bldg	3,989				
	Exterior/interior doors/hardware	1460	3 bldg	22,674				
	Shelving	1460	34 du	2,861				
	Pressure wash interior	1460	3 bldg	56,556				
	Interior painting	1460	34 du	21,152				
	VCT removal	1460	34 du	10,183				
	New VCT flooring	1460	34 du	30,121				
	New kitchen cabinets	1460	34 du	42,475				
	Wall board laminate	1460	34 du	3,211				
	Subtotal			1,785,233				

(1) To be completed for Performance and Evaluation Report or a Revised Annual Statement. (2) To be completed for the Performance and Evaluation Report.

Signature of Executive Director and Date
 Signature of Executive Director and Date

Signature of Public Housing Director/Office of Native American Programs Administrator and Date
 Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Development Number/ Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work ⁽²⁾
				Original	Revised ⁽¹⁾	Funds Obligated ⁽²⁾	Funds Expended ⁽²⁾	
TX5006/ Clayton Homes	A & E Services	1430	1 ls	250,000				
	Security lighting	1450	1 ls	48,650				
	New drive and parking	1450	1 ls	75,560				
	Grading and drainage improvement	1450	1 ls	28,474				
	New dumpster pads and enclosures	1450	2 ea	9,756				
	Sidewalk and paving repairs	1450	1700 sf	4,400				
	Landscaping and courtyard development	1450	1 ls	22,458				
	Fencing improvements	1450	180 lf	4,913				
	Sheltered outdoor seating	1450	2 ea	12,567				
	New Tot Lot/play area	1450	1 ea	5,379				
	New pitched roofs and gables	1460	5 bldg	298,756				
	Enhance building facades	1460	5 bldg	249,888				
	Abatement (Lead/Asbestos)	1460	40 du	96,786				
	New screen door hardware	1460	70 ea	12,963				
	Replace rusted domestic waterlines	1460	40 du	149,688				
	Replace commodes	1460	40 du	19,852				
	Replace bathtubs	1460	40 du	23,764				
	Enlarge baths	1460	40 du	146,550				
	Add ½ bath to 4 br du's	1460	12 du	43,014				
	Paint and repair interiors	1460	40 du	29,580				
	New kitchen cabinets	1460	40 du	36,205				

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Development Number/ Name	General Description of Major Work Categories	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
				Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
TX5006/ Clayton Homes								
	Add closet doors	1460	414 ea	73,256				
	Enclose water heater	1460	40 du	20,560				
	Electrical upgrades	1460	40 du	136,466				
	New water heaters	1460	40 du	15,780				
	Relocate gas meters	1460	40 du	26,750				
	Install new VCT flooring	1460	3,384 sf	61,564				
	Repair stairs	1460	14 ea	10,000				
	Hardwire smoke detectors	1465.1	148 ea	45,640				
	Window mini-blinds	1465.1	160 ea	12,378				
	New range/ovens, refrigerators	1465.1	40 du	40,578				
	New satellite laundry	1470	1 ls	55,358				
	Relocation	1495.1	40 du	47,334				
	Subtotal			2,114,867				

Part II: Supporting Pages

Development Number/ Name	Development Account Number	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work (2)
			Original	Revised (1)	Funds Obligated (2)	Funds Expended (2)	
HACH Wide Activities							
<i>Management Improvements</i>	1408						
Housing Training Institute		1 ls	100,000				
Resident Council Training		1 ls	5,000				
Resident Initiative Program (Coordinator & Administrative Assistant)		1 ls	50,000				
Training (ISM)		1 ls	6,000				
Windows 2000 software/licence 300 PC's @ \$80		1 ls	24,000				
Website Design		1 ls	10,000				
Handheld Computer - Inspections		1 ls	16,000				
HACH Staff & Mgmt Training (GASB & Tax Credit)		1 ls	3,500				
Interior Painting 43 Units @ \$1000			43,000				
Human Resources Software		1 ls	10,000				
Training (Public Housing Mgrs)		1 ls	5,000				
Playground Equipment (Ewing, Forest Green, Kennedy)		1 ls	50,000				
Fire Extinguishers		50 ea	2,000				
PDCI Training		1 ls	5,000				
Subtotal			329,500				
<i>Administration</i>	1410	1 ls	547,000				
Total			876,500				

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Signature of Executive Director and Date	Signature of Public Housing Director/Office of Native American Programs Administrator and Date

Five-Year Action Plan			U.S. Department of Housing and Urban Development				
Part I: Summary			Office of Public and Indian Housing				
Capital Fund Program (CFP)						OMB Approval No. 2577-0157 (Exp. 07/31/95)	
HA Name: Housing Authority of the City of Houston			Locality (City/County & State): Houston, Harris, Texas			Original Revision No. _____	
A. Development Number/Name			Work Statement for Year 1 FFY: 2000	Work Statement for Year 2 FFY: 2001	Work Statement for Year 3 FFY: 2002	Work Statement for Year 4 FFY: 2003	Work Statement Year 5 FFY: 2004
TX5002 - Kelly Village			See Annual Statement	\$1,503,825	\$1,503,825	\$1,503,825	\$1,503,825
TX5005 - Irvinton Village				2,017,920	2,017,920	2,017,920	2,017,920
TX5006 - Clayton Homes				2,108,491	2,108,491	2,108,491	2,108,491
B. Physical Improvements Subtotal (1450-1465.1)			5,630,236	5,630,236	5,630,236	5,630,236	
C. Management Improvements			329,500	329,500	329,500	329,500	
D. HA-Wide Nondwelling Structures and Equipment (1470-1475)			88,251	83,703	0	0	
E. Administration			547,000	547,000	547,000	547,000	
F. Other (1430 and 1495.1)			6,506,736	6,506,736	6,506,736	6,506,736	
G. Replacement Reserve			0	0	0	0	
H. Total CFP Funds			6,506,736	6,506,736	6,506,736	6,506,736	
I. Total Non-CFP Funds			0	0	0	0	
J. Grand Total			6,506,736	6,506,736	6,506,736	6,506,736	
Signature of Executive Director			Date:	Signature of Public Housing Director/Office of Native American Programs Administrator		Date:	
X				X			

Five-Year Action Plan		U.S. Department of Housing and Urban Development			
Part II: Supporting Pages		Office of Public and Indian Housing			
Physical Needs Work Statement(s)					
Capital Fund Program (CFP)					
Work Statement	Work Statement for Year 2 FFY: 2001			Work Statement for Year 2 FFY: 2001	
for Year 1 FFY: 2000					
Development Number/Name/General Description of		Estimated Costs		Development Number/Name/General Description of	
Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs
See Annual Statement	TX5006 - Clayton Homes			TX5006 - Clayton Homes	
	Administration Community Bldg		280,400	Security Lighting	1 ls 15,160
	Site Work/Demolition		121,000	Grading and drainage improvements	1 ls 15,145
	Environmental Control		100,000	New dumpster pads and enclosures	2 ea 6,144
	Demolish Existing Comm. Bldg		40,000	Sidewalk and paving repairs	1700 sf 3,584
	Modernize Existing Maintenance Bldg		100,000	Landscaping and courtyard development	1 ls 6,386
	Concrete		47,000	Fencing improvements	180 lf 5,164
	Masonry		68,000	Sheltered outdoor seating	2 ea 10,436
	Metals		30,000	Tot play area	1 ea 5,365
	Wood & Plastics		95,000	New pitched roofs and gables	2 bldg 111,814
	Thermal & Moisture Protection		25,000	Enhance building facades	2 bldg 90,341
	Doors & Windows		26,000	Abatement (Lead/Asbestos)	16 du 33,416
	Finishes		80,000	New screen door hardware	112 ea 14,813
	Specialities		15,000	Replace rusted domestic waterlines	16 du 66,486
	Equipment		4,000	Replace commodes	16 du 19,062
	Furnishing		7,000	Replace bathtubs	16 du 22,323
	Mechanical/Plumbing		46,000	Enlarge baths	16 du 30,897
	Electrical		28,000	Add ½ bath to 4 br du's	24 du 40,123
	Security Lighting	1 ls	55,028	Paint and repair interiors	16 du 28,153
	Grading and drainage improvements	1 ls	35,128	New kitchen cabinets	16 du 31,616
	New dumpster pads and enclosures	2 ea	10,144	Add closet doors	425 ea 49,712
	Sidewalk and paving repairs	1700 sf	5,589	Enclose water heater	16 du 20,441
	Landscaping and courtyard development	1 ls	26,389	Repair stairs	13 ea 10,479
	Fencing improvements	180 lf	5,164	Hardwire smoke detectors	170 ea 25,218
	Sheltered outdoor seating	2 ea	13,436	Window mini-blinds	160 ea 12,459
				Install new VCT flooring	3384 sf 55,005
				New range/ovens, refrigerators	16 du 32,407
				Electrical upgrades	16 du 50,183
			New water heaters	16 du 10,619	
			Relocate gas meters	16 du 22,262	
	Subtotal of Estimated Cost		1,263,278	Subtotal of Estimated Cost	845,213

Five-Year Action Plan			U.S. Department of Housing and Urban Development		
Part II: Supporting Pages			Office of Public and Indian Housing		
Physical Needs Work Statement(s)			Office of Public and Indian Housing		
Capital Fund Program (CFP)					
Work Statement	Work Statement for Year 3 FFY: <u>2002</u>			Work Statement for Year 3 FFY: <u>2002</u>	
for Year 1 FFY: <u>2000</u>					
Development Number/Name/General Description of			Development Number/Name/General Description of		
Major Work Category		Quantity	Estimated Costs	Major Work Category	
Quantity		Estimated Costs	Quantity		Estimated Costs
See Annual Statement	TX5002 - Kelly Village			TX5005 - Irvinton Village	
	Upgrade picnic/playground areas	2 ls	32,857	Site grading and drainage	1 ls 11,027
	Upgrade landscaping	1 ls	22,948	Landscape improvements	174 lf 22,550
	Grading and drainage improvement	1 ls	27,430	Site lighting	27 ea 83,788
	Paving	1 ls	43,658	Ramps/retaining wall demolition	1 ls 42,304
	Sidewalks	400 sf	11,335	Curbs/sidewalk/street work	1 ls 29,474
	Perimeter fence	270 lf	32,344	New ramps/handrails/retaining wall	6800 sf 78,296
	Site lighting improvements	1 ls	27,392	Clothesline poles	42 ea 9,748
	Clotheslines	34 du	12,885	Ornamental fencing	1 ls 8,980
	Dumpster pads and enclosures	2 ea	9,467	Concrete repairs	2035 lf 36,473
	Site water improvements	1 ls	43,151	Masonry cleaning and repairs	3 bldg 78,441
	New smoke detectors	34 du	8,631	Exterior demolition	3 bldg 24,577
	Kitchen cabinet repairs	34 du	76,391	Roofing work	3 bldg 322,384
	Tub surround repairs	34 du	32,979	Roof and porch framing/siding	3 bldg 288,792
	Resilient floor repairs	34 du	37,128	Insulation	3 bldg 9,197
	Abatement (Lead/Asbestos)	5 bldg	24,497	Gutters/downspouts	3 bldg 8,910
	Interior painting	34 du	41,409	Electrical Meter Enclosures	3 bldg 6,424
	New vanities	34 du	24,664	Mail slots	3 bldg 1,075
	Electrical repairs	34 du	30,267	Foundation vents	34 du 1,135
	Plumbing repairs	34 du	57,084	New windows	3 bldg 208,224
	Space heating repairs	34 du	87,108	Security screens	3 bldg 30,440
	MEP Upgrades	5 bldg	87,096	Security screen doors	3 bldg 10,024
	New pitched roofs	5 bldg	248,490	Exterior painting	3 bldg 23,190
	New entries/facades	5 bldg	208,210	Building signage	3 bldg 6,609
	Masonry cleaning/repairs	5 bldg	14,960	Louvers	3 bldg 868
	Entry doors/hardware	34 du	59,874	Interior demolition	34 du 76,900
	Replace windows	34 du	83,595	Drywall work	34 du 49,701
	New security windows screens	34 du	50,468	Entry doors and hardware	34 du 63,016
	Foundation repair	1 ls	7,882	Interior framing	34 du 60,237
	Security screen doors	34 du	10,822	Shelving	3 bldg 5,128
	New range/ovens, refrigerators	34 du	48,803		
	Subtotal of Estimated Cost			1,503,825	Subtotal of Estimated Cost

Five-Year Action Plan			U.S. Department of Housing and Urban Development		
Part II: Supporting Pages			Office of Public and Indian Housing		
Physical Needs Work Statement(s)			Office of Public and Indian Housing		
Capital Fund Program (CFP)					
Work Statement	Work Statement for Year 3 FFY: <u>2002</u>			Work Statement for Year 3 FFY: <u>2002</u>	
for Year 1 FFY: <u>2000</u>					
Development Number/Name/General Description of			Development Number/Name/General Description of		
Major Work Category		Quantity	Estimated Costs	Major Work Category	
Quantity		Estimated Costs	Quantity		Estimated Costs
See Annual Statement	TX5005 - Irvinton Village (cont'd)			TX5006 - Clayton Homes	
	Pressure wash interiors	34 du	22,168	Security Lighting	1 ls 57,436
	Interior painting	34 du	38,727	New drive and parking	1 ls 108,141
	New VCT flooring	34 du	26,297	Grading and drainage improvements	1 ls 36,665
	New tubs and surrounds	34 du	24,226	New dumpster pads and enclosures	2 ea 10,588
	New casework	34 du	25,427	Sidewalk and paving repairs	1700 sf 5,834
	Wall board laminate	34 du	6,501	Landscaping and courtyard development	1 ls 27,544
	New range/ovens, refrigerators	34 du	21,426	Fencing improvements	180 lf 5,390
	Window coverings	34 du	4,451	Sheltered outdoor seating	2 ea 14,023
	Plumbing upgrades	34 du	47,204	New children's playground	1 ea 5,600
	New water lines	34 du	32,514	New pitched roofs and gables	5 bldg 325,456
	New gas lines	34 du	32,014	Enhance building facades	5 bldg 261,294
	Extended vents	34 du	12,684	Abatement (Lead/Asbestos)	40 du 139,253
	Ceramic Tile	34 du	23,217	New screen door hardware	70 ea 15,461
	Heating upgrades	34 du	30,224	Replace rusted domestic waterlines	40 du 278,145
	Electrical upgrades	34 du	46,940	Replace commodes	40 du 19,917
	Playground Equipment	1 ls	25,988	Replace bathtubs	40 du 23,299
				Enlarge baths	40 du 146,974
				Add ½ bath to 4 br du's	24 du 41,939
				Paint and repair interiors	40 du 29,396
				New kitchen cabinets	40 du 32,999
				Add closet doors	414 ea 72,762
				Enclose water heater	40 du 21,335
				Repair stairs	18 ea 10,937
				Hardwire smoke detectors	148 ea 45,109
				Window mini-blinds	160 ea 13,212
			Install new VCT flooring	3384 sf 57,874	
			New range/ovens, refrigerators	40 du 39,044	
			Electrical upgrades	40 du 156,025	
			New water heaters	40 du 16,333	
			Relocate gas meters	40 du 25,292	
			New satellite laundry	1 ls 65,214	
Subtotal of Estimated Cost			2,017,920	Subtotal of Estimated Cost 2,108,491	

Five-Year Action Plan			U.S. Department of Housing		
Part II: Supporting Pages			and Urban Development		
Physical Needs Work Statement(s)			Office of Public and Indian Housing		
Capital Fund Program (CFP)					
Work Statement	Work Statement for Year 4 FFY: <u>2003</u>			Work Statement for Year 4 FFY: <u>2003</u>	
for Year 1 FFY: <u>2000</u>					
Development Number/Name/General Description of			Development Number/Name/General Description of		
Major Work Category		Quantity	Estimated Costs	Major Work Category	
See Annual Statement	TX5002 - Kelly Village			TX5005 - Irvinton Village	
	Upgrade picnic/playground areas	2 ls	24,891	Site grading and drainage	1 ls 20,597
	Upgrade landscaping	1 ls	34,857	Landscape improvements	87 lf 19,762
	Grading and drainage improvement	1 ls	41,308	Site lighting	1 ls 67,211
	Paving	1 ls	47,100	Ramps/retaining wall demolition	1 ls 50,480
	Sidewalks	400 sf	10,089	Curbs/sidewalk/street work	1 ls 55,344
	Perimeter fence	270 lf	27,296	New ramps/handrails/retaining wall	4700 sf 80,273
	Site lighting improvements	1 ls	68,778	Clothesline poles	27 ea 9,102
	Clotheslines	34 du	9,400	Ornamental fencing	1 ls 6,269
	Dumpster pads and enclosures	1 ea	1,836	Concrete repairs	1852 sf 31,429
	Site water improvements	1 ls	61,608	Site utility repairs	1 lf 17,430
	New smoke detectors	34 du	9,437	Masonry cleaning and repairs	3 bldg 74,477
	Kitchen cabinet repairs	34 du	50,246	Exterior demolition	3 bldg 24,537
	Tub surround repairs	34 du	36,726	Roofing work	3 bldg 217,903
	Resilient floor repairs	34 du	56,461	Roof and porch framing/siding	3 bldg 117,618
	Abatement (Lead/Asbestos)	4 bldg	32,543	Insulation	3 bldg 8,308
	Interior painting	34 du	71,308	Gutters/downspouts	3 bldg 9,125
	New vanities	34 du	24,577	Electrical Meter Enclosures	3 bldg 3,970
	Electrical repairs	34 du	88,355	Mail slots	36 du 962
	Plumbing repairs	34 du	83,500	Foundation vents	3 bldg 858
	Space heating repairs	34 du	63,029	New windows	3 bldg 105,096
	MEP Upgrades	4 bldg	67,310	Security screens	3 bldg 17,407
	New pitched roofs	4 bldg	188,490	Security screen doors	3 bldg 9,688
	New entries/facades	4 bldg	149,660	Exterior painting	3 bldg 13,100
	Masonry cleaning/repairs	4 bldg	13,562	Building signage	3 bldg 3,420
	Entry doors/hardware	51 ea	45,848	Louvers	36 du 429
	Replace windows	34 du	106,432	Interior demolition	36 du 72,768
	New security windows screens	34 du	42,723	Drywall work	36 du 47,285
Foundation repair	1 ls	10,620	Entry doors and hardware	36 du 26,992	
Security screen doors	51 ea	13,892	Interior framing	3 bldg 40,524	
New range/ovens, refrigerators	34 du	21,943	Shelving	36 du 3443	
			Dumpster pads	36 du 906	

Five-Year Action Plan				U.S. Department of Housing and Urban Development			
Part II: Supporting Pages				and Urban Development			
Physical Needs Work Statement(s)				Office of Public and Indian Housing			
Capital Fund Program (CFP)							
Work Statement	Work Statement for Year 4 FFY: <u>2003</u>			Work Statement for Year 4 FFY: <u>2003</u>			
for Year 1 FFY: 2000							
Development Number/Name/General Description of		Development Number/Name/General Description of		Development Number/Name/General Description of		Development Number/Name/General Description of	
Major Work Category		Quantity	Estimated Costs	Major Work Category		Quantity	Estimated Costs
See Annual Statement	TX5005 - Irvinton Village (cont'd)			TX5006 - Clayton Homes			
	Pressure wash interiors	36 du	69,941	Security Lighting	1 ls	59,334	
	Interior painting	36 du	48,032	New drive and parking	1 ls	111,716	
	New VCT flooring	36 du	56,499	Grading and drainage improvements	1 ls	37,878	
	New tubs and surrounds	36 du	33,181	New dumpster pads and enclosures	3 ea	10,937	
	New casework	36 du	60,443	Sidewalk and paving repairs	1700 sf	6,026	
	Wall board laminate	36 du	5,320	Landscaping and courtyard development	1 ls	28,455	
	New range/ovens, refrigerators	36 du	47,176	Fencing improvements	180 lf	5,568	
	Window coverings	36 du	6,235	Sheltered outdoor seating	2 ea	14,487	
	Plumbing upgrades	36 du	47,136	New Tot lot/play area	1 ea	5,785	
	New water lines	36 du	46,537	New pitched roofs and gables	5 bldg	340,520	
	New gas lines	36 du	61,858	Enhance building facades	5 bldg	274,237	
	Extended vents	36 du	63,971	Laundry building facades	1 ea	37,350	
	Ceramic Tile	36 du	45,767	New screen door hardware	126 ea	15,972	
	Heating upgrades	36 du	130,985	Replace rusted domestic waterlines	40 du	186,734	
	Electrical upgrades	36 du	100,628	Replace commodes	40 du	20,575	
	Playground Equipment	1 ls	37,501	Replace bathtubs	40 du	24,070	
				Enlarge baths	40 du	106,833	
				Add ½ bath to 4 br du's	16 du	43,325	
				Paint and repair interiors	40 du	30,368	
				New kitchen cabinets	40 du	34,089	
				Add closet doors	532 ea	70,162	
				Enclose water heater	40 du	22,040	
				Repair stairs	18 ea	11,290	
				Hardwire smoke detectors	148 ea	46,600	
			Window mini-blinds	160 ea	13,649		
			Install new VCT flooring	3384 sf	59,709		
			New range/ovens, refrigerators	40 du	40,334		
			Electrical upgrades	40 du	261,550		
			New water heaters	40 du	16,873		
			Relocate gas meters	40 du	26,129		
			Abatement (Lead/Asbestos)	40 du	145,896		
	Subtotal of Estimated Cost		2 017 070	Subtotal of Estimated Cost		2 108 401	

Five-Year Action Plan

U.S. Department of Housing

Part II: Supporting Pages

and Urban Development

Physical Needs Work Statement(s)

Office of Public and Indian Housing

Capital Fund Program (CFP)

Work Statement	Work Statement for Year <u>5</u> FFY: <u>2004</u>			Work Statement for Year FFY: <u>2004</u>	
for Year 1 FFY: <u>2000</u>					
Development Number/Name/General Description of		Quantity	Estimated Costs	Development Number/Name/General Description of	
Major Work Category		Quantity	Estimated Costs	Major Work Category	
See Annual Statement	TX5005 - Irvinton Village (cont'd)			TX5006 - Clayton Homes	
	Pressure wash interiors	36 du	46,539	Security Lighting	1 ls 59,334
	Interior painting	36 du	24,237	New drive and parking	1 ls 111,716
	New VCT flooring	36 du	33,372	Grading and drainage improvements	1 ls 37,878
	New tubs and surrounds	36 du	26,220	New dumpster pads and enclosures	3 ea 10,937
	New casework	36 du	41,231	Sidewalk and paving repairs	1700 sf 6,026
	Wall board laminate	36 du	6,379	Landscaping and courtyard development	1 ls 28,455
	New range/ovens, refrigerators	36 du	30,068	Fencing improvements	180 lf 5,568
	Window coverings	36 du	4,498	Sheltered outdoor seating	2 ea 14,487
	Plumbing upgrades	36 du	33,192	New Tot lot/play area	1 ea 5,785
	New water lines	36 du	33,624	New pitched roofs and gables	5 bldg 340,520
	New gas lines	36 du	35,789	Enhance building facades	5 bldg 274,237
	Extended vents	36 du	40,211	Laundry building facades	1 ea 37,350
	Ceramic Tile	36 du	30,423	New screen door hardware	126 ea 15,972
	Heating upgrades	36 du	53,421	Replace rusted domestic waterlines	40 du 186,734
	Electrical upgrades	36 du	57,410	Replace commodes	40 du 20,575
				Replace bathtubs	40 du 24,070
				Enlarge baths	40 du 106,633
				Add ½ bath to 4 br du's	16 du 45,325
				Paint and repair interiors	40 du 30,368
			New kitchen cabinets	40 du 34,089	
			Add closet doors	532 ea 70,162	
			Enclose water heater	40 du 22,040	
			Repair stairs	18 ea 11,390	
			Hardwire smoke detectors	148 ea 46,600	
			Window mini-blinds	160 ea 13,649	
			Install new VCT flooring	3384 sf 59,709	
			New range/ovens, refrigerators	40 du 40,334	
			Electrical upgrades	40 du 261,650	
			New water heaters	40 du 16,873	
			Relocate gas meters	40 du 26,169	
			Abatement (Lead/Asbestos)	40 du 143,856	
	Subtotal of Estimated Cost		2,017,920	Subtotal of Estimated Cost	2,108,491

Part II: Supporting Pages		and Urban Development				
Physical Needs Work Statement(s)		Office of Public and Indian Housing				
Capital Fund Program (CFP)						
Work Statement	Work Statement for Year <u>2</u> FFY: <u>2001</u>			Work Statement for Year <u>3</u> FFY: <u>2002</u>		
for Year 1 FFY: 2000						
Development Number/Name/General Description of		Quantity	Estimated Costs	Development Number/Name/General Description of		
Major Work Category				Major Work Category		
See Annual Statement	Housing Training Institute	1 ls	200,000	Housing Training Institute	1 ls	230,000
	Resident Initiative Program (Coordinator & Administrative Assistant)	1 ls	50,000	Resident Initiative Program (Coordinator & Administrative Assistant)	1 ls	50,000
	Resident Council Training	1 ls	5,000	Resident Council Training	1 ls	8,000
	Employee Education Assistance	1 ls	5,000	Employee Education Assistance	1 ls	10,000
	Website Design	1 ls	50,000	HACH Staff & Mgmt Training	1 ls	10,000
	Vehicle (Development & Capital Improvements)	1 ls	19,500	Website Maintenance	1 ls	5,000
				Training (ISM)	1 ls	7,000
				ISM Equipment/Software	1 ls	9,500
Subtotal of Estimated Cost			329,500	Subtotal of Estimated Cost		329,500

Part II: Supporting Pages		and Urban Development				
Physical Needs Work Statement(s)		Office of Public and Indian Housing				
Capital Fund Program (CFP)						
Work Statement	Work Statement for Year <u>4</u> FFY: <u>2003</u>			Work Statement for Year <u>5</u> FFY: <u>2004</u>		
for Year 1 FFY: 2000						
Development Number/Name/General Description of		Development Number/Name/General Description of		Development Number/Name/General Description of		
Major Work Category	Quantity	Estimated Costs	Major Work Category	Quantity	Estimated Costs	
See Annual Statement	Housing Training Institute	1 ls	230,000	Housing Training Institute	1 ls	230,000
	Resident Initiative Program (Coordinator & Administrative Assistant)	1 ls	50,000	Resident Initiative Program (Coordinator & Administrative Assistant)	1 ls	50,000
	Resident Council Training	1 ls	8,000	Resident Council Training	1 ls	8,000
	Employee Education Assistance	1 ls	10,000	Employee Education Assistance	1 ls	10,000
	HACH Staff & Mgmt Training	1 ls	10,000	HACH Staff & Mgmt Training	1 ls	10,000
	Website Maintenance	1 ls	5,000	Website Maintenance	1 ls	5,000
	Training (ISM)	1 ls	7,000	Training (ISM)	1 ls	7,000
	ISM Equipment/Software	1 ls	9,500	ISM Equipment/Software	1 ls	9,500
Subtotal of Estimated Cost			329,500	Subtotal of Estimated Cost		329,500

Public Housing Drug Elimination Program Plan

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

Annual PHDEP Plan Table of Contents:

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

Section 1: General Information/History

- A. Amount of PHDEP Grant \$708,987.00**
- B. Eligibility type (Indicate with an “x”) N1_____ N2_____ R X**
- C. FFY in which funding is requested FFY “2001”**
- D. Executive Summary of Annual PHDEP Plan**

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

The 2001 PHDEP will enable us to continue providing extra duty law enforcement officers at our communities during key drug trafficking hours, enable us to continue and enhance our voluntary tenant patrols, provide positive alternatives to crime and drug related activities for our youth with Youth Services Programs. Intervention assistance will continue to be offered to those residents seeking assistance in addiction treatment, will continue to be made available in an effort to help save families and lives.

E. Target Areas

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

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)
Cuney Homes 501	360	715
Cuney Homes 501A	204	600
Kelly Village 502	333	813
APV 504	182	157
APV 507	104	17
Irvinton Village 505	318	717
Clayton Homes 506	304	1,014
Lincoln Park 511	264	787
Oxford Place 512	230	698
Forest Green 513	100	376
Ewing 514	42	66
Kennedy Place 516	60	282
Scattered Sites 519	94	349
Wilmington House 520	108	368

Scattered sites 521	77	287
Scattered Sites 530	79	323
Scattered Sites 531	65	251
Lyerly 544	200	200
Bellerive 545	210	210
Total	3334	8230

F. Duration of Program

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

6 Months _____ 12 Months x 18 Months _____ 24 Months _____ Other _____

G. PHDEP Program History

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

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Anticipated Completion Date
FY 1997 x	\$881,660.00	TX24DEP0050197	\$-0-		completed
FY 1998 x	\$883,480.00	TX24DEP0050198	\$-0-		completed
FY 1999 x	\$691,026.00	TX24DEP0050199	\$632,135.35		12/31/2000
FY 2000 x	\$708,987.00	TX24DEP0050100	\$708,987.00		12/31/2001
FY 2001 x	\$708,987.00	TX24DEP0050101	\$-0-		12/31/2002

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

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

The long range goals of the HACH PHDEP program is to reduce crime on HACH properties, using a number of initiatives. We will continue efforts to identify external grant funding to expand current activities, maintain extra duty law enforcement services, and improve and improve/increase communication with residents. Finally, we shall conduct resident safety perception surveys to assess the level of resident perceived safety and compare it to previous surveys to determine the level of the perceived progress made this past year in reducing crimes and improving services.

B. PHDEP Budget Summary

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

FY'2001' PHDEP Budget Summary	
Budget Line Item	Total Funding
9110 - Reimbursement of Law Enforcement	\$337,000.00

9115 - Special Initiative (Gun Buy Back Prog)	\$-0-
9116 - Matching GBB (Drug T.A.Dollars)	\$-0-
9120 - Security Personnel	\$-0-
9130 - Employment of Investigators	\$-0-
9140 - Voluntary Tenant Patrol	\$41,200.00
9150 - Physical Improvements	\$-0-
9160 - Drug Prevention	\$317,787.00
9170 - Drug Intervention	\$13,000.00
9180 - Drug Treatment	\$-0-
9190 - Other Program Costs	\$-0-
TOTAL PHDEP FUNDING	\$708,987.00

C. PHDEP Plan Goals and Activities

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

9110 - Reimbursement of Law Enforcement						Total PHDEP Funding: \$337,000.00	
Law Enforcement contracts are split between Houston Police Department and Harris County Constable Pct.6							
Goal(s)	To reduce/eliminate drug-related crime and other part 1 and part 11 crimes, to maintain and strengthen ongoing relationships with Federal , state and local law enforcement agencies.						
Objectives	To improve the quality of life for residents in our communities and the surrounding neighborhood.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1.Vehicular Patrol			1/1/02	12/31/02	All cost included in contract totaling \$337,000	\$36,484.00 Harris County constable Inkind	Reduction in Part I and other drug related crime.
2.Foot Patrol			1/1/02	12/31/02	"	" "	Reduction in Part I and other drug related crime.
3.Operation Safe Home			1/1/02	12/31/02	"		Ongoing undercover and surveillance activities are in progress at three of our targeted sites
4.Tenant Patrol Training			1/1/02	12/31/02	"		Conduct five training sessions per year with Tenant Patrol Volunteers.

							Increased skill levels of VTP
5.Security Meetings			1/1/02	12/31/02	"		Monthly meetings being held.

9120 - Security Personnel N/A						Total PHDEP Funding: \$-0-	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 - Employment of Investigators N/A						Total PHDEP Funding: \$-0-	
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 - Voluntary Tenant Patrol -The Housing Authority of the city of Houston has amended an existing contract with the Council of Development President and the Resident Management Corporation to coordinate the establishment of a volunteer tenant patrol. Additionally we will continue to contract with the HACH CDRMC to provide thirteen Patrol Coordinators to assist in the recruitment and retention of residents in an organized tenant patrol. Individual contracts have been implemented						Total PHDEP Funding: \$41,200.00	
Goal(s)		<ul style="list-style-type: none"> To increase volunteer membership by 20% at each development To encourage and motivate residents to participate in their community's Volunteer Tenant Patrol Program. 					
Objectives-		<ul style="list-style-type: none"> To promote resident involvement in reducing drug related crimes by reporting suspicious activity in their respective development. Promote effective working relationship between police officers and Volunteer Tenant Patrol. Provide continuous training for Tenant Patrol Volunteer by HPD Officers. 					
Proposed Activities	# of Persons	Target Population	Start Date	Expected Complete	PHDEP Funding	Other Funding	Performance Indicators

	Served			Date		(Amount /Source)	
1.To reduce loitering and vandalism on targeted properties through Tenant Patrols.	8,230	Families	1/1/02	12/31/02	All cost included in individual Volunteer Tenant Patrol contracts totaling \$41,200.00	\$11,250 Houston Police Dept.	Regularly staffed and on going Tenant Patrols at each targeted property.
2.Investigate complaints & prepare monthly reports based on volunteer resident patrol activities.	" "	" "	1/1/02	12/31/02	\$41,200.00		Resolutions to complaints as they are reported to Law enforcement contractors
3.Assist in recruiting resident to participate in volunteer patrol program.	" "	" "	1/0/02	12/31/02	" "		Volunteer Coordinator submits names of new recruits to Security Coordinator monthly
4.Attend resident council and/or crime watch group meetings and report on Volunteer Resident Patrol activities	" "	" "	1/1/02	12/31/02	" "		Report of tenant patrol activity is reported at volunteers respective council meetings monthly.

9150 - Physical ImprovementsN/A					Total PHDEP Funding: \$-0-		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention RFPs are currently being reviewed by legal in an effort to secure the services of existing service providers		Total PHDEP Funding: \$317,787.00
Goal(s)	<ul style="list-style-type: none"> Recruit 4500 youth (2500)males (2000) females to participate in youth program activities Improve on parental involvement consistent with community service mandates Involve youth in Life-skills Management training Workshops (i.e. Etiquette, communication, goal setting, etc.) and Enrichment Classes (i.e. Sign language, expressional dance, computer training, book clubs, etc.) as a component of all youth sport activities. 	

Objectives(s)	<ul style="list-style-type: none"> Shift focus of our programs to a more academic based curriculum to complement the current youth sports program. Increase number of youth participating in the Neighborhood Youth Council. Establish a Video Library at each development that addresses substance abuse and Treatment resources. To have youth to recognize and understand the difference between positive constructive activities and destructive negative activities 						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Leadership Training	3,748	Public housing youth at each target site	1/1/02	12/31/02	Funding for Drug Prevention Programs budgeted at \$237,939	\$12,000.00 Police Activities League as Inkind	Increased number youth involved in Neighborhood Youth Council
2.Teen Pregnancy Workshops	3,748	Open to both male & female youth	1/1/02	12/31/02	" "		Sign-in sheets determine resident participation
3.Drug Use and Abuse workshops	8,230	Families at each targeted site	1/1/02	12/31/02	" "		Sign-in sheets determine resident participation
4.AIDS/HIV Awareness Workshops	8,230	Families at each targeted site "	1/1/02	12/31/02	" "		Sign-in sheets determine # in attendance
5. Production of Drug Awareness Video in collaboration with Houston Crackdown and Houston Media Source involving youth representatives from each targeted development	3,748	Public housing youth from each targeted site	1/1/02	12/31/02	" "		Logistics are currently being worked out with this activity. Youth are being recruited from each development
6.Prevention thru organized sports.	3,748	Public housing youth from each targeted site	1/1/02	12/31/02	" "	\$174,161 Inkind City of Houston Parks&Recreation for personnel and use of facilities	Seasonal sporting activities are scheduled. Participating youth bring home trophies and better attitudes
7.After school tutorials	3,748	Public housing youth from each targeted site	1/1/02	12/31/02	" "	\$150,000 Boys and Girls Club Inkind	Collaborations between parents, teachers and tutors take place. Report cards are

9170 - Drug Intervention					Total PHDEP Funding: \$13,000.00		
Goal(s)	· To provide drug intervention programs through contracts with existing programs operating within the City of Houston.						
Objectives	· To insure that residents requesting or desiring assistance in counseling for drug habits are able to receive assistance from public or private providers.						
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Contract with established services providers within the City of Houston.		Families at each targeted site	1/1/02	12/31/02			Receive monthly update on number of residents that follow-up on appointments and referrals.
2.Establish resource centers at each targeted site.		" "	1/1/02	12/31/02		\$24,800 Phoenix Outreach Center	Establish resource center at rate of one development per month.
3.Appropriate referral of residents outpatient or outpatient substance abuse treatment.		" "	1/1/02	1/31/02			Case Managers report monthly on referrals made for inpatient or outpatient treatment.
4.Crime awareness/education seminars.		" "	1/1/02	1/31/02			Sign-in Sheets from each event or session will determine resident participation

9180 - Drug Treatment					Total PHDEP Funding: \$-0-		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs					Total PHDEP Funds: \$-0-		
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Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

Section 3: Expenditure/Obligation Milestones

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

Budget Line Item #	25% Expenditure of Total Grant Funds By Activity #	Total PHDEP Funding Expended (sum of the activities)	50% Obligation of Total Grant Funds by Activity #	Total PHDEP Funding Obligated (sum of the activities)
<i>e.g Budget Line Item # 9120</i>	<i>Activities 1, 3</i>		<i>Activity 2</i>	
9110	Activities 1, 2: 100%	\$337,000.00		
9140	Activities 1, 2: 100%	\$41,200.00		
9160	Activities 1-7: 100%	\$317,000.00		
9170	Activities 1, 2, 3, 4: 100%	\$13,000.00		
TOTAL		\$708,987.00		

Section 4: Certifications

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

**Housing Authority of the City of Houston
Application for Site-Based Waiting List**

In accordance with Federal Law, the Housing Authority of the City of Houston requests approval from the U.S. Department of Housing and Urban Development’s Assistant Secretaries of Fair Housing and Equal Opportunity and Public and Indian Housing to establish a Site-Based Waiting List for Fulton Village Apartments and Victory Apartments. A Site-Based Waiting List will support two equally important goals of the development of Fulton Village Apartments, Victory Apartments and other developments:

- To provide attractive, high quality housing to families representing the full range of race, ethnicity and income represented by public housing-eligible families in Houston; and
- To prevent low income tenants of privately owned rental housing from being displaced as a result of the neighborhood growth and redevelopment sparked in the development area.

Both goals will be achieved by using the city wide public housing waiting list.

Background on the Housing Authority of the City of Houston

The Housing Authority of the City of Houston (HACH) is a large public housing authority in Houston, Texas’ largest city. Not counting the Allen Parkway Village site, as of June 30, 2000 HACH had 3885 units, of which 3560 were available for leasing (325 units out of service or unleaseable). In addition, HACH owns two Section 8 New Construction developments totaling 300 units. The 3560 public housing units are broken down into 2548 general occupancy units in 13 developments and 316 units in 4 scattered site projects and 1373 elderly/mixed population units in 4 developments.

HACH is the fourth oldest housing authority in Texas with a sizable number of units in large older developments, but fortunately with relatively low densities and no family high rises. Generally HACH has been successful in keeping even its older properties occupied with a 7.3% vacancy rate.

The current racial/ethnic breakdown of HACH’s public housing developments is as follows:

Categories of Families	Number of Families	Percentage Breakdown
Black/African American	6438	80%
White	160	2%
Hispanic	1137	14%
Asian/Pacific Islander	326	4%
Totals	8061	100%

HACH currently has 3444 applications for public housing, which are broken down by bedroom size and race as follows:

BR Size	Black	White	Hispanic Ethnicity	Asian/Pacific Islander	Native American	Other	Total
0 BR	1	156	0	0	0	0	157
1 BR	1176	63	114	40	4	7	1404
2 BR	1110	12	139	26	1	5	1293
3 BR	426	5	76	11	0	2	520
4 BR	48	0	8	0	0	0	56
5 BR	9	0	1	0	0	0	10
6 BR	0	0	3	1	0	0	4
TOTAL	2770	236	341	78	5	14	3444

One reason that HACH is to adapting a site-based waiting list for Fulton Village, Victory Apartments and other HACH developments, as needed, is its conviction that it can achieve better racial and ethnic balances if it can aggressively market based on location and attractiveness of the property to those least likely to apply. All current residents and applicants will have an opportunity to apply for the individual development, so they will not be disadvantaged by the site-based list.

Background on Fulton Village Apartments

Fulton Village was formerly a 112-unit apartment project developed over forty years ago to serve the low to moderate-income community on the north side of Houston, Texas. The proposed development group has a long history of concern about the quality of housing at Fulton Village. They started in 1995 attempting to acquire the property from private ownership in California. There were many delinquencies at Fulton Village at the time especially in the area of housing quality. HUD (the project's lender at the time) wanted to proceed; but, the development group could not convince the private owners to relinquish control on friendly terms. HUD proceeded to take control of the property. They relocated all the tenants and demolished the buildings. This was all finalized by the first quarter of 2000. They then conveyed the property to the Housing Authority of the City of Houston "HACH". HACH asked the development group to join in their effort to bring quality housing back to the Fulton Village community. The development group has maintained communication with the former tenants and has a group of 68 families ready to return to their "home." At the same time, the team has been asking virtually all aspects of the community for their desires for quality affordable housing at Fulton Village. The result is a community-oriented product that is designed and located with the community and the former tenants in mind.

The Fulton Village Apartments will total 108 units catering to the 15% AMI, 40% AMI, 55% AMI and the Market Rate needs of near north Houston. The project is designed to accommodate a much greater segment of the lower income needs as compared to the normal Section 42 proposal (reaching down as far as the 15% AMI group.) This is accomplished to meet the goals of HACH to better serve this underserved housing population. It is also interesting to note that in spite of this service and the lower rents anticipated, the project still underwrites for

hundreds of thousands more in tax credits than are being requested. The spirit of this design is to work with the State of Texas to maximize the number of affordable units serving the greatest segment of need for the least amount of tax credit allocation.

Background of Victory Apartments

The Victory Apartment development site comprises three city blocks located between Cleveland, Wilson, Victor, and Genesee Streets, Houston, Harris County, Texas. The site lies west of the downtown central business district of the City of Houston. The property lies primarily in a residential area, but a public park, two schools (one in use, one vacant), and a few commercial sites are located nearby. Reliant Energy–HL& P provide electrical service, the City of Houston provides sewer and water service, and ENTEX provides natural gas service. The Victory Apartments will include 100 units. The “family” segment will be a major marketing focus of the Victory Apartment on-site management. However, both single adults and seniors are also expected to live at the Victory Apartments. The property will serve families from 0% AMI to 60% AMI.

Responsibilities of the Parties

The responsible parties with duties relative to management for Fulton Village Apartment are the Housing Authority of the City of Houston (HACH), Fulton Village Apartments, L.P. and the Management Agent. The responsible parties with duties relative to management for Victory Apartments are the Housing Authority of the City of Houston, 100 Victory, L.P. and the Management Agent. The management responsibilities of future developments will be provided by the Housing Authority of the City of Houston (HACH), the Limited Partner and the Management Agent.

In brief, HACH has a permanent role establishing policy and, as Asset Manager, monitoring management and financial operations. HACH will establish policy and act as Asset Manager in monitoring management and financial operations at Fulton Village Apartments, Victory Apartments and future developments. Each of these entities’ obligations are described in more detail below.

Long Term HACH Asset Management Activities

HACH’s roles with respect to Fulton Village Apartments, Victory Apartments and future developments are significantly different than any HACH has previously exercised. Instead of acting as the owner-manager (as HACH does at all the rest of its public housing developments and its Section 8 New Construction developments) or as the contract administrator (as HACH does for the Section 8 Existing Housing Program) HACH will be the Asset Manager, making policy for the Management Agent to implement. As Asset Manager, HACH will carry out the following duties (described in more detail in the attached Management Plan):

- Authority-wide Operating Budget Preparation, Financial Management and Audit;
- Public Housing Management Assessment Program Certification
- Administration of the Formal Grievance procedure
- Community and Supportive Services
- Operating Policy Adoption, Revision and Monitoring
- Occupancy and Civil Rights Oversight
- Grantsmanship
- Capital Planning and Program Administration
- Tax Credit Monitoring
- Housing Management Oversight
- Housing Maintenance Control and Inspections
- Insurance
- Security Program Administration
- Management Information Systems Interface

Policy and Fiduciary Direction

The HACH will delegated its day-to-day management responsibilities to the Management Agent, however, it must review and approve certain documents and act as the reviewer of and conduit for certain information between the Management Agent and HACH with respect to the site which it owns. The designated General Partner will receive any communications directed to the Limited Partnership and take all necessary routine actions needed for program implementation and operation. Each of the topics listed below is described in more detail in the attached Management Plan.

- Review, Approval and Forwarding of Operating Budget to HACH
- Tax Credit Reporting to the State of Texas and Internal Revenue Service
- Requests for Capital funds

Management Agent: Control of Day-to-Day Operations

The roles of HACH and Management Agent are quite limited, the Management Agent's responsibilities are broad, embracing the entire occupancy cycle, from admission to lease termination and all housing management and maintenance functions. The Management Agent's responsibilities that impinge directly upon the Site-based waiting list are described below, while the other activities for which the Management Agent is accountable are simply listed below with details in the Management Plan.

- Applicant Intake, Processing, Verification and Rent Computation

The Management Agent is responsible for:

1. Affirmative marketing;
2. Receiving applications;
3. Organizing and administering the site-based waiting list;
4. Processing applicants from the waiting list;
5. Determining eligibility;
6. Verifying information relative to income, family composition, age and relationship of household members, qualification for income deductions, preferences, citizenship or eligible immigrant status, and tenant history;
7. Computing rent;
8. Determining appropriate unit size;
9. Certifying tenants;
10. Submitting the electronic 50058 forms to HUD.

Since official policies relating to the tasks above are all covered in HACH’s Admissions and Continued Occupancy Policy, the Management Agent is responsible for ensuring that staff are fully conversant with the ACOP and, further, that the practices of the Management Agent’s occupancy staff are in full compliance with the HACH ACOP, which will ensure compliance with the applicable Federal law and regulations, as well as IRC Section 42 and HUD Handbook 4350.3.

Both HUD and HACH require that all aspects of the application intake and eligibility determination process be fully documented. To the extent possible, the Management Agent is to obtain third party written verification (from the source rather than from the applicant) of income, assets, medical expenses (for elderly and disabled families only), qualification for preferences, full time student status, child care expenses, and handicap expense allowances. When it is impossible to get written documentation, the Management Agent is permitted to use certain documents supplied by the applicant, such as birth certificates to document age, family relationships and citizenship or social security cards to document social security numbers.

As applicants come to the top of the waiting list and are processed for admission, they should be informed as early as possible of the likely security deposit and first months’ rent that will be required as well as the earliest probable date of admission (assuming that they pass screening.)

The estimated waiting time for the public housing waiting list, by unit size is below. The time is measured from the date the application is submitted for assistance until service is received.

Program & Unit Size	Average Waiting Period
Elderly 1 Bedroom	6-9 Months

Elderly 2 Bedroom	6-9 Months
Family 1 Bedroom	18 Months
Family 2 Bedroom	1.5 – 2 years
Family 3 Bedroom	2 – 3.5 years
Family 4 Bedroom	2 – 3.5 years
Family 5 Bedroom	2 – 3.5 years
Family 6 Bedroom	3 – 3.5 years

Applicant Screening

Besides technical processing of applicants described immediately above, the Management Agent carries out the screening of applicants according to the criteria enumerated in the HACH ACOP, IRC Section 42 and HUD Handbook 4350.3. Screening looks at each applicant’s recent tenant history. Each adult member of an applicant household must be able to demonstrate the ability to comply with the essential lease provisions listed below:

1. To pay rent and other charges as required by the lease in a timely manner;
2. To care for and avoid damaging the unit and common areas;
3. To use facilities and equipment in a reasonable way;
4. To create no health or safety hazards and to report maintenance needs;
5. Not to interfere with the right and peaceful enjoyment of others, and to avoid damaging the property of others;
6. To comply with necessary and reasonable rules and program requirements of HUD and HACH.

There is one final screening criterion related to refraining from engaging in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not engaging in drug-related criminal activity. This aspect of screening will be performed by HACH because the Management Agent does not have to same legal access to criminal records that HACH does. The Management Agent will supply HACH with the names, birthdates and social security numbers of all adult members of applicant families when the Management Agent is beginning screening. HACH will check the criminal history records of the families based on the information provided. HACH will notify the Management Agent about the names of any family members cannot pass the criminal history check and whose applications must be rejected.

The verification requirements relative to screening are the same as those for eligibility and rent computation. Essentially, the Management Agent must be able to document the decision to admit or reject each applicant.

Informal Hearings for Rejected Applicants

Under Federal law, an applicant who is rejected for public housing (including that at Historic Oaks or Fulton Village Apartments) is entitled to an informal hearing, regardless of whether the rejection is based on the family's ineligibility or failing screening. It shall be the Management Agent's responsibility to hold such Informal Hearings for rejected applicants. If applicants allege either that the informal hearing was not held in accordance with HACH's ACOP or that they are being discriminated against because of their membership in a protected class, HACH will offer them a further informal hearing. The Management Agent is responsible for informing HACH of any such complaints within three days of receipt of the complaint.

Unit Offer

After each applicant family has been determined to qualify for admission (they are eligible and they pass screening), they will receive a formal offer of housing. To the extent possible, the Management Agent should make the offer of housing in a manner that gives the applicant time to provide proper notice to his/her current landlord and obtain the Security Deposit and first month's rent.

While the unit offer may be made by telephone (if the family has a telephone), the family must also receive a form letter that makes the same offer. The offer is unit specific; it identifies a unit of a specific size and address with a decision deadline. The family is required to either accept the offer, document a "good cause" why they cannot accept the offer, or must reject the offer. The permissible "good causes" to reject a unit are listed in HACH's ACOP. If a family rejects an offer without good cause, they will lose all preferences and their names will be removed from the waiting list for Historic Oaks. Acceptance must occur within four (4) working days of the offer.

The Management Agent shall document all offers made whether the offers are accepted, rejected for good cause, or rejected, along with the reason for rejection (if known).

Pre-occupancy Orientation, Move-in Inspection and Leasing

Every applicant who accepts an offer of a unit will receive a pre-occupancy orientation and training program designed to familiarize them with their unit, the development, the Resident Council, the larger neighborhood and the range of services and opportunities available to them. The orientation will cover the lease, house rules, utilities, and will include an inspection of the unit. Any deficiencies present in the unit at the time of the move-in inspection must be noted on the inspection form and should be corrected either before actual move-in or immediately after move-in.

The lease can be executed when the Security Deposit and a pro rata share of the first month's rent are paid. The Management Agent shall deposit the Security Deposit to the account designated by HACH. Once the Security Deposit is paid, the Management Agent can execute the lease and provide the keys to the resident.

Annual Recertifications and Interim Adjustments to Rent

Federal law requires that the income and family circumstances of all public housing residents be re-examined at least annually. The Management Agent is responsible for carrying out the obligatory annual recertifications as well as any Interim Adjustments (between regular recertifications) that may be required under the HACH lease and ACOP. Should annual recertifications or interim adjustments require a change in the rent amount, the Management Agent shall notify the affected resident in the manner required by the lease and make the changes to the rent roll at the time and in the manner specified by HACH.

Residents are required, under the lease, to notify the Management Agent of certain changes in their income and family circumstances. Other than additions to the family by birth, the family is required to obtain permission from the Management Agent to add members to the lease. Adults proposed for addition to the lease are subject to the same screening as all other applicants.

Transfers

From time to time, it will be necessary to transfer residents. The most common reason for transfers is a change in family size that results in the family needing a smaller or larger unit. Other reasons why transfers may be needed would be related to a resident's disability, or to serious damage, that makes a unit (temporarily) uninhabitable. When a unit of the suitable size and type is available for a transfer within the project, the Management Agent may make transfers by following the requirements of the lease, HACH's ACOP, IRC Section 42 and HUD Handbook 4350.3. A new lease is executed for the unit into which a family transfers and all tenant accounting records are adjusted as required by HACH.

If a unit of the proper size of type is not available into which to transfer a resident, the Management Agent shall contact the HACH Deputy Director for Housing Management. Since all residents, although not tenants of HACH, are entitled to the protections and benefits of all other tenants of HACH, the full range of vacant units in HACH's inventory at any given time is a possible transfer resource.

In making transfers, the Management Agent must keep in mind the absolute income limit (of 60% of area median) that results from the Low Income Housing Tax Credits. An individual or couple with an income exceeding the tax credit limits can be transferred to another HACH property.

- Rent Collection and Tenant Accounting
- Property Management, Lease Enforcement and Evictions

The Management Agent is responsible for all aspects of day-to-day property management at the Fulton Village Apartments, Victory Apartments and future developments. This includes, but is not limited to the following activities in compliance with the Lease, ACOP and applicable Federal and State law:

1. Receiving and responding appropriately to resident concerns, complaints and other communications;
2. Overseeing the quality of the physical plant, including dwelling units, community building, office, maintenance storage area and shop, laundry facilities, recreation facilities, utility distribution systems, grounds, streets, parking areas, sidewalks, and all the appurtenances thereto;
3. Setting up and maintaining applicant files, resident files and unit files;
4. Enforcing the lease and House Rules, including informal and formal notification of lease or house rule violations, Notice of Lease Cancellation, Lease Termination and Eviction;
5. Preparation of documentation and forms necessary to carry out evictions, submission of such materials to HACH for review and approval, taking eviction cases to Court;
6. Recommending to HACH any changes needed in HACH policies, procedures or practices.

Informal Grievance Hearings

The Management Agent shall be responsible for the first step in the HACH Grievance Procedure, under which a resident who has a grievance about the Management Agent's actions or failure to act may seek resolution. The first step is an informal hearing in which the resident explains the substance of the grievance and what relief is sought. Any such informal hearings should be conducted in accordance with HACH's Grievance Procedure. If the resident is not satisfied with the outcome of the Informal Hearing, the resident may request a Formal Hearing, at which point the matter will be referred to HACH, which will complete the process.

- Annual Unit and Systems Inspections
- Maintenance and Maintenance Records
- Procurement
- Personnel Administration and Service Contracts
- Monthly Operational and Financial Reports
- Operating Budget and Year-End Reporting
- Annual PHMAP Certification

Policy Revisions Needed to Ensure Mixed Income Occupancy and Neighborhood Equity

In the course of developing the development proposals and plan and as the financing transaction advanced, decisions and pledges were made that require certain revisions to the HACH Admissions and Continued Occupancy Policy. Besides the policy decisions made as Allen Parkway Village and the process evolved, HACH recognizes that the neighborhood improvements hoped for are, indeed, beginning to occur, but that these improvements are having the effect of pricing some residents of the neighboring Fourth Ward out of their homes. To address all the pledges and issues to date, the following policy changes will be enacted before leasing at Fulton Village, Victory Apartments and future developments:

Site-Based Waiting List

By this Annual Plan, HACH adapts a site based waiting list for Fulton Village and Victory Apartments. The Management Agent shall be responsible for carrying out the Affirmative Marketing strategy approved in conjunction with the site-based waiting list.

Return of the Remaining Families

HACH acknowledges the rights of the final 68 families in residences at Fulton Village Apartments to return to the Fulton Village Apartments, that meet eligibility requirements.

Preference for Current or Former Tenants from the Fourth Ward

For admission to the Victory Apartments and/or Fulton Village only, HACH shall grant a local preference to Families that were tenants (renters) in privately owned housing in the Fourth Ward on October 1, 1997.

To qualify for this preference, an applicant family must be able to verify that the family's head, spouse or sole member was the head, spouse or an adult member of a family that was renting privately owned housing in the Fourth Ward on October first, 1998, whether or not the applicant is still a resident of the Fourth Ward at the time of application.

For the purposes of awarding this preference, the Fourth Ward shall be considered to be all property within the following boundaries: On the North, the center of Buffalo Bayou, on the East, route I-45, on the South, the center of Webster Street, and on the West, the center of Taft Street.

An applicant family may document its qualification for the Fourth Ward Local Preference by providing any of the following listed materials that demonstrate both their current or former Fourth Ward address, as well as the fact that the family lived at the address on October 1, 1998:

1. Lease;
2. Dated Rent Receipts;
3. Utility records, including: connection date, name in which utilities were billed, and disconnection date (if applicable);
4. School or college records, including: name of family head, dates of family member attendance, address of record;
5. Fixed or employment income records with address and dates from: Social Security Administration, Department of Human Services, Employers (W-2 forms);
6. Voter registration records;
7. Motor vehicle registrations or drivers license records;
8. Medical records indicating address covering the preference period;
9. Dated bills mailed to applicant's Fourth Ward address covering the preference period;
10. Other public records;
11. Notarized affidavit from the rent man (including the applicant's address and dates of tenancy)

For Elderly Families, the Fourth Ward preference shall be the highest preference in effect; for the non-elderly families, the Fourth Ward preference shall be the second highest preference, after income tier, but before date and time of application.

Income Distribution

Applicants shall be sorted by income tier, according to family size/unit size needed, with distribution targets as follows:

Applicants with incomes between 0 to 30% of area median income:

1/3 of families admitted may have incomes in this income tier

Applicants with incomes between 31 and 50% of area median income:

1/3 of families admitted may have incomes in this income tier

Applicants with incomes between 51 and 80% of area median income:

1/3 of families admitted may have incomes in this income tier

For all families admitted the Income Distribution and Fourth Ward preferences are more important than date and time of application. As units become available initially and as they turn over the Management Agent shall be responsible for admitting applicants proportionally according to the above-stated income tiering goals.

Current HACH Residents and Applicants

Everyone who is a current resident (listed on a dwelling lease) of a HACH unit or who is currently an applicant for public housing will be notified of their right to apply for the Site-based waiting list at Historic Oaks, Fulton Village Apartments, Victory Apartments and future developments.

Lease Provision for Relocation in the case of Operating Subsidy Shortfall

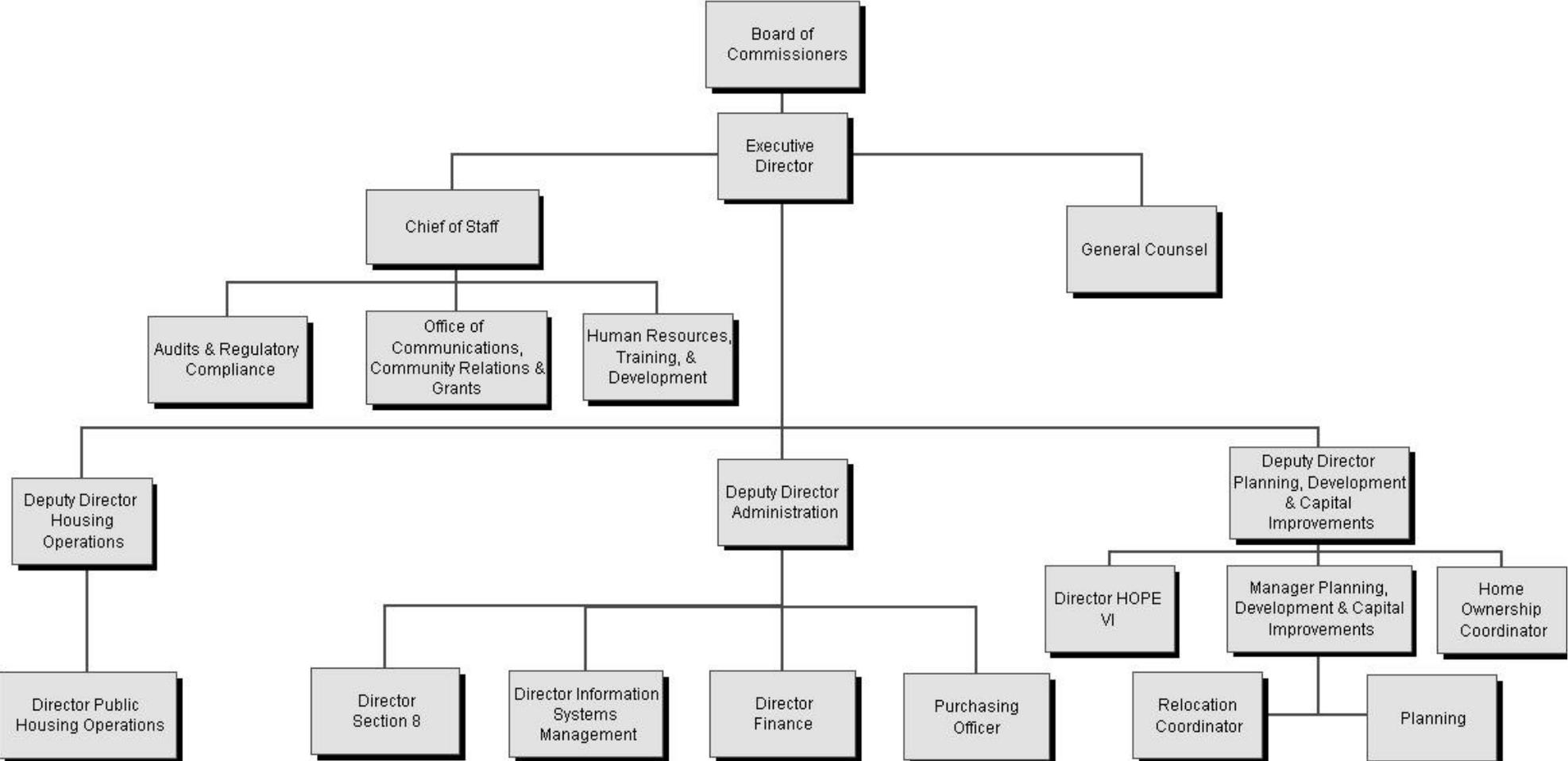
In order to ensure the long-term financial solvency of Fulton Village and Victory Apartments, a provision will be added to the leases of tenants as follows:

By signing this addendum, Resident acknowledges that he or she is or may become the beneficiary of Operating Subsidy received by Owner from HACH which is used to make up the difference in the cost of operating the development and the rental payment made by Resident. In the event of the reduction or elimination of such Development Operating Subsidy caused by a change in the law or regulation, Resident agrees to terminate this lease and vacate the Dwelling Unit upon receipt of 30 days notice and the offer of comparable replacement housing or 60 days Notice and receipt of a Section 8 Certificate or Voucher from HACH.

Section 8 Preference for Displacees

HACH will amend its Section 8 Administrative Plan to adopt a preference for residents of Fulton Village and Victory Apartments who are displaced by the action taken under the Lease Provision above due to an Operating Subsidy Shortfall.

Housing Authority of the City of Houston Organization Chart 2000



~~Housing Authority of the City of Houston~~
~~—RESIDENTIAL LEASE~~
~~AGREEMENT~~

~~THIS LEASE IS IN TWO PARTS:~~

~~Part I is a lease contract. This is executed by the resident and the HACH, includes Part II Terms and Conditions (by reference) and the following information specific to each family's circumstances:~~

- ~~—Identification of all members of Tenant household by relationship to the Head of the Household, their social security numbers, ages (at the time of lease execution) and dates of birth (DOB);~~
- ~~—Unit address, occupancy date, project name and number;~~
- ~~—Pro-rated and full monthly rent amount, security deposit required, pro-rated and full monthly utility allowance provided (if any), pro-rated and full monthly utility reimbursement (if any) and the amount of any other charges due under the lease;~~

- ~~• Utilities and appliances provided by HACH with the unit; Pamphlets or informational materials provided to Tenant; Signature line for the parties to the lease (all adult members of Tenant household must sign the lease);~~
- ~~• Emergency telephone number for Tenant to use if maintenance problems arise with the unit outside of normal HACH working hours.~~

Part II establishes the Terms and Conditions of the lease. These apply to all residents;

Housing Authority of the City of Houston

PART I of the

RESIDENTIAL LEASE AGREEMENT:

PART I

Housing Authority of the City of Houston

THIS AGREEMENT is executed between the Housing Authority of the City of Houston (hereinafter referred to as ~~called~~ "**HACH**"); and (**resident name**) _____, (**client number**) _____ (hereinafter referred to as ~~called the~~ "**Tenant**"), and becomes effective as of this date: _____. HACH and Tenant hereby agree on the following terms and conditions:

(1) **Unit:** ~~That the HACH, is~~ relying upon the representations of ~~Tenant~~ Tenant as to ~~Tenant~~ Tenant's income, household composition and housing need, leases to ~~Tenant~~ Tenant, (upon Terms and Conditions set forth in Part II of this Lease ~~a~~ Agreement) the dwelling unit located at _____ (and hereinafter referred to as ~~called the~~ "premises") to be occupied exclusively as a private residence by ~~Tenant~~ Tenant and household. The ~~Tenant~~ Tenant's unit ~~number~~ number is _____.

(2) **Household Composition:** The ~~Tenant~~ Tenant's household is composed of the individuals listed below. ~~(In addition to~~ Other than the Head of Household and/or Spouse, each household member should be listed by age, at the time lease is signed.

Name	Relationship	Age & Birthdate	Social Security #
1.	Head of Household	___ / ___ / ___	___-___-____
2.		___ / ___ / ___	___-___-____
3.		___ / ___ / ___	___-___-____
4.		___ / ___ / ___	___-___-____
5.		___ / ___ / ___	___-___-____
6.		___ / ___ / ___	___-___-____
7.		___ / ___ / ___	___-___-____
8.		___ / ___ / ___	___-___-____
9.		___ / ___ / ___	___-___-____
10.		___ / ___ / ___	___-___-____

(3) **Term:** The term of this Lease shall be for month to month, renewable as stipulated in Part II of the Lease.

(4) **Rent Choice:** The Tenant has selected to have the monthly rent calculation to be based on the method initialed below by the Tenant:

_____ Income Based **OR** _____ Flat Rent

The selected rent shall not exceed the established Ceiling Rents.

(5) ~~(4)~~ **Rent:** ~~Monthly~~ Initial rent ~~(prorated for partial month)~~ shall be \$ _____. If prorated for partial month, the initial rent shall be \$ _____.

The ~~monthly~~ after, rent in the amount of \$_____ per month, plus excess utility charges and other tenant charges shall be due and payable, without demand, in advance, on the first day of each month, and shall be delinquent after the fifth (5th) working day of said month. The HACH will be under no obligation to send out monthly statements for rent due. A utility reimbursement (if applicable) shall be paid to the ~~Tenant~~ Tenant. All rental installments and/or other charges shall be made payable to the order of the Housing Authority of the City of Houston by check or money order. **Cash will not be accepted.**

(6) **Utilities and Appliances: HACH-Supplied Utilities**

If indicated by a (X) below, HACH provides the indicated utility as part of the rent for the premises:

() Electricity () Gas () Water () Sewerage () Other: _____

If indicated by a (X) below, HACH shall provide the following appliances for the premises:

() Cooking Range () Refrigerator () Other: _____

(7) **If indicated by a (X) below,** HACH shall provide the ~~Tenant~~ Tenant with a Utility Allowance in the monthly amount of \$_____ for the following utilities which are paid directly by the ~~Tenant~~ Tenant to the Utility supplier:

() Electricity () Gas () Water () Sewerage () Trash Removal

(8) **Utility Allowances: check-metered properties.**

HACH shall provide ~~Tenant~~Tenant with a consumption allowance for check metered utilities in accordance with the schedule of current "Utility Allowance/~~Tenant~~Tenant Purchased Utilities" posted in the ~~on-site~~Manager's Office, said schedule is and incorporated herein by reference.

Any

usage of utilities in excess of this consumption allowance shall be ~~charged~~billed to ~~tenant~~Tenant as an excess utility charge at the utility rate paid by HACH at the ~~Tenant~~Tenant's development.

(9) **Security Deposit:** ~~Tenant~~Tenant agrees to pay an amount of \$_____ as a security deposit, computed as required by the Admissions and Continued Occupancy Policy. See Part II of this Lease for information on treatment of the Security Deposit.

(10) **Pet Deposit:** If applicable, Tenant agrees to pay a refundable deposit if Tenant is approved to have a pet in the rental unit. A non-refundable deposit to cover reasonable operating costs relating to the presence of pets in the units will also be paid by the tenants. These deposits will be due from the Tenant upon receiving approval from HACH to have a pet in the unit. The amounts are established by the HACH and are listed in the Pet Policy.

(11) **Emergency Contact:** At the time of execution of this Lease Agreement, the Tenant identifies the following family member as a contact person in case of an emergency:

Name: _____
Address: _____
Phone: _____
Relationship to Tenant: _____

(12) **Execution:** ~~By Tenant~~Tenant agree's that by signatureing below, ~~Tenant~~Tenant and all household members agree to abide by the terms and conditions of Part I and II of this Lease and all additional documents made as part of the Lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of Part ~~III~~IV of this Lease Agreement have been received and ~~thoroughly~~explained to me/us.

~~TENANT~~TENANT: _____ DATE _____

~~SPOUSE/CO-TENANT~~TENANT: _____ DATE _____

MANAGER: _____ DATE _____

TENANT/HEAD OF HOUSEHOLD'S CERTIFICATION

I, _____ hereby certify that ~~I~~, nor any other members of my household, have not committed any fraud in connection with any federal housing assistance program, ~~unless such fraud was fully disclosed to HACH before execution of the lease, or before HACH approval for occupancy of the unit by the Household member.~~

I further certify that all information or documentation submitted to HACH by myself or any other household members in connection with any federal housing assistance program (before and during the Lease term) are true and complete and contain no omissions to the best of my knowledge and belief.

Tenant's Signature

Date

ATTACHMENTS

If indicated by a (X) below, HACH has provided the ~~tenant~~ Tenant with the following attachments and information:

- Part II of this Lease Pet Policy Standard Maintenance Charges (may be updated)
- Watch Out for Lead Paint Poisoning Notice Grievance Procedure (may be updated)
- Smoke Detector Certification Release to Obtain Usage Reports from Utility Companies
- Community Service & Family Self-Sufficiency Tenant Certification
- ~~Housekeeping Standards~~ Community Rules (includes Housekeeping Standards) Other

STATEMENT ON RECEIPT OF INFORMATION

I/We have received a copy of the above information including "The Danger of Lead Poisoning to Homeowners" and "The Danger of Lead Poisoning to Renter." The above information has been ~~thoroughly~~ explained to me/us. I/We understand the possibility that the lead-based paint may exist in the unit.

~~Tenant~~ Tenant's Signature

Date

Co-Tenant's Signature

Date

Housing Authority of the City of Houston



RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

PART II

THIS LEASE AGREEMENT (~~hereinafter referred to as called the~~ "Lease") is between the Housing Authority of the City of Houston, (~~called hereinafter referred to as "HACH") and Tenant~~ Tenant named in Part I of this Lease (~~called hereinafter referred to as "Tenant"~~ Tenant").

1. Description of the Parties and Premises:

- (a) ~~(a)~~ HACH, using data provided by ~~Tenant~~ Tenant about income, family composition, and needs, leases to ~~Tenant~~ Tenant, the property (hereinafter referred to as called "premises" or "dwelling unit") described in Part I of this Lease Agreement, which is subject to the terms and conditions contained in Parts I and II of this Lease.
- (b) ~~(b)~~ Premises must be used only as the only private residence solely for the use and occupancy of the Tenant and the family household members named on Part I, Section (2), of this Lease. HACH may, by prior written approval, consent to ~~Tenant~~ Tenant's use of the unit for purposes allowed for in Section 3 of the Housing Act for legal profit making activities subject to HACH's policy on such activities.
- (c) Any additions to the household members named on the Lease, including live-in aides and foster children, require the **advance written approval of HACH.** Such approval will be granted only if the new family members pass HACH's screening criteria and if a unit of the appropriate size is available. Prior to HACH's approval no additional persons will be allowed to move into the premises. Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which HACH may terminate the Lease in accordance with Section 16.
- (d) ~~(d)~~ ~~Tenant~~ Tenant agrees to shall immediately report to HACH in writing and within 10 days, any deletions (for any reason) from the
household members no longer living in the premises and named on the Lease.

2. Lease Term and Amount of Rent

- (a) ~~Unless otherwise modified or terminated in accordance with Section 16, this Lease may be shall automatically be renewed for successive terms of one calendar month.~~

- (b) The rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by HACH in accordance with Section 7 herein. The amount of the Tenant Rent shall be determined by HACH in compliance with HUD regulations and in accordance with HACH's Admissions and Continued Occupancy Policy.
- (c) **Rent is DUE and PAYABLE in advance without demand on the first day of each month and shall be considered delinquent after the fifth business day of the month.** Rent may include utilities as described in Section 6 below, and includes maintenance charges for repairs that were beyond normal wear and tear.
- (d) When HACH makes any change in the amount of Tenant Rent, HACH shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. The notice shall inform the Tenant that the Tenant may ask for an explanation of how the amount is computed by HACH. If Tenant makes such a request, HACH shall respond within a reasonable period of time.

3. Other Charges

In addition to rent, ~~Tenant~~Tenant is responsible for the payment of ~~certain~~ other charges specified in this Lease. The type(s) and amounts of other charges are as specified in Part I of this Lease Agreement. Other charges ~~may~~ include:

- (a) Maintenance costs: The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by ~~Tenant~~Tenant, household members or ~~by~~ guests. When HACH determines that ~~needed~~ maintenance repairs are needed and are is not caused by other than normal wear and tear, ~~Tenant~~Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by HACH based or the actual cost to HACH for work not listed on the Schedule of Maintenance Charges. If overtime work is required, overtime rates shall be charged.
- (b) Excess Utility Charges: At developments where utilities are provided by HACH, a charge shall be assessed for excess utility consumption due to ~~tenant~~Tenant use. This charge does not apply to ~~Tenant~~Tenants who pay their utilities directly to a utility supplier.
- (c) Installation charges for ~~tenant~~Tenant-supplied air conditioning uniters.
- (d) Late Charges: A charge of \$15.00 will be assessed for rent or other charges paid after the fifth (5th) working business day of the month.
- (e) HACH shall provide written notice to Tenant of any charges over the rental amount due and when these charges are due. Said charges are due two weeks after Tenant receives HACH's written notice.

~~(d) Late Charges: A charge of \$15.00 will be assessed for rent or other charges paid after the fifth (5th) working day of the month.~~

4. Payment Location

Rent and other charges can be paid at locations specified in Rent Statement. CASH WILL NOT BE ACCEPTED~~HACH will not accept cash~~

5. Security Deposit

(a) ~~Tenant~~Tenant Responsibilities:

(1) Security Deposit: ~~Tenant~~Tenants agrees to pay an amount equal to the greater of \$100.00 or one month's Total ~~Tenant~~Tenant Payment. The dollar amount of the security deposit is noted on Part I of this Lease.

(2) Pet Deposit: If applicable, Tenant agrees to pay a refundable deposit if Tenant is approved to have a pet in the rental unit. A non-refundable deposit to cover reasonable operating costs relating to the presence of pets in the units will also be paid by the tenants. These deposits will be due from the Tenant upon receiving approval from HACH to have a pet in the unit. The amounts are established by the HACH and are listed in the Pet Policy.

(b) HACH's Responsibilities:

(1) HACH ~~will~~may use the Security Deposit at the termination of this Lease to:

(2) ~~To p~~Pay the cost of any ~~debt~~rent or any other charges owed to HACH by ~~Tenant~~Tenant at the termination of this Lease.

(3) ~~To r~~Reimburse HACH for the cost of repairing any ~~intentional or negligent~~ damages (which are not normal wear and tear) to the dwelling unit caused by ~~Tenant~~Tenant, household members or guests.

(4) Security deposits less any deductions for damages, which are not wear and tear repairs, will be refunded only after Tenant vacates the units. Any deductions from the security deposit will be in a written statement and forwarded to Tenant's forwarding address.

(5) Refund the security deposit or send written statement for damages within thirty (30) days after move-out.

(c) Forfeiture of Deposit

- (1) Violation of any of the terms, covenants or conditions of this lease will be cause for forfeiture of Deposit. Management may apply all or a portion of the security deposit to any damages suffered by HACH or as a result of Tenant default.

~~The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated, and HACH has inspected the dwelling unit.~~

~~The return of a security deposit shall occur within 30 days after Tenant moves out. HACH agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes HACH with a forwarding address. If any deductions are made, HACH will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.~~

~~HACH agrees to pay any interest earned on Tenant's Security Deposit in accordance with the requirements of Texas Law.~~

6. Utilities and Appliances

- (a) HACH Supplied Utilities: If indicated by a (X) on Part 4I, No. 6, HACH will supply the indicated utility: electricity, ~~natural~~ gas, water, sewer service, trash collection. Tenant will pay for all other utilities, related deposits and charges on Tenant's utility bills. HACH will not be liable for any disruptions or the failures to supply utility service provided for by HACH any cause whatsoever beyond its control.
- (b) If indicated by a (X) on Part I of the Lease Agreement, HACH will provide a cooking range, refrigerator, and, in certain developments, an air conditioning unit. Other major electrical appliances, air conditioning units, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of HACH. Air conditioning units must be professionally installed or may be installed by HACH maintenance personnel for a reasonable fee
- (c) ~~Tenant~~ Tenant-paid Utilities: If ~~Tenant~~ Tenant resides in a development where HACH does not supply electricity, ~~natural~~ gas, water, sewage service, or trash collection, an Allowance for Utilities shall be established. The allowance shall be, appropriate for the size and type of dwelling unit, for which the utilities Tenant pays utilities directly to the utility supplier. The (Total Tenant rent) less the Allowance for Utilities shall equals Tenant the Tenant Rent. If the Allowance for Utilities exceeds the (Total Tenant rent), HACH will pay the Tenant a (Utility) Reimbursement each month.

- (d) HACH may change the Allowance for Utilities at any time during the term of the Lease, and shall give ~~Tenant~~Tenant sixty (60) days written notice of the revised Allowance for Utilities, along with any ~~resultant~~ changes in ~~Tenant~~Tenant Rent or Utility Reimbursement.
- (e) ~~If Tenant's actual utility bill exceeds the Allowance for Utilities, Tenant~~Tenant shall be responsible for paying the ~~actual utility bill, related deposits and charges to the supplier.~~ If ~~Tenant~~Tenant's actual utility bill is LESS than the Allowance for Utilities, ~~Tenant~~Tenant shall receive the benefit of such saving.
- (f) ~~Tenant~~Tenant Responsibilities: ~~Tenant~~Utilities shall be used for normal household purposes only. Tenant agrees not to waste the utilities provided by HACH and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels.
- (g) ~~Tenant~~Tenant will not allow utilities to be disconnected by any means (including non-payment of bill) until the end of the Lease term. Tenant understands that the lack of utilities in a unit can lead to unsafe conditions affecting the health and safety of Tenants and will be a severe breach of this Lease Agreement.
- (h) Tenant agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

7. **Terms and Conditions of Occupancy**

The following terms and conditions of occupancy are a part of the Lease.

- (a) Use and Occupancy of Dwelling: ~~Tenant~~Tenant shall have the right to the exclusive use and occupancy of the dwelling unit for ~~Tenant~~Tenant and other household members listed on the Lease. With the prior written consent of HACH, members of the household may engage in legal profit making activities in the dwelling unit.

This provision permits reasonable accommodation of ~~Tenant~~Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the Manager, for an extension of this provision.

- (b) Ability to comply with Lease terms: If, during the term of this Lease, ~~Tenant~~Tenant, by reason of physical or mental impairment, is unable~~no longer able~~ to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and HACH has complied with all applicable statutes, laws and regulations that~~cannot make any reasonable accommodation that~~ would enable ~~Tenant~~Tenant to comply with the Lease, then~~THEN;~~ HACH will

assist ~~Tenant~~Tenant, or designated member(s) of ~~Tenant~~Tenant's family, to find more suitable housing and move ~~Tenant~~Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving ~~Tenant~~Tenant, HACH will work with appropriate agencies to secure suitable housing and will terminate the Lease in accordance with Section 14 of this Lease.

(c) Re-determination of Rent, Dwelling Size, and Eligibility: The rent amount as fixed in Part I of the Lease Agreement is due each month until changed as described below.

(1) The status of each family is to be re-examined at least once a year, unless the family claims zero "0" income in which case the family will be re-examined every 90-days.

(2) ~~Tenant~~Tenant agrees to supply HACH, when requested and when change occurs, with accurate information about: family composition; age of family members; citizenship or alien status of all family members; income and source of income of all family members; assets and related information necessary to determine eligibility; annual income; adjusted income; and rent.

Failure to supply such information or providing false information, -when requested, is a serious violation of the terms of the Lease and HACH may terminate the Lease.

All information must be verifiable and will be verified. Tenant agrees to comply with HACH requests for said verification, by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification as needed for all occupants of the unit 18 years of age or older including full-time students 18 year of age or older.

If additional information is required, HACH shall give ~~Tenant~~Tenant a reasonable amount of time in which to provide said information ~~notice of what actions Tenant must take, and of the date by which any such action must be taken~~ for compliance under this section. This information will be used by HACH to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for ~~Tenant~~Tenant's needs.

This ~~information determination~~ will be used ~~made in conjunction~~ in accordance with the Admissions and Continued Occupancy Policy, which is publicly available in the ~~Project~~Development's Office. A copy of the policies can be furnished on request at the expense of the person making the request.

(3) Rent may change during the period between regular re-examinations, if it is found that:

(i) A person with income joins the household (even if Tenant has elected flat rent payment choice).

(ii) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent;

If a reduction is granted, ~~Tenant~~Tenant must report subsequent increases in income within 10 days of the occurrence, until the next scheduled re-examination. (Failure to report within the 10 days may result in a retroactive rent charge.);

(iii) ~~If it~~—It is found that ~~Tenant~~Tenant has misrepresented the facts upon which the rent is based, so that the rent ~~Tenant~~Tenant is paying less than the rent that he/she should have been charged, HACH may then apply an increase in rent, retroactive to the first of the month following the month in which the misrepresentation occurred, and the total amount due will be payable the first of the following month. This type of misrepresentation or fraud may be cause for eviction and may be referred to the proper law enforcement agency for prosecution;

(iv) Rent formulas or procedures are changed by Federal Law or Regulation.

(4) —All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 100 days may result in a retroactive rent charge.

~~¶~~ _____ This Lease will **NOT** be revised to permit a change of family composition—resulting from a request to allow adult children to move back into the unit if it disqualifies the family for the size unit it is currently occupying, or if the new family member does not meet the eligibility for admission requirements.

(d) Rent Adjustments: ~~Tenant~~Tenant will be notified in writing of any rent adjustment due to the situations described above. ~~;~~—All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the— first day of the month following the reported change in circumstances or change in federal law or regulations, provided ~~Tenant~~Tenant reported the change in a timely manner, as specified above.

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and if it is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in

which the change was reported if the change is due to adding a new lease member or due to a change in income source. All other timely reported increases will be processed and implemented at the next annual re-exam or recertification.

(3) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income HACH shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred and the entire amount due shall be payable the first of the following month. Note that this could be described as fraudulent and be cause for eviction.

(4) In the case of a rent increase due to a change in federal laws or regulations, the increase will become effective the first day of the 2nd month following the month in which the HACH notifies the Tenant of the law or regulatory change.

~~(e)~~ _____

~~(f)~~ _____

~~(g)~~ _____

(h) ~~(e)~~ — **Transfers**

- (1) ~~Tenant~~Tenant agrees that if HACH determines that the size or design of the dwelling unit is no longer appropriate ~~to Tenant~~for Tenant's needs, HACH shall send ~~Tenant~~Tenant written notice of this determination. ~~Tenant~~Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.
- (2) HACH may move a ~~Tenant~~Tenant into another unit if it is determined necessary to rehabilitate or demolish ~~Tenant~~Tenant's unit.
- (3) If a ~~Tenant~~Tenant makes a written request for special unit features in support of a documented disability, HACH may modify ~~Tenant~~Tenant's existing unit. If the cost and extent of the modifications needed are equivalent to those required for a fully accessible unit, HACH may transfer ~~Tenant~~Tenant, at HACH's expense, to another unit with the features requested ~~at HACH's expense~~.
- (4) A ~~tenant~~Tenant without disabilities that ~~are~~is housed in a unit with special features must transfer to a unit without such features should a ~~Tenant~~Tenant with disabilities need the unit. The transfer shall be, at the HACH's expense.
- (5) ~~In the case of involuntary transfers, Tenant~~Tenant shall be required to move into the dwelling unit made available by HACH. ~~Tenant~~Tenant shall be given fifteen (15) days ~~time~~in which to move. The time begins to run from the date that the notice is delivered. ~~- following delivery of a transfer notice.~~ If ~~Tenant~~Tenant refuses to move, HACH ~~will~~may terminate the Lease and file for eviction.
- (6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.
- (7) HACH will consider any ~~Tenant~~Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

8. **HACH's Obligations**

HACH shall be obligated to:

- (a) Maintain the dwelling unit and the development in decent, safe and sanitary condition as required by applicable laws;
- (b) Furnish smoke detectors as required by statute. Such smoke detectors will be inspected at least annually. (Tenant will be charged for repairs needed to smoke detectors beyond normal wear and tear or for missing batteries.);
- (c) Make necessary repairs to the dwelling unit after receiving notice from Tenant as required in Section 9 (y);
- (d) Keep development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) Maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the HACH;
- (f) Provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;
- (g) Supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

~~(b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;~~

~~edTo k~~

- (h) ~~To n~~Notify ~~Tenant~~Tenant of the specific grounds for any proposed adverse action by HACH (such adverse action includes, but is not limited to: a proposed lease termination, transfer of ~~Tenant~~Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). When HACH is required to afford the ~~tenant~~Tenant an opportunity for a hearing under the HACH grievance procedure for a grievance concerning a proposed adverse action, the following shall apply:

- (1) The Notice of the proposed adverse action shall inform ~~Tenant~~Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination shall constitute adequate notice of proposed adverse action.

- (2) In the case of a proposed adverse action for other than a proposed lease termination, HACH shall not take the proposed adverse action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.

9. ~~Tenant~~Tenant's Obligations

~~Tenant~~Tenant Agrees to:

- (a) ~~_____~~Not assign the Lease, ~~nor~~ sublease, nor transfer possession of ~~the~~ dwelling unit to anyone for any reason.
- (b) Not ~~to~~ give accommodation to boarders or lodgers, and long term guests (in excess of 14 days) without the advance written consent of HACH.
- (c) ~~U~~~~T~~~~o~~ use the dwelling unit solely as a private dwelling for ~~Tenant~~Tenant and ~~Tenant~~Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care or a member of ~~Tenant~~Tenant's family, provided the accommodation of such persons conforms to HACH's Occupancy standards, and so long as HACH has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.
- (d) ~~T~~~~o~~ abide by necessary and reasonable ~~House~~~~r~~ Rules and regulations, including site based community rules promulgated by HACH for the benefit and well being of the housing ~~development~~project and ~~Tenant~~Tenants. Tenant is encouraged to familiarize himself/herself with these House Rules and regulations, which are ~~shall~~ be posted in a conspicuous manner in the ~~project~~development office and incorporated by reference in this Lease. Violation of such ~~R~~rules and regulations constitutes a violation of the Lease.
- (e) ~~T~~~~o~~ Comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of ~~Tenant~~Tenant and household.
- (f) ~~T~~~~o~~ Keep the dwelling unit and other such areas as may be assigned to ~~Tenant~~Tenant for Tenant's exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of ~~Tenant~~Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for ~~Tenant~~Tenants who have no household members able to perform such tasks because of age or disability. Scattered Sites Tenants must maintain and provide lawn care service for the above-described premises.
- (g) ~~(g)~~ ~~T~~~~o~~ Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by HACH. ~~T~~~~o~~ and refrain from, and cause members of ~~Tenant~~Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

Tenants living in Scattered Sites units must comply with all applicable deed restrictions established by the Neighborhood Association. The neighborhood deed restrictions are incorporated herein and made a part of this Lease. Any violation of any deed restriction shall put the Tenant in default, and HACH may, at its option, proceed under any of its

remedies provided herein or under such other remedies at law or in equity, as HACH may be entitled.

- (h) ~~To u~~Use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators in a reasonable manner.
- (i) Refrain from and cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or development.
- (j) Pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, ~~project~~development buildings, facilities, or common areas caused by ~~Tenant~~Tenant, household members or guests.
- (k) ~~To a~~Act, and cause household members and guests to act in a manner that will:
 - (1) Not disturb other residents' peaceful enjoyment of their accommodations; and
 - (2) ~~Be~~ Be conducive to ~~m~~Maintaining all HACH ~~development~~projects in a decent, safe, and sanitary condition.
- (l) ~~To a~~Assure that ~~Tenant~~Tenant, any member of the household, a guest, or another person under ~~Tenant~~Tenant's control, shall not engage in:
 - (1) Any criminal activity, ~~especially~~ that which threatens the health, safety, or right to peaceful enjoyment of HACH's public housing premises by other residents or employees of HACH, or;
 - (2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.);
 - (3) If the Tenant, household member or guest is convicted of manufacturing or producing methamphetamines (speed or any other illegal substance), such shall be grounds for immediate eviction from the premises.
- (m) ~~To m~~Make no alterations or repairs or redecoration to the interior or exterior of the dwelling unit or to the equipment, nor to install additional equipment or

major appliances, including air conditioners without prior written consent of HACH and. ~~To make no changes to locks or install new locks on exterior doors without HACH's prior written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by HACH.~~

- (n) ~~To~~ Exercise due care for the safety and security of residents, household members and guests, especially in the use of deadbolt locks, keyless night locks, window latches, and other security devices. In addition, Tenant agrees not to make changes to locks or install new locks on exterior doors without HACH's prior written approval.

Texas law requires that the HACH provide to the Tenant: (1) a window latch in each window; (2) a door knob or a deadbolt on each exterior door; (3) a sliding door latch or a pin latch on each sliding glass door, and (4) all requested repairs to locks and latches. At the time of the execution of this Lease, the Tenant may request, in addition to any existing security devices, the following: (1) deadbolt lock; (2) keyless lock; (3) door viewer; (4) pin latch; or (5) changing or re-keying of locks. If Tenant makes this request, the HACH must comply and install these additional devices; however, the Tenant must pay for this service in advance.

- (o) Give prompt prior notice to HACH, in accordance with Section 15 hereof, of Tenant's leaving dwelling unit unoccupied for any period exceeding two (2) weeks.

~~(n) To g~~

- (p) ~~To~~ Act in a cooperative manner with neighbors and HACH staff. To; refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and/or HACH staff.

- (q) Not to display or use or allow members of ~~Tenant~~ Tenant's household or guests to display or use any firearms, (operable or inoperable) or other offensive or deadly weapons as defined by the laws and courts of the State of Texas anywhere in the unit or elsewhere on the property of HACH except in compliance with State and local laws. A deadly or offensive weapon (including a firearm) means anything manifestly designed, made or adapted to for the purpose of inflicting death or serious bodily injury, or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury. A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined in Section 46.01 of the Revised Texas Penal Code. This also prohibits use of any firearms, BB guns, or pellet guns on Management property.

- (r) ~~To~~ take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon or near the premises.

- (s) ~~To a~~ Avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and ~~to~~ avoid using these for purposes other than going in and out of the dwelling unit.
- (t) Refrain from erecting or hanging radio or television antennas or satellite dishes on any part of the dwelling unit or common areas, that roof antennas and satellite dishes may be installed in accordance with regulations set forth by HACH with the written approval of HACH.
- (u) Refrain from placing signs of any type in or about the dwelling unit except those allowed ~~by under applicable zoning ordinances and then only after having received~~ written permission of HACH Management.
- (v) ~~TO R~~ Refrain from, and cause members of ~~TENANT~~ Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature ~~Q~~ in the dwelling unit ~~or on the grounds of any HACH development except in accordance with F ANY HACH's FAMILY DEVELOPMENT, UNLESS TENANTS VERIFIED DISABILITY WAN ANTS THE POSSESSION OF A~~ pet policy.
- (w) Remove from HACH property any vehicles without valid registration and inspection stickers. ~~To~~ refrain from parking any vehicles in any right-of-way or fire lane designated and marked by HACH. Any inoperable or unlicensed vehicle as described above will be removed from HACH property at Tenant's expense. Automobile maintenance and repairs are not permitted on development site.
- (x) Remove any and all personal property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by HACH. Costs for storage and disposal shall be assessed against the former Tenant.

The premises will be considered to be abandoned when Tenant no longer lives there, e.g., when mail no longer reaches Tenant at the address, when the telephone

Or utilities are disconnected, when neighbors report that the Tenant is no longer living in the unit, when nothing of value is left in the unit, or when individuals other than those names on Part I of this Lease are living in the unit.

~~In accordance with HACH's Pet Policy, pets may be kept in building designated by HACH for the elderly/ handicapped.~~

people

- (y) ~~To u~~ Use reasonable care to keep thehis dwelling unit in such condition as to ensure proper health and sanitation standards for ~~Tenant~~ Tenant, household members and neighbors. ~~TENANT~~ TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF ANY KNOWN NEED FOR REPAIRS TO THEHIS DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and

grounds of the Development Project. ~~Tenant~~Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

- (z) Not to commit any fraud in connection with any Federal housing assistance e Program and not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (aa) Pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (bb) Abide by necessary and reasonable rules and regulations promulgated by the Resident Council for the development, benefit and well being of the housing development and Tenants, including Site Based Community Rules adopted jointly by the Resident Council and the HACH
- (cc) Explain HACH's rules and regulations to all household members and guests and to be responsible for preventing violation of such.
- (dd) Maintain smoke detector operable at all times. Tenant will not temper with, damage, dispose, or remove smoke detector.
- (ee) Not deface, remove, relocate, abuse, destroy, or take possession of any HACH owned property and equipment including vehicles, office equipment, refrigerators, appliance, and maintenance equipment.
- (ff) Abide by necessary and reasonable rules and regulations applicable to the HACH's Admissions and Continued Occupancy Policy (ACOP), including Tenant obligations to complete the required 8 hours per month of community service, if applicable.

10. —NON-LIABILITY

11. —Program, and

12.

Tenant acknowledges that any security measures provided by HACH will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. HACH will not be liable to any Tenant, household member, or guest for injury, damage, or loss to person or property caused by criminal conduct of other persons; including theft, burglary, assault, vandalism or other crimes. HACH will not be liable to Tenant, any household member, or guest for personal injury or damage or loss to personal property from fire, water leaks, explosives, or natural causes; including rain, hail, ice, snow, smoke, lightning, wind, and interruption of utilities. Tenants are strongly urged to secure their own insurance policy to protect against those losses mentioned above. HACH will not furnish security personnel, security lighting, security gates or fences, or other forms of security, except as required by statute. If those things are provided Tenant

acknowledges it is specifically for the protection of HACH property only and is not to be relied on by Tenant as protection for Tenant or Tenant's property. If HACH's employees are requested to render services not contemplated in this Lease, Tenant will hold HACH harmless and indemnify HACH from all liability arising from said services for same. If information regarding Tenant, Tenant's rental history or any household member is requested by a third party for law enforcement or business purposes, Tenant authorizes HACH to may provide said information requested same.

13. Defects Hazardous to Life, Health or Safety

In the event that the dwelling unit is damaged ~~and to the extent that~~ conditions are created by said damages are such that the dwelling unit is hazardous to the life, health, or safety of the occupants:

HACH's Responsibilities

- (a) HACH shall be responsible the repair of the unit within a reasonable period of time after receiving notice from ~~Tenant~~ Tenant, ~~provided, If~~ the damage was caused by ~~Tenant~~ Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to ~~Tenant~~ Tenant.
- (b) If available, the HACH shall offer ~~Tenant~~ Tenant a replacement dwelling unit, if necessary repairs cannot be made within a reasonable time. HACH is not required to offer ~~Tenant~~ Tenant a replacement unit if ~~Tenant~~ Tenant, household members, or guests caused the damage or hazardous condition.
- (c) Tenant shall accept any replacement unit offered by HACH.
- (d) In the event HACH cannot make repairs, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- (e) If HACH determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

~~Tenant~~ Tenant's Responsibilities

- (a) ~~Tenant~~ If HACH fails to repair the damage within a reasonable amount of time, Tenant shall request the Development Project Manager to abate rent, when the damage is or becomes sufficiently severe that ~~Tenant~~ Tenant believes he/she is justified in having the rent in abated. The abated rent amount will be determined by the HACH manager.

- (b) ~~Tenant~~Tenant agrees to continue to pay full rent, less the abated portion agreed upon by HACH, during the time in which the defect remains uncorrected.

14. ~~Move-in and Move-out Inspections~~

- (a) (a) Move-in Inspection: HACH and ~~Tenant~~Tenant or representative shall inspect the dwelling unit prior to occupancy by ~~Tenant~~Tenant. HACH will give ~~Tenant~~Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by HACH and ~~Tenant~~Tenant and a copy of the statement retained in ~~Tenant~~Tenant's folder. HACH will correct any deficiencies noted on the inspection report, at no charge to ~~Tenant~~Tenant.
- (b) Other Inspections: HACH will inspect the unit annually or as needed to check for needed maintenance repair, Tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.-
- (c) Move-out Inspection-: HACH will inspect the unit at the time ~~Tenant~~Tenant vacates and give ~~Tenant~~Tenant a written statement of the charges, if any, for which ~~Tenant~~Tenant is responsible. ~~Tenant~~Tenant and/or representative may join in such inspection, unless ~~Tenant~~Tenant vacates without notice to HACH.

13. Entry of Premises During Tenancy

~~Tenant~~Tenant's Responsibilities

- (a) ~~Tenant~~Tenant agrees that the duly authorized agent, employee, or contractor of HACH will be permitted to enter ~~Tenant~~Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing. Emergency repairs may be performed at the earliest reasonable hour and at any hour of the day or night.
- (b) When ~~Tenant~~Tenant calls to request maintenance on the unit, HACH shall attempt to provide such maintenance at a time convenient to ~~Tenant~~Tenant. If ~~Tenant~~Tenant is absent from the dwelling unit when HACH comes to perform maintenance, ~~Tenant~~Tenant's request for maintenance shall constitute permission to enter.

HACH's Responsibilities

- (a) HACH shall give ~~Tenant~~Tenant at least forty-eight (48) hours written notice that HACH intends to enter the unit. HACH may enter only at reasonable times.

- (b) HACH may enter ~~Tenant~~Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- (c) If ~~Tenant~~Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, HACH shall leave a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

14. Contractual Lien and Abandonment

- (a) All property in the premises (except property exempt under Section 54.042 of the Texas Property Code) is subject to a contractual lien to secure payment of delinquent rent. For this purpose, "Premises" shall include living areas, exterior patios and balconies, porches, and storerooms to which Tenant has exclusive use, but does not include common areas.
- (b) If the premises have been surrendered, abandoned, or if Tenant has been judicially evicted, HACH or law officers may remove and/or store all property remaining in the premises or common area, including vehicles owned or operated by Tenant. A premises is surrendered on the earliest of the following dates: (i) all keys have been turned in where rent is paid; (ii) the move-out date has expired and the Tenant and household members live elsewhere; or (iii) the premises have been considered "abandoned", as defined below. A premises is deemed abandoned when: (i) Tenant and household members appear to have moved out because of substantial removal of clothing, furniture, or personal belongings from the premises and (ii) no one has been in the premises for five (5) consecutive days while the rent is due and unpaid. A premise is also considered abandoned on the 10th day after the death of the only person occupying in the premise.
- (c) STORAGE: HACH has the duty to store property removed under a contractual lien. Except for pets and items with little or no value as provided below, HACH has a duty to store property removed from the premises which has been surrendered or abandoned, but HACH shall not be liable for casualty, loss, or theft by others. HACH has no duty to store property removed after judicial eviction, but if HACH chooses to store same, HACH shall not be liable for casualty, loss, or theft by others. In all cases, Tenant is liable for payment of reasonable charges for packing, removal, storage and sale of any property removed and/or stored by HACH. HACH shall have a lien on all property removed and stored pursuant to this section, for all sums owed by Tenant to HACH.
- (d) REDEMPTION: If property has been seized and stored by HACH under a contractual lien for rent as authorized by the Texas Property Code, Tenant is entitled to redeem the property if Tenant pays all delinquent rent due at the time of the seizure. If notice of sale, as set forth below, is given before Tenant seeks redemption, Tenant is entitled to redemption only if Tenant pays the delinquent rent and reasonable charges for packing, removing and storing. If property has been removed and stored by HACH after

surrender, abandonment or judicial eviction, Tenant is entitled to redemption only if Tenant pays all sums owed by Tenant, including rent, late charges, storage, damages, etc. HACH at its option may return the redeemed property to the place of storage, HACH's office, or the premises. All payments shall be made payable to the order of the Housing Authority of the City of Houston by check or money order. **Cash will not be accepted.**

- (e) SALE OR DISPOSITION: Property removed after the premises has been surrendered, abandoned or after a judicial eviction may be discarded if deemed by HACH to be perishable (i.e. food, medicine, or plants) or worthless. Pets may be turned over to local authorities or humane society. All other property removed and stored by HACH may be disposed of as follows:

Sale shall take place no sooner than thirty (30) days after written notice of the date, time and place of sale is sent by both regular mail and certified mail (return receipt requested) to Tenant's last known address. Such notice shall itemize the amounts owed by Tenant and the name, address and phone number of the person to contact regarding the sale, amount owed and Tenant's right to redeem the property. Sale may be public or private and is subject to any third-party ownership or lien claims. Sale shall be to the highest cash bidder. Sale may be in bulk, in batches, or item-by-item. Sale proceeds in excess of sums owed shall be mailed to Tenant at Tenant's last known address within thirty (30) days after sale.

15. Notice Procedures

- (a) ~~Tenant~~ **Tenant Responsibility:** Any notice to HACH must be in writing, delivered to the ~~Development Project~~ Office or to HACH's central office, or sent by prepaid first-class mail, properly addressed.
- (b) ~~Tenant~~ **HACH Responsibility:** Notice to ~~Tenant~~ Tenant must be in writing, delivered to ~~Tenant~~ Tenant or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to ~~Tenant~~ Tenant.
- (c) Unopened, cancelled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.
- (d) If ~~Tenant~~ Tenant is visually impaired, all notices must be in an accessible format.

16. Termination of the Lease

- (a) (a) — This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the Lease or to

fulfill ~~Tenant~~Tenant obligations set forth in section 9 above, or for other good cause. In terminating the Lease, the following procedures shall be followed by HACH and Tenant.

Serious or repeated violation of terms **shall include but not be limited to:**

1. The failure to pay rent or other charges including excess utilities when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth business day of the month. Three such late payments within a 12 month period shall constitute a repeated late payment;
3. Failure to pay utility bills when ~~Tenant~~Tenant is responsible for paying such bills directly to the supplier of utilities;
4. Misrepresentation of family income, assets, citizenship, alien status or family composition;
5. Failure to supply, in a timely fashion, any certification, authorize a release for information, or any documentation on family income or family composition needed to process annual reexaminations or interim redeterminations.
6. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any ~~project~~development site;
7. Criminal activity by ~~Tenant~~Tenant, household member, guest, or other person under ~~Tenant~~Tenant's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of HACH's public housing premises by other residents, or any drug-related criminal activity on or off the premises;
8. ~~8.~~ Alcohol abuse that HACH determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
9. Illegal weapons or illegal drugs seized in a HACH unit by a law enforcement officer;
10. Any fire on HACH premises caused by the Tenant's, household member's or guest's carelessness, negligent actions or neglect, carelessness or unattended cooking

(b) HACH shall give written notice of the proposed termination of the Lease of:

1. Fourteen (14) days in the case of failure to pay rent or for repeated late payment of rent.
2. A reasonable amount of time, but not to exceed thirty (30) days, considering the seriousness of the violation ~~(but not to exceed 30 days)~~ and when the violation affects the health or safety of other ~~tenant~~ Tenants or when HACH staff are physically threatened;
3. Thirty (30) days in any other case.

(c) The notice of termination:

1. The notice of termination to ~~Tenant~~ Tenant shall state specific reasons for the termination, shall inform ~~Tenant~~ Tenant of his/her right to make such reply as he/she may wish, and of ~~Tenant~~ Tenant's right to examine HACH documents directly relevant to the termination or eviction.
2. When HACH is required to offer ~~Tenant~~ Tenant the opportunity for a grievance hearing, the notice shall also inform ~~Tenant~~ Tenant of the right to request such a hearing in accordance with HACH's grievance procedures.
3. When HACH is required to offer ~~Tenant~~ Tenant the opportunity for a grievance hearing concerning the Lease termination under HACH's grievance procedure, the tenancy shall not terminate (even if any Notice to Vacate under State ~~of~~ local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed.
4. Notice to Vacate or Notice of Termination of Lease does not release tenant from liability for future rentals while occupying the premises. Acceptance of monies at any time will not waive management's right of property damages, past or future rents, or other sums due.
5. When HACH is not required to offer ~~Tenant~~ Tenant the opportunity for a hearing under the grievance procedure and HACH has decided to exclude such grievance for HACH grievance procedure, the Notice of Lease Termination shall (a) state that ~~Tenant~~ the Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by HACH for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the

eviction is for a criminal activity that threatens health or safety of residents or staff or for drug-related criminal activity.

(d) ~~Tenant~~Tenant may terminate this Lease at any time by giving thirty (30) days written notice as described in Section 15, above.

(e) In deciding to evict for criminal activity, HACH shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors.

(f) When HACH evicts a ~~Tenant~~Tenant from a dwelling unit for criminal activity HACH shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

17. Waiver

No delay or failure by HACH in exercising any right under this Lease Agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

TENANTTENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND ARE UNDERSTOOD. TENANT FURTHER AGREES TO BE BOUND BY ALL THE PROVISIONS AND CONDITIONS OF THE HACH RESIDENT LEASE AGREEMENT AND CORRESPONDING DOCUMENTS. (SIGNATURE REQUIRED ON PART I OF THE LEASE.)

End of Lease - Part II

TENANT'S SIGNATURE

DATE

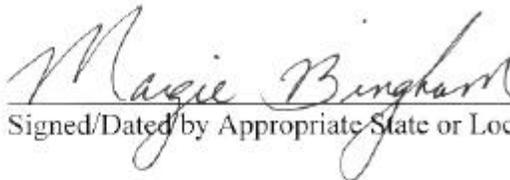
ADDENDUM B

Rent shall be mailed to:

Housing Authority of the City of Houston
c/o Rent Payments
P.O. Box 572968
Houston, Texas 77257-2968

**Certification by State or Local Official of PHA Plans Consistency with
the Consolidated Plan**

I, Margie Bingham the Director Department of Housing and Community Development
certify that the Five Year and Annual PHA Plan of the Housing Authority of the City of
Houston is consistent with the Consolidated Plan of Houston, Texas, Harris County,
Texas prepared pursuant to 24 CFR Part 91.


Signed/Dated by Appropriate State or Local Official



PHA Certifications of Compliance with the PHA Plans and Related Regulations Board Resolution to Accompany the PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the **5-Year Plan and Annual Plan** for PHA fiscal year beginning January 1, 2001, hereinafter referred to as “the Plan” of which this document is a part and make the following certifications and agreements with the Department of Housing Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan which includes the *Analysis of Impediments to Fair Housing Choice* for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site-based waiting lists:
 - The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measure to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR Part 903.7(c)(1).

8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA has submitted with the Plan a certification with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
15. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
16. With respect to public housing, the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
17. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
19. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize Capital Grant Funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the City of Houston

PHA Name

TX005

PHA Number

Signed/Dated by PHA Board Chair or other authorized PHA Official

RESOLUTION NO. 1836

**RESOLUTION APPROVING
THE HOUSING AUTHORITY OF THE CITY OF HOUSTON'S
COMPREHENSIVE AGENCY PLAN WHICH INCLUDES THE
ANNUAL PLAN FOR FY2001 AND 5-YEAR PLAN FOR FY2001-2005,
AND REVISES THE ADMISSIONS & CONTINUED OCCUPANCY
POLICY FOR THE LOW RENT PUBLIC HOUSING PROGRAM AND
THE SECTION 8 PROGRAMS ADMINISTRATIVE PLAN**

WHEREAS, the United States Department of Housing and Urban Development (HUD) promulgates regulations governing the practices of the Low Rent Public Housing Program and the Section 8 Programs; and

WHEREAS, H.U.D. requires all Public Housing Agencies submit a Public Housing Agency Annual Plan for FY2001 and 5-Year Plan for FY 2001-2005 pursuant to the Quality Housing & Work Responsibility Act of 1998 and applicable H.U.D. Regulations; and

WHEREAS, the *Housing Authority of the City of Houston (HACH)* has revised its Section 8 Programs Administrative Plan to reflect recent statutory and regulatory requirements in order to be in compliance with the Section 8 Programs; and

WHEREAS, the HACH has revised its Admissions & Continued Occupancy Policy to reflect recent statutory and regulatory requirements in order to be in compliance with the Low Rent Public Housing Program; and

WHEREAS, the Quality Housing & Work Responsibility Act of 1998 requires that the HACH provide the public an opportunity to inspect the proposed Comprehensive Agency Plan for a period of not less than 45 days, that the HACH allow the public the opportunity for public comment on the proposed plan, and that the HACH hold a public hearing to receive said comments; and

WHEREAS, the HACH prepared the Comprehensive Agency Plan which consists of an Annual Plan for FY2001 and 5-Year Plan for FY2001-2005, has complied with the requirements of a 45-day comment and public inspection period, has conducted a public hearing and has received and given consideration to public comments, and has made appropriate changes to the public housing agency plan after consultation with the Resident Advisory Board:

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF HOUSTON approves, adopts and permits the implementation of the Comprehensive Agency Plan for FY2001 and the 5-Year Plan for FY2001-2005, the Admissions & Continued Occupancy Policy, and the Section 8 Programs Administrative Plan. All documents are attached and incorporated by reference, and authorizes the Executive Director to implement this plan and submit it to the U.S. Department of Housing & Urban Development as required by the Quality Housing & Work Responsibility Act of 1998 and applicable HUD regulations.

EXECUTED THIS THE 17th DAY OF OCTOBER, 2000.

CHAIR

(SEAL)

ATTEST:

SECRETARY

SYNOPSIS

RESOLUTION NO. 1836

The Quality Housing and Work Responsibility Act of 1998 (the "Act") is the first piece of legislation passed by Congress in five years that enacts substantial revisions to the laws governing the public housing and Section 8 programs. The Act amends the 1937 Housing Act.

The Act requires all public housing agencies to develop a Public Housing Agency Annual Plan for FY2001 and a 5-Year Plan for FY2001-2005. A public Housing Agency must submit an annual plan for each fiscal year, however, an update to the annual plan in future years will be acceptable pursuant to current regulations.

The Annual Plan must include:

- A statement of needs within the community;
- A statement of the financial resources available to the agency to serve the community;
- The agency's eligibility, selection and admissions policies;
- The agency's rental policies for both the public housing and Section 8 programs;
- The agency's process for addressing inspection and maintenance issues;
- The agency's grievance procedures;
- A plan for capital improvements;
- A description of the agency's designation of housing for the elderly and disabled;
- An assessment of the buildings that are required to be removed, if the units meet specific criteria specified in the Act;
- A description of the agency's homeownership program;
- A plan for implementing the community work requirement, and the safety and crime prevention plan;
- Policies on pet ownership;
- Certification that the agency is in compliance with civil rights laws and the furtherance of fair housing;
- A statement on how the agency will carry out its asset management functions.

The Quality Housing & Work Responsibility Act of 1998 requires that the Housing Authority of the City of Houston make the proposed Public Housing Agency Annual Plan for FY2001 and 5-Year Plan for FY2001-2005 available for inspection by the public for a period not less than 45 days prior to the date of a public hearing to afford the opportunity for public comment on the proposed plan. The Housing Authority of the City of Houston prepared the Public Housing Agency Annual Plan for FY2001 and a 5-year Plan for FY2001-2005, complied with the requirements of a 45-day period for public inspection, conducted a public hearing, has received and given consideration to public comments, and has made appropriate changes to the Public Housing Agency Plan in consultation with the Resident Advisory Board.

The HUD deadline for submission of the HACH Public Housing Agency Plan for FY2001 and 5-Year Plan for FY2001-2005 is December 1, 2000. Once approved, we will electronically transmit this document to HUD Washington and hand deliver a hard copy to our local HUD Office.