

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

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Louisville Housing Authority CO 059  
Small PHA Plan Update  
Annual Plan for Fiscal Year: 2002

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

## PHA Plan Agency Identification

**PHA Name:** Louisville Housing Authority

**PHA Number:** CO059

**PHA Fiscal Year Beginning:** 01/01/02

### PHA Plan Contact Information:

Name: James L. Liles

Phone: 303-441-3929

TDD: 1-800-659-2656

Email (if available): JLHO@co.boulder.co.us

### 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: 3482 N. Broadway, Boulder, Colorado 80306
- PHA development management offices: Louisville Housing Authority, Management Office, 400 E. Simpson, Lafayette, Colorado 80026

### 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: 3482 N. Broadway, Boulder, Colorado 80306
- PHA development management offices: Louisville Housing Authority, Management Office, 400 E. Simpson, Lafayette, Colorado 80026
- Main administrative office of the local, county or State government
- Public library: Louisville Public Library, 950 Spruce, Louisville, Colorado 80027
- 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: Louisville Public Library, 950 Spruce, Louisville, Colorado 80027)

### PHA Programs Administered:

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

**Annual PHA Plan  
Fiscal Year 2002**

[24 CFR Part 903.7]

**i. Table of Contents**

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

<b>Contents</b>	<u>Page #</u>
 <b>Annual Plan</b>	
ii. Table of Contents	1
iii. Executive Summary (optional)	2
iv. Annual Plan Information	2
1. Description of Policy and Program Changes for the Upcoming Fiscal Year	3
2. Capital Improvement Needs	3
3. Demolition and Disposition	4
4. Homeownership: Voucher Homeownership Program	5
5. Crime and Safety: PHDEP Plan	9
6. Other Information:	
A. Resident Advisory Board Consultation Process	5
B. Statement of Consistency with Consolidated Plan	5
C. Criteria for Substantial Deviations and Significant Amendments	6
 <b>Attachments</b>	
<input checked="" type="checkbox"/> Attachment A: Supporting Documents Available for Review	i
<input checked="" type="checkbox"/> <b>Table Library</b> I, II, II Capital Fund Program Annual Statement	I
<input checked="" type="checkbox"/> <b>Table Library</b> Public Housing Drug Elimination Program (PHDEP) Plan	V
<input checked="" type="checkbox"/> Attachment B: Resident Membership on PHA Board or Governing Body	7
<input type="checkbox"/> Other (List below, providing each attachment name)	

**ii. Executive Summary**

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

The Louisville Housing Authority (LHA) has prepared the Agency Plan in compliance with section 511 of the Quality Housing and Work Responsibility Act of 1998 and all relevant HUD requirements. A summary of the Plan Follows:

- Applicants will be selected from the waiting list by preference and in order of date and time the Authority receives the application
- LHA has an aggressive screening policy for public housing requiring criminal checks and previous landlord references
- A minimum rent of \$50 has been established for public housing sites
- Section 8 Tenant-based Program screens applicants in compliance with HUD rules and regulations, completing background checks, without taking away from the responsibility of the landlord
- LHA follows the published Fair Market Rent (FMR) as the payment standard for the Section 8 Program.

**1. Summary of Policy or Program Changes for the Upcoming Year**

In this section, briefly describe changes in policies or programs discussed in last year’s PHA Plan that are not covered in other sections of this Update.

LHA has changed the Section 8 FMR to 110%. No other changes have taken place.

**2. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

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

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

B. What is the amount of the PHA’s estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$28,548

C.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

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

Not required

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

The Capital Fund Program Annual Statement is provided in the Attachment A: Part I, II, III

### **3. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

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

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

#### 2. Activity Description

<b>Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)</b>
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for      units <input type="checkbox"/> Public housing for      units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for      units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:



#### **4. Voucher Homeownership Program**

[24 CFR Part 903.7 9 (k)]

- A.  Yes  No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

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

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

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

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

[24 CFR Part 903.7 (m)]

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

- A.  Yes  No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- B. What is the amount of the PHA’s estimated or actual (if known) PHDEP grant for the upcoming year? \$ 6,595, FY 2000.
- C.  Yes  No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.
- D.  Yes  No: The PHDEP Plan is attached in the **Table Library** page V

## **6. Other Information**

[24 CFR Part 903.7 9 (r)]

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

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 Attached at Attachment (File name) n/a

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

- The PHA changed portions of the PHA Plan in response to comments  
A list of these changes is included  
 Yes  No: below or  
 Yes  No: at the end of the RAB Comments in Attachment \_\_\_\_.
- Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the end of the RAB Comments in Attachment \_\_\_\_\_.
- Other: (list below)

### **B. Statement of Consistency with the Consolidated Plan**

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

1. Consolidated Plan jurisdiction: State of Colorado. City of Longmont

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 specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency

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

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

Financing

Tax Credit

Grants

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

**1. Amendment and Deviation Definitions**

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

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

None

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

None

## Attachment A Supporting Documents Available for Review

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method 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	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any required policies governing any Section 8 special housing types <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	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 any active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
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, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program (Section 8 Homeownership Plan Attached)	Annual Plan: Homeownership
X	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
X	PHDEP-related documentation: <ul style="list-style-type: none"> <li>· Baseline law enforcement services for public housing developments assisted under the PHDEP plan;</li> <li>· Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);</li> <li>· Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</li> <li>· Coordination with other law enforcement efforts;</li> <li>· Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and</li> <li>· All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.</li> </ul>	Annual Plan: Safety and Crime Prevention

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit









## PHA 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.**

### Section 1: General Information/History

- A. Amount of PHDEP Grant \$6,000**
- B. Eligibility type (Indicate with an “x”) N1\_\_\_\_\_ N2\_\_\_\_\_ R X**
- C. FFY in which funding is requested 2000**
- 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

Louisville Housing Authority will provide youth recreation services and mentoring for at-risk youth residing at LHA Hillside Apartments. Coordination for this program will be through the Volunteer Connection and Louisville Parks and Recreation Department. Efforts will be made to recruit parents and other residents at Hillside to participate in the program.

In addition, Physical improvements will assist in making the outside environment more secure and safe.

### **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. Unit count information should be consistent with that available in PIC.

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)
Hillside Apartments	13 units	75

**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).

12 Months      18 Months \_\_\_\_\_      24 Months   X  

**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. The Fund Balances should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Date should include any HUD-approved extensions or waivers. 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	Grant Start Date	Grant Term End Date
FY 1995	N/a					
FY 1996	N/a					
FY 1997	N/a					
FY1998	N/a					
FY 1999	N/a					

**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 incident of police calls has risen at LVHA sites since 1997. Vandalism has increased by 30% between 1998-2000. Children are not involved in organized sports or other enrichment activities. Providing structured recreational programs and mentoring opportunities set children up to succeed. These activities model good decision-making techniques, increase self-esteem and help foster positive relationships. The program utilizes volunteers, youth recreation leaders, law enforcement officials, as well as services of a community organizer and resident liaison. The program will be evaluated through resident and community surveys, and crime and safety surveys.

**B. PHDEP Budget Summary**

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

<b>FFY _____ PHDEP Budget Summary</b>	
<b>Original statement</b>	
<b>Revised statement dated:</b>	
<b>Budget Line Item</b>	<b>Total Funding</b>
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	\$3,000
9160 - Drug Prevention	\$3,000
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
<b>TOTAL PHDEP FUNDING</b>	<b>\$6,000</b>

**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.

<b>9110 – Reimbursement of Law Enforcement</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDE P Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

<b>9115 - Special Initiative</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

<b>9116 - Gun Buyback TA Match</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							

<b>9120 - Security Personnel</b>					<b>Total PHDEP Funding: \$</b>		
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.							

<b>9130 – Employment of Investigators</b>					<b>Total PHDEP Funding: \$</b>		
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.							

<b>9140 – Voluntary Tenant Patrol</b>					<b>Total PHDEP Funding: \$</b>		
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.							

<b>9150 - Physical Improvements</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Enhance and improve safety and security of public housing site							
Objectives							
Improve exterior lighting at Hillside Apartments							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Access lighting, process work order			01/01	06/01	\$3,000	N/a	Improved lighting
2.							
3.							

<b>9160 - Drug Prevention</b>					<b>Total PHDEP Funding: \$6,000</b>		
Goal(s)							
Increase family assets, build community							
Objectives							
Provide passes to recreation center, design other positive life skills programs							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.Hire case manager (.5 FTE)	75	Youth	11/00	11/01	\$3,000	N/a	Participation of 80% of youth residing at site
2.Contact with Parks and Recreation	45	Youth	11/00	11/01			
3.Create mentor program	75	All ages	11/00	11/01			

<b>9170 - Drug Intervention</b>					<b>Total PHDEP Funding: \$</b>		
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.							

<b>9180 - Drug Treatment</b>					<b>Total PHDEP Funding: \$</b>		
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.							

<b>9190 - Other Program Costs</b>					<b>Total PHDEP Funds: \$</b>		
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.							

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

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

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

John Pohlablel

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

- Elected
- Appointed

C. The term of appointment is (include the date term expires):

Five (5) year term

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

- the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
- Other (explain):

B. Date of next term expiration of a governing board member: 01/01/02

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position):

The Mayor of Louisville-Tom Davidson

**Required Attachment N/a: Membership of the Resident Advisory Board or Boards**

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

The Louisville Housing Authority does not have a RAB due to its small size (13 units of public housing, 27 vouchers for Section 8)

## **LOUISVILLE HOUSING AUTHORITY**

### **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

#### **TABLE OF CONTENTS**

<b>1.0 FAIR HOUSING</b>	<b>4</b>
<b>2.0 REASONABLE ACCOMMODATION</b>	<b>4</b>
2.1 COMMUNICATION	4
2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION	5
<b>3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS</b>	<b>6</b>
<b>4.0 FAMILY OUTREACH</b>	<b>6</b>
<b>5.0 RIGHT TO PRIVACY</b>	<b>6</b>
<b>6.0 REQUIRED POSTINGS</b>	<b>6</b>
<b>7.0 TAKING APPLICATIONS</b>	<b>7</b>
<b>8.0 ELIGIBILITY FOR ADMISSION</b>	<b>8</b>
8.1 INTRODUCTION	8
8.2 ELIGIBILITY CRITERIA	8
8.3 SUITABILITY	10
8.4 GROUNDS FOR DENIAL	11
8.5 INFORMAL REVIEW	12
<b>9.0 MANAGING THE WAITING LIST</b>	<b>13</b>
9.1 OPENING AND CLOSING THE WAITING LIST	13
9.2 ORGANIZATION OF THE WAITING LIST	13
9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST	13
9.4 PURGING THE WAITING LIST	14
9.5 REMOVAL OF APPLICATIONS FROM THE WAITING LIST	14
9.6 MISSED APPOINTMENTS	14
9.7 NOTIFICATION OF NEGATIVE ACTIONS	14
<b>10.0 TENANT SELECTION AND ASSIGNMENT PLAN</b>	<b>15</b>
10.1 PREFERENCES	15
10.2 ASSIGNMENT OF BEDROOM SIZES.	15
10.3 SELECTION FROM THE WAITING LIST	16
10.4 DECONCENTRATION POLICY	17
10.5 DECONCENTRATION INCENTIVES	17
10.6 OFFER OF A UNIT	17
10.7 REJECTION OF UNIT	17
10.8 ACCEPTANCE OF UNIT	18

**11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS**

**FROM INCOME. 19**

11.1 INCOME 19

11.2 ANNUAL INCOME 21

11.3 DEDUCTIONS FROM ANNUAL INCOME 24

<b>12.0 VERIFICATION</b>	<b>24</b>
12.1 ACCEPTABLE METHODS OF VERIFICATION	24
12.2 TYPES OF VERIFICATION	26
12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS	28
12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS	28
12.5 TIMING OF VERIFICATION	29
12.6 FREQUENCY OF OBTAINING VERIFICATION	29
<b>13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT</b>	<b>29</b>
13.1 FAMILY CHOICE	29
13.2 THE FORMULA METHOD	30
13.3 MINIMUM RENT	30
13.4 THE FLAT RENT	31
13.5 CEILING RENT	31
13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE	31
13.7 UTILITY ALLOWANCE	32
13.8 PAYING RENT	32
<b>14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE</b>	<b>32</b>
14.1 GENERAL	32
14.2 EXEMPTIONS	33
14.3 NOTIFICATION OF THE REQUIREMENT	33
14.4 VOLUNTEER OPPORTUNITIES	33
14.5 THE PROCESS	33
14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT	33
14.7 OPPORTUNITY FOR CURE	33
<b>15.0 RECERTIFICATIONS</b>	<b>34</b>
15.1 GENERAL	34
15.2 MISSED APPOINTMENTS	34
15.3 FLAT RENTS	34
15.4 THE FORMULA METHOD	35
15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS	35
15.6 INTERIM REEXAMINATIONS	36
15.7 SPECIAL REEXAMINATIONS	36
15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINTION	36
<b>16.0 UNIT TRANSFERS</b>	<b>37</b>
16.1 OBJECTIVES OF THE TRANSFER POLICY	37
16.2 CATEGORIES OF TRANSFERS	37
16.3 DOCUMENTATION	37
16.4 PROCESSING TRANSFERS	37
16.5 COST OF THE FAMILY'S MOVE	38
16.6 TENANTS IN GOOD STANDING	38
16.7 TRANSFER REQUESTS	39
16.8 RIGHT OF THE LOUISVILLE HOUSING AUTHORITY IN TRANSFER POLICY	39

**17.0 INSPECTIONS 39**

- 17.1 MOVE-IN INSPECTIONS 39
- 17.2 ANNUAL INSPECTIONS 39
- 17.3 PREVENTATIVE MAINTENANCE INSPECTIONS 39
- 17.4 SPECIAL INSPECTIONS 40
- 17.5 HOUSEKEEPING INSPECTIONS 40
- 17.6 NOTICE OF INSPECTION 40
- 17.7 EMERGENCY INSPECTIONS 40
- 17.8 PRE-MOVE-OUT INSPECTIONS 40
- 17.9 MOVE-OUT INSPECTIONS 40

**18.0 PET POLICY 40**

- 18.1 EXCLUSIONS 40
- 18.2 PETS IN SENIOR BUILDINGS 41
- 18.3 APPROVAL 43
- 18.4 TYPES AND NUMBER OF PETS 44
- 18.5 INOCULATIONS 44
- 18.6 PET DEPOSIT 44
- 18.7 FINANCIAL OBLIGATION OF RESIDENTS 44
- 18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY 44
- 18.9 DESIGNATIONS OF PET AREAS 44
- 18.10 VISITINGPETS 44
- 18.11 REMOVAL OF PETS 45

**19.0 REPAYMENT AGREEMENTS 45**

- 20.0 TERMINATION 45
- 20.1 TERMINATION BY TENANT 45
- 20.2 TERMINATION BY THE HOUSING AUTHORITY 45
- 20.3 ABANDONMENT 46
- 20.4 RETURN OF SECURITY DEPOSIT 46

**Glossary 47**

**Acronyms 55**

**Appendix I 56**

## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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

### **1.0 FAIR HOUSING**

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

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

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

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

### **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Louisville Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Louisville Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Louisville Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

#### **2.1 COMMUNICATION**

Anyone requesting an application will receive a Request for Reasonable Accommodation

form if they state a need for one on the application.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations must be in writing.

## 2.2 **QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Louisville Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Louisville Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Louisville Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria :

1. Would the accommodation constitute a fundamental alteration? The Louisville Housing Authority's business is housing. If the request would alter the fundamental business that the Louisville Housing Authority conducts, that would not be reasonable. For instance, the Louisville Housing Authority would deny a request to have the Louisville Housing Authority do grocery shopping for a person with disabilities.
2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Louisville Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Louisville Housing Authority if there is no one

else willing to pay for the modifications. If another party pays for the modification, the Louisville Housing Authority will seek to have the same entity pay for any restoration costs.

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

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

### **3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS**

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

### **4.0 FAMILY OUTREACH**

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

### **5.0 RIGHT TO PRIVACY**

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

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

### **6.0 REQUIRED POSTINGS**

In each of its offices (3482 N. Broadway, Boulder; 400 E. Simpson, Lafayette), the Louisville Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information or instructions on how to obtain the following:

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

- H. Excess Utility Charges
- I. Utility Allowance Schedule
- J. Current Schedule of Routine Maintenance Charges
- K. Dwelling Lease
- L. Grievance Procedure
- M. Fair Housing Poster
- N. Equal Opportunity in Employment Poster
- O. Any current Louisville Housing Authority Notices

## 7.0 TAKING APPLICATIONS

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

3482 N. Broadway Street  
Boulder, CO 80306

400 E. Simpson  
#202 Lafayette, CO 80026

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

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

Applications may be made in person at:

3482 N. Broadway Street  
Monday - Friday 8:00 a.m. to 5:00 p.m.  
400 E. Simpson Street, #202

Monday, Tuesday, Thursday & Friday 8:00 a.m. to 4:30 p.m.  
Wednesday 8:00 a.m. to 12:00 noon.

Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Louisville Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **Colorado Relay 1-800-659-2656**.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

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

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

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Louisville Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## 8.0 ELIGIBILITY FOR ADMISSION

### 8.1 INTRODUCTION

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

### 8.2 ELIGIBILITY CRITERIA

#### P. Family status

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
1. **An elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
1. **A near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
1. **A disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with Disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
1. **A displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose

dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

2. A **remaining member of a tenant family**.
3. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

- A. Income eligibility
1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
  2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
  3. Income limits apply only at admission and are not applicable for continued occupancy.
  4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Louisville Housing Authority.
  5. If the Louisville Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
  6. Income limit restrictions do not apply to families transferring within our Public Housing Program.
  7. **(For housing authorities with fewer than 250 public housing units)** If there are no eligible families on the waiting list and the Louisville Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.
- A. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
1. Family eligibility for assistance.
    - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
    - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule).

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

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

C. Signing Consent Forms

1. in order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HIJD or the Louisville Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 **SUITABILITY**

- A. *Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Louisville Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Louisville Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.*
- B. *The Louisville Housing Authority will consider objective and reasonable aspects of the family's background, including the following:*
  1. History of meeting financial obligations, especially rent;
  2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;

3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Louisville Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Louisville Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
- D. A credit check of the head, spouse and co-head;
  - E. A rental history check of all adult family members;
  - F. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Louisville Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  - G. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  - H. A check of the local sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUND FOR DENIAL**

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

- I. Do not meet any one or more of the eligibility criteria;
- J. Do not supply information or documentation required by the application process;
- K. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- L. Have a history of not meeting financial obligations, especially rent;
- M. Do not have the ability to maintain (with assistance) their housing in a decent and

safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;

- N. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- O. Have a history of disturbing neighbors or destruction of property;
- P. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- Q. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- R. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- S. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- T. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Louisville Housing Authority may waive this requirement:
  - 1. The person demonstrates to the Louisville Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program;
- A. Have engaged in or threatened abusive or violent behavior towards any Louisville Housing Authority staff or residents;
- B. Have a household member who has ever been evicted from public housing;
- C. Have a family household member who has been terminated under the certificate or voucher program;
- D. Any family member who is registered under a local sex offender registration program;
- E. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.

## **14.2 INFORMAL REVIEW**

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

*The informal hearing will be conducted within 15 business days from the day the Louisville Housing Authority received the applicant's written request. The informal review may be conducted by any person designated by the Louisville Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Louisville Housing Authority's decision. The Louisville Housing Authority must notify the applicant of the final decision within 10 calendar days after the informal review, including a brief statement of the reasons for the final decision.*

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

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

## 9.0 MANAGING THE WAITING LIST

### 9.1 *OPENING AND CLOSING THE WAITING LIST*

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

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

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

**9.2 ORGANIZATION OF THE WAITING LIST**

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

- C. The application will be a permanent file;
- D. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- E. Any written correspondence between the Louisville Housing Authority and the applicant will be documented in the applicant file.

**9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST**

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

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **9.4 PURGING THE WAITING LIST**

The Louisville Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Louisville Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

#### **9.5 REMOVAL OF APPLICATIONS FROM THE WAITING LIST**

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

- F. The applicant requests in writing that the name be removed;
- G. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- H. The applicant does not meet either the eligibility or suitability criteria for the program.

#### **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Louisville Housing Authority will be sent a notice of termination of the process for eligibility.

The Louisville Housing Authority will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Louisville Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.7 NOTIFICATION OF NEGATIVE ACTIONS**

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

## 10.0 TENANT SELECTION AND ASSIGNMENT PLAN

### 10.1 PREFERENCES

The Louisville Housing Authority will select families based on the following preferences within each bedroom size category:

- I. Families who are living, working or going to school in Louisville.
- J. Elderly families over the age of 62 whose immediate family resides in Louisville. (For this section "immediate family" is defined as a son or a daughter).
- K. Applicants with an adult family member enrolled in an employment training program, currently working twenty (20) hours a week or attending school on a full time basis. This preference is also to all elderly families and all families whose head or spouse is receiving income based on their inability to work.
- L. All other applicants.

Based on the above preferences, all families in preference A, B or C will be offered housing before any families in preference D.

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

Notwithstanding the above, families who are elderly, disabled, displaced or have children (this includes an unborn child) will be offered housing before other single persons or families without children.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

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

### 10.2 ASSIGNMENT OF BEDROOM SIZES

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum

0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families.

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

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

- A. Children of the same sex **will** share a bedroom.
- B. Children of the opposite sex, both under the age of 6 will share a bedroom.
- C. Adults and children over the age of 2 will not be required to share a bedroom.
- D. Foster - adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- F. Units smaller than assigned through the above guidelines -A family may request a smaller unit size than the guidelines allow. The Louisville Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 2 **years**) or until the family size changes, whichever may occur first.
- G. Units larger than assigned through the above guidelines - A family may request a larger unit size than the guidelines allow. The Louisville Housing Authority will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- H. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- I. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

**10.3 SELECTION FROM THE WAITING LIST**

The Louisville Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall

quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

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

#### **10.4 DECONCENTRATION POLICY**

It is Louisville Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing at its sites. The broad range of income strategy and the elimination of the federal preferences as a ranking mechanism seems to be working to effectively mix the income and deconcentrate poverty at the public housing sites.

The Louisville Housing Authority will affirmatively market our housing to all eligible income groups.

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

#### **10.5 DECONCENTRATION INCENTIVES**

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

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

#### **10.6 OFFER OF A UNIT**

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

The Louisville Housing Authority will contact the family first by in writing via first class mail to make the unit offer. The family will be given five (5) business days from the date the letter was mailed to contact the Louisville Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have one (1) business day to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Louisville Housing Authority will send the family a letter documenting the offer and the rejection.

#### **10.7 REJECTION OF UNIT**

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

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

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

**10.8 ACCEPTANCE OF UNIT**

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

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

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

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

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

- A. The Total Tenant Payment or the appropriate deposit listed below whichever is greater:
 

1-Bedroom	\$200.00
2-Bedroom	\$250.00
3-Bedroom	\$300.00
4-Bedroom	\$350.00

In exceptional situations, the Louisville Housing Authority reserves the right to allow a

new resident to pay their security deposit in up to two (2) payments. One half shall be paid in advance and the remaining half with their second rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family after move-out charges are determined.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

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

### **11.1 INCOME**

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

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

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets

used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 1. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - 2. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- C. Periodic and determinable allowances, such as alimony, child support payments,

and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

- D. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## 11.2 ANNUAL INCOME

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the

employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C.1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - a. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - b. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment-training program or subsequent job.
1. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
  - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
  - c. Families who are or were, within 6 months, assisted under a State

TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

1. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
2. 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;
3. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
4. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program
  - f. Payments received under the Job Training Partnership Act
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians.
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - i. Amount of scholarships awarded under Title IV including Work Study
  - j. Payments received under the Older Americans Act of 1965
  - k. Payments from Agent Orange Settlement
  - l. Payments received under the Maine Indian Claims Act
  - m. The value of child care under the Child Care and Development Block Grant Act of 1990
  - n. Earned income tax credit refund payments
  - o. Payments for living expenses under the AmeriCorps Program

- p. Additional income exclusions provided by and funded by the  
Louisville Housing Authority

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

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

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

### **12.0 VERIFICATION**

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

#### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

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

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

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

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

**12.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS Card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payments
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed.	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of and Income from Assets</b>		
Verification Requirements for Individual Items		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CSS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the

		CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
<b>Verification Requirements for Individual Items</b>		
Training program participation	Letter from program provider indicating -whether enrolled or completed -whether training is HUD-funded -whether Federal, State, local govt., or local program -whether it is employment training	N/A

	<ul style="list-style-type: none"> <li>-whether it has clearly defined goals and objectives</li> <li>-whether program has supportive services</li> <li>-whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>-date of first job after program</li> </ul>	<p>Evidence of job start</p>
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**12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

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

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

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

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

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

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

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

If the Louisville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the

date of eviction or termination.

#### **12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

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

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

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

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

#### **12.5 TIMING OF VERIFICATION**

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

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

#### **12.6 FREQUENCY OF OBTAINING VERIFICATION**

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

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

#### **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

### **13.1 FAMILY CHOICE**

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

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

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.

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

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(I 1), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

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

- D. A hardship exists in the following circumstances:
  - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
  - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;

4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- A. No hardship if the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
  - B. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
  - C. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
  - D. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4 THE FLATRENT**

The Louisville Housing does not use flat rents.

#### **13.5 CEILING RENT**

The Louisville Housing Authority has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually and the adjustments applied to reflect HUD's current Fair Market Rents (FMR). Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

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

#### **13.6 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE**

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

- E. The family was receiving assistance on June 19, 1995;
- F. The family was granted continuation of assistance before November 29, 1996;
- G. The family's head or spouse has eligible immigration status; and
- H. The family does not include any person who does not have eligible status other than

the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

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

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

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

### **13.7 UTILITY ALLOWANCE**

The Louisville Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Louisville Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Louisville Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their **utilities**. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Louisville Housing Authority paid utilities, the Louisville Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Louisville Housing Authority will be billed to the tenant monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

### **13.8 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **3284 N. Broadway/ P.O. Box 471, Boulder, CO 80306-0471**. Rents are also accepted at **400 E. Simpson, #202, Lafayette** on dates listed in the Resident Packet.

Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment.

If the rent is not received by 5pm on the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$25.00 late charge will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional Insufficient Funds charge of \$15.00 for processing costs.

If an Insufficient Funds Charge is incurred twice in one calendar year, the Resident will be required to pay rent with certified funds. Personal checks will not be accepted.

## **14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### **14.1 GENERAL**

The QWARHA of 1998 requires that all adult residents of Public Housing perform eight

hours of community service per month as a condition of their continued occupancy.

## **14.2 EXEMPTIONS**

The following residents shall be exempted from the community service requirement:

- A. Residents who are elderly (over 62 years of age)
- B. Residents with a disability
- C. Residents who are employed
- D. Residents who are full time students  
Residents who are unemployed for less than 30 days

## **14.3 NOTIFICATION OF THE REQUIREMENT**

All residents will be notified by one or more of the following methods:

- A. Resident newsletter or resident notice
- B. Personal letter
- C. Information in the lease-up packet

## **14.4 VOLUNTEER OPPORTUNITIES**

Boulder County Housing Authority will maintain a list of potential volunteer opportunities. This list will be provided to all residents who are required to perform community service.

## **14.5 THE PROCESS**

Boulder County Housing Authority will determine at initial recertification, annual recertification or interim recertification if a resident falls into the category of those who are required to perform community service. Resident will be informed by letter that the community service requirement applies to them. They will be given a list of volunteer opportunities and instructions regarding the reporting requirements. They will be given a form to be completed each month that will document their eight hours of service. The form will be signed by the resident and the agency for which they perform the community service. The form will be due on or before the last day of each month.

## **14.6 NOTICE OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

If residents fail to comply with this community service procedure, they will receive one warning letter and the opportunity to get in compliance within two weeks. They will be given the opportunity for an informal hearing to discuss why they are not in compliance. They will have an opportunity to present written documentation stating why they cannot perform community service (temporary illness, etc) They will have two weeks to get in compliance or they may have their lease terminated.

## **14.7 OPPORTUNITY FOR CURE**

Residents who do not do their community service on time, or fail to report on time, will have the opportunity to make up the hours the next month. If residents are more than two months behind, they may have their leases terminated.

## **15.0 RECERTIFICATIONS**

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

### **15.1 GENERAL**

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

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

### **15.2 MISSED APPOINTMENTS**

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

### **15.3 FLAT RENTS**

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent.
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- A. The dates upon which the Louisville Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- B. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- C. A certification for the family to sign accepting or declining the flat rent.

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

#### **15.4 THE FORMULA METHOD**

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

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

The total tenant payment is equal to the highest of

- D. 10% of monthly income;
- E. 30% of adjusted monthly income; or
- F. The welfare rent.

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

#### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

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

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the

family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

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

### **15.6 INTERIM REEXAMINATIONS**

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

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

- G. Any increase or decrease in income.
- H. Any increase in allowable expenses.
- I. A member has been added to the family through birth or adoption or court-awarded custody.
- J. A household member is leaving or has left the family unit.

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

### **15.7 SPECIAL REEXAMINATIONS**

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

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

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

If the new rent is a reduction and any delay is beyond the control of the family, the

reduction will be effective the first of the month after the interim reexamination should have been completed.

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

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

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

### **16.2 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime (racially motivated), the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

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

Category 3: Regular administrative transfers. To correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers at the discretion of the Louisville Housing Authority.

### **16.3 DOCUMENTATION**

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

### **16.4 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by date and time.

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

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

- Q. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- R. If the transfer is being made at the request of the Louisville Housing Authority and the family rejects the offer without good cause (due to employment, school, medical), the Louisville Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Louisville Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- S. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- T. If the transfer is being made at the family's request, and the family refuses the offer without good cause (due to employment, school, medical) that does not include deconcentration incentives the family's name will be removed from the transfer list.

#### ***16.5 COST OF THE FAMILY'S MOVE***

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

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

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

- Y. When the transfer is needed in order to carry out rehabilitation activities; or
- Z. When action or inaction by the Louisville Housing Authority has caused the unit to be unsafe or inhabitable.

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

#### ***16.6 TENANTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family

is in good standing with the Louisville Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

## **16.7 TRANSFER REQUESTS**

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

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

If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## **16.8 RIGHT OF THE LOUISVILLE HOUSING AUTHORITY IN TRANSFER POLICY**

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

## **17.0 INSPECTIONS**

An authorized representative of the Louisville Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Louisville Housing Authority file and a copy given to the family member. An authorized Louisville Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Louisville Housing Authority damages to the unit.

### **17.1 MOVE-IN INSPECTIONS**

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

### **17.2 ANNUAL INSPECTIONS**

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

### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

These are done twice per year. One will generally be conducted along with the annual inspection. This inspection is intended to keep items in good repair. Items check will

include but are not limited to: the condition of the unit, smoke detectors, water heaters, furnaces, checks for leaks; and provides an opportunity to provide other minor servicing that extends the life of the unit and its equipment.

#### **17.4 SPECIAL INSPECTIONS**

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

#### **17.5 HOUSEKEEPING INSPECTIONS**

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

#### **17.6 NOTICE OF INSPECTION**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Louisville Housing Authority will give the tenant at least two (2) days written notice.

#### **17.7 EMERGENCY INSPECTIONS**

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

#### **17.8 PRE-MOVE-OUT INSPECTIONS**

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

#### **17.9 MOVE-OUT INSPECTIONS**

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

### **18.0 PET POLICY**

#### **18.1 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities.

Assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS

**LOUISVILLE HOUSING AUTHORITY  
PET POLICY**

**SITES ELIGIBLE TO OWN PETS:**

Site	Type	Pet
<b>Hillside Square</b>	<b>Family-LRPH</b>	
<b>Cat only</b>		
Regal Square	Senior-HUD MF	Cat or
Dog		
Acme Place	Senior-Unsub.	Cat or
Dog		
Lydia Morgan Apartments	Senior-Unsub.	Cat or
Dog		

**SITES NOT ELIGIBLE TO OWN PETS:**

Site	Type
<b>Lilac Place</b>	<b>Unsubsidized</b>
<b>East Street</b>	“
Regal Court 2	“

**NOTE:** If any resident has more than one pet due to a change in this pet policy, they shall be allowed to keep them. If one of the pets leaves or dies, they will **not** be allowed to replace the animal.

If any resident owns a pet in a site which does not now allow pets, they will be allowed to keep the pet. If the pet leaves or dies, they will **not** allowed to replace the pet. **Pets allowed under reasonable accommodation for a person with disabilities are exempted.**

If any resident owns a pet in an unsubsidized unit purchased by LHA they will be allowed to keep the pet. If the pet leaves or dies, they will **not** allowed to replace the pet. They will be required to pay a \$200 pet deposit.

Those residents who qualify may own and keep a common household pet in Boulder County Housing Authority (LHA) owned units. All residents who are eligible to keep a pet in housing owned and/or operated by the LHA shall demonstrate that they have the capability to care for the pet.

- A. Application for Pet Permit. prior to housing any pet on the premises, the resident shall apply to the LHA for a pet permit which shall be accompanied by the following:
  1. A current license issued by the appropriate authority, if applicable;

2. Evidence that the pet has been spayed or neutered; an
  3. Evidence that the pet has received current rabies, parvo and distemper inoculations or boosters, as applicable.
- B. Pet Deposit. A Pet Security Deposit will be required. The Pet Security Deposit shall be **\$200.00**. for a dog or cat. No deposit is required for caged animals. The deposit must be paid before acquiring the pet.

- C. All residents given permission to have a pet on the premises shall comply with the following rules:
1. Usual and/or commonly-owned domesticated, family-type, household pets including, but not limited to dogs, cats, birds, and tropical fish may be permitted. The weight of a dog or cat may not exceed 30 pounds (at senior sites) without specific authorization on a case-by-case basis. Pets, other than the aforementioned dogs, cats, birds or tropical fish, may be permitted on a case-by-case basis.
  2. Generally, only one (1) pet per household will be permitted. Multiples greater than one (1), of pets usually and customarily confined to cages or similar restrictive devices (parakeets, hamsters, etc.), may be permitted on a case-by-case basis.
  3. Dogs and cats must be licensed yearly with the appropriate authority and residents must show proof of annual rabies and other required inoculations.
  4. Vicious and/or intimidating pets will **NOT** be allowed.
  5. All dogs and cats must be spayed or neutered as applicable.
  6. Dogs and cats shall remain inside the resident's unit. No animal shall be permitted to be loose in hallways, lobby areas, laundry rooms, community rooms, yards or other common areas of the facility.
    - a. Pets of any permitted type **SHALL NOT** be permitted in community rooms, common areas or office areas. (Exceptions will be made for animals used as service or companion aides.)
  7. When taken outside the unit, dogs must be kept on a leash, controlled by an adult.
  8. Birds, gerbils, hamster, guinea pigs, ferrets, reptiles etc. must be confined to a cage **AT ALL TIMES.**
  9. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere, and diminish" shall include but not be limited to: barking, howling, chirping, biting, scratching, and other like activities.
    - a. Complaints of disturbances of this nature shall constitute a violation of the lease and may result in the revocation of the pet permit, termination of the lease agreement, or both.
  10. Residents must provide litter boxes for cat waste, which must be kept inside the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary or malodorous. Resident shall not let any type of pet to cause a health or sanitation problem in their unit.
  11. Residents are solely responsible for cleaning up pet droppings, if any, outside the unit and on the facility grounds. Droppings must be disposed of by being placed in a plastic bag and then place in a container outside the building provided by the LHA.

- a. Pet exercise and relief areas (if any) shall be those areas designated by LHA.
  12. Residents are responsible for properly disposing of dog and cat waste in a container provided by LHA outside the building.
  13. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
  14. If pets are left unattended for a period of: [dogs] twelve (12) hours; [cats] forty-eight (48) hours or more, the LHA may enter the unit, remove the pet and transfer it to the proper authorities, subject to the provisions of State law and pertinent local ordinances. The LHA accepts no responsibility for the animal under such circumstances.
  15. Residents shall not alter their unit, patio or unit area in order to create an enclosure for any pet.
  16. Residents will be responsible for all damage caused by their pet, including the cost of cleaning (carpets, drapes, etc.), fumigation of units, or damage caused by leaking fish tanks or aquariums.
  17. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without written permission of the LHA, and shall be considered a serious lease violation.
  18. Pet owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff, or visitors to the project, caused by their pet, and shall indemnify the Boulder County Housing Authority for all costs of litigation and attorney's fees resulting from such damage.
  19. Should any pet housed in a LHA facility give birth to a litter, the resident shall remove from the premises all of said pets.
  20. Resident pet owners are responsible for the safety and health of their pets during those scheduled occasions when the units are being treated for de-infestation. The LHA shall not be liable for the ill health or death of a pet as a result of the periodic de-infestation treatment.
  21. In the event of the death of a pet, the resident shall properly remove and dispose of the remains. The remains **SHALL NOT** be placed in any container inside a LHA facility nor in a container on LHA grounds.
  22. Resident agrees that LHA management has the right to inspect pet owners's apartment as frequently as deemed necessary, in accordance with Section of the lease agreement.
- D. The privilege of maintaining a pet in a facility owned and/or operated by the LHA shall be subject to the rules set forth in paragraph B. above. This privilege may be revoked any time subject to the LHA Grievance Procedures (if applicable) if the animal should become destructive, create a nuisance, represent a threat to the safety and security of other residents, or create a problem in the areas of cleanliness and sanitation.
- A. Should a breach of the rules set forth in paragraph B., above, occur, the LHA

may also exercise any remedy granted it in accordance with applicable Colorado Statute.

- B. Animals used as service or companion aides (i.e. seeing eye dogs or hearing dogs) are allowed but must conform to this policy except for weight limit and pet deposit

### **18.3 APPROVAL**

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must fully complete the Pet Policy Form (and provide any documentation/ verification listed on the form) before the Housing Authority will approve the request.

### **18.4 TYPES AND NUMBER OF PETS**

The Louisville Housing Authority will allow only domesticated dogs, cats, birds in cages, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pets per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed thirty (30) pounds in weight.

### **18.5 INOCULATIONS**

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

### **18.6 PET DEPOSIT**

A pet deposit of \$200for either a cat or a dog is required at the time of registering a pet (cat or dog). The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear. If the family no longer has a pet, an inspection of the unit will be done prior to the release of any pet deposit.

### **18.7 FINANCIAL OBLIGATION OF RESIDENTS**

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Louisville Housing Authority reserves the right to exterminate and charge the resident.

### **18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY**

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Louisville Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

**18.9 DESIGNATION OF PET AREAS**

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

**18.10 VISITING PETS**

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without Louisville Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

### **18.11 REMOVAL OF PETS**

The Louisville Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

## **19.0 REPAYMENT AGREEMENTS**

When a resident owes the Louisville Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Louisville Housing Authority allow them to enter into a Repayment Agreement. The Louisville Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

## **20.0 TERMINATION**

### **20.1 TERMINATION BY TENANT**

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

### **20.2 TERMINATION BY THE HOUSING AUTHORITY**

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

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (two (2) 3-day notices within a calendar year);
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;

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

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

### **20.3 ABANDONMENT**

The Louisville Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

Within **60 days** after taking possession of a unit deemed abandoned, the Louisville Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

### **20.4 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Louisville Housing Authority will return the security deposit within **60 days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Louisville Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 60 days.

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed

asset income is counted in annual income. (See "imputed asset income" below.)

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

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

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

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

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

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

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

**Department:** The Department of Housing and Urban Development. (24 CFR 5. 100)

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

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

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

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

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

**Disabled Person:** See "person with disabilities."

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

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

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802.)

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

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

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

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

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

**Family** includes but is not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

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

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

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

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states: "Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

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

- A. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

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

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

No individual shall be considered to be a person with disabilities for purposes of eligibility

solely based on any drug or alcohol dependence.

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

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

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

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

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

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

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

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

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

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

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

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

**Total Tenant Payment (TTP):**

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

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

lease was effective before August 1, 1982.

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

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

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

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

## **ACRONYMS**

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

**Appendix I**

**Income Limits and Deconcentration Worksheet**

<b>Development %Occupied by</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by</b>	<b>Very Poor Famili es Families</b>
Name				
Poor				

**%Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families Appendix 2**

**Louisville Housing Authority**

**SECTION 8 ADMINISTRATIVE PLAN TABLE OF CONTENTS**

<b>1.0</b>	<b>EQUAL OPPORTUNITY</b>	<b>5</b>
1.1	FAIR HOUSING	5
1.2	REASONABLE ACCOMODATION	5
1.3	COMMUNICATION	6
1.4	QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION	6
1.5	SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS	7
1.6	FAMILY/OWNER OUTREACH	7

1.7	RIGHT TO PRIVACY	8
1.8	REQUIRED POSTINGS	8
<b>2.0</b>	<b>LOUISVILLE HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY</b>	<b>8</b>
2.1	LOUISVILLE HOUSING AUTHORITY RESPONSIBILITIES	9
2.2	OWNER RESPONSIBILITY	10
2.3	OBLIGATIONS OF THE PARTICIPANT	10
<b>3.0</b>	<b>ELIGIBILITY FOR ADMISSION</b>	<b>13</b>
3.1	INTRODUCTION	13
3.2	ELIGIBILITY CRITERIA	13
<b>4.0</b>	<b>MANAGING THE WAITING LIST</b>	<b>17</b>
4.1	OPENING AND CLOSING THE WAITING LIST	17
4.2	TAKING APPLICATIONS	17
4.3	ORGANIZATION OF THE WAITING LIST	18
4.4	FAMILIES NEARING THE TOP OF THE WAITING LIST	19
4.5	MISSED APPOINTMENTS	19
4.6	PURGING THE WAITING LIST	19
4.7	REMOVAL OF APPLICANTS FROM THE WAITING LIST	19
4.8	GROUND FOR DENIAL	20
4.9	NOTIFICATION OF NEGATIVE ACTIONS	21
4.10	INFORMAL REVIEW	21

<b>5.0</b>	<b>SELECTING FAMILIES FROM THE WAITING LIST</b>	<b>21</b>
5.1	WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS	21
5.2	PREFERENCES	22
5.3	SELECTION FROM THE WAITING LIST	22
<b>6.0</b>	<b>ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)</b>	<b>22</b>
6.1	BRIEFING	24
6.2	PACKET	25
6.3	ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY	26
6.4	TERM OF THE VOUCHER	27
6.5	APPROVAL TO LEASE A UNIT	27
6.6	LOUISVILLE HOUSING AUTHORITY DISAPPROVAL OF OWNER	28
6.7	INELIGIBLE/ELIGIBLE HOUSING	29
6.8	SECURITY DEPOSIT	30
<b>7.0</b>	<b>MOVES WITH CONTINUED ASSISTANCE</b>	<b>30</b>
7.1	WHEN A FAMILY MAY MOVE	30
7.2	PROCEDURES REGARDING FAMILY MOVES	31
<b>8.0</b>	<b>PORTABILITY</b>	<b>32</b>
8.1	GENERAL POLICIES OF THE LOUISVILLE HOUSING AUTHORITY	32
8.2	INCOME ELIGIBILITY	32
8.3	PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY	33
8.4	PORTABILITY PROCEDURES	33
<b>9.0</b>	<b>DETERMINATION OF FAMILY INCOME</b>	<b>35</b>
9.1	INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME	35
9.2	INCOME	36
9.3	EXCLUSIONS FROM INCOME	38
9.4	DEDUCTIONS FROM ANNUAL INCOME	41
<b>10.0</b>	<b>VERIFICATION</b>	<b>41</b>
10.1	ACCEPTABLE METHODS OF VERIFICATION	41
10.2	TYPES OF VERIFICATION	43
10.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS	44

10.4	VERIFICATION OF SOCIAL SECURITY NUMBERS	45
10.5	TIMING OF VERIFICATION	46
10.6	FREQUENCY OF OBTAINING VERIFICATION	46
<b>11.0</b>	<b>RENT AND HOUSING ASSISTANCE PAYMENT</b>	<b>47</b>
11.1	GENERAL	47
11.2	RENT REASONABLENESS	47
11.3	COMPARABILITY	47
11.4	MAXIMUM SUBSIDY	48
11.4.1	SETTING THE PAYMENT STANDARD	48
11.4.2	SELECTING THE CORRECT PAYMENT STANDARD FOR A FAMILY	49
11.4.3	AREA EXCEPTION RENTS	49
11.5	ASSISTANCE AND RENT FORMULAS	50
11.6	UTILITY ALLOWANCE	54
11.7	DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT	54
11.8	CHANGE OF OWNERSHIP	55
<b>12.0</b>	<b>INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE5CLAIMS</b>	<b>55</b>
12.1	TYPES OF INSPECTIONS	56
12.2	OWNER AND FAMILY RESPONSIBILITY	56
12.3	HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401	57
12.4	TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS	67
12.5	EMERGENCY FAIL ITEMS	68
12.6	ABATEMENT	69
<b>13.0</b>	<b>OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S INSURING RESPONSIBILITIES</b>	<b>69</b>
13.1	OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS	70
13.2	PARTICIPANT RESPONSIBILITIES	70

<b><u>14.0 RECERTIFICATION</u></b>	<b>71</b>
14.1 ANNUAL REEXAMINATION	71
14.1.1 EFFECTIVE DATE OF RENT CAHNGES FOR ANNUAL REEXAMINATION	71
14.1.2 MISSED APPOINTMENTS	71
14.2 INTERIM REEXAMINATIONS	72
14.2.1 SPECIAL REEXAMINATIONS	73
14.2.2 DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS	73
<b><u>15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE LOUISVILLE HOUSING AUTHORITY</u></b>	<b>74</b>
<b><u>16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS</u></b>	<b>75</b>
16.1 COMPLAINTS	75
16.2 INFORMAL REVIEW FOR THE APPLICANT	75
16.3 INFORMAL HEARINGS FOR PARTICIPANTS	77
<b><u>17.0 TERMINATION OF THE LEASE AND CONTRACT</u></b>	<b>82</b>
<b><u>18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE</u></b>	<b>84</b>
<b><u>19.0 INTELLECTUAL PROPERTY RIGHTS</u></b>	<b>84</b>
<b><u>20.0 LOUISVILLE HOUSING AUTHORITY OWNED HOUSING</u></b>	<b>85</b>
<b><u>21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM</u></b>	<b>86</b>
<b><u>22.0 SPECIAL PROGRAMS ADMISSIONS--FAMILY SELF-SUFFICIENCY</u></b>	<b>87</b>
<b><u>GLOSSARY</u></b>	<b>88</b>
<b><u>ACRONYMS</u></b>	<b>100</b>

## **SECTION 8 ADMINISTRATIVE PLAN**

### **1.0 EQUAL OPPORTUNITY**

#### **1.1 FAIR HOUSING**

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

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

To further its commitment to full compliance with applicable Civil Rights laws, the Louisville Housing Authority will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Louisville Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

#### **1.2 REASONABLE ACCOMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Louisville Housing Authority housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Louisville Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Louisville Housing Authority will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation Form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

### **1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Louisville Housing Authority will obtain verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Louisville Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Louisville Housing Authority will not inquire as to the nature of the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Louisville Housing Authority's business is housing. If the request would alter the fundamental business that the Louisville Housing Authority conducts, that would not be reasonable. For instance, the Louisville Housing Authority would deny a request to have the Louisville Housing Authority do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Louisville Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

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

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

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

## **1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANTS**

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

**Spanish**

## **1.6 FAMILY/OWNER OUTREACH**

The Louisville Housing Authority will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

If requested, the Louisville Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the *Colorado Apartment Owners Association*. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Louisville Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Louisville Housing Authority staff.

The Louisville Housing Authority will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

### **1.7 RIGHT TO PRIVACY**

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

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

### **1.8 REQUIRED POSTINGS**

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

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Louisville Housing Authority offices, office hours, telephone numbers, TDD numbers, and hours of operation
- D. Income Limits for Admission
- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

### **2.0 LOUISVILLE HOUSING AUTHORITY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY**

This Section outlines the responsibilities and obligations of the Louisville Housing Authority, the Section 8 Owners/Landlords, and the participating families.

## **2.1 LOUISVILLE HOUSING AUTHORITY RESPONSIBILITIES**

- A. The Louisville Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Louisville Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Louisville Housing Authority must:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
  - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
  - 6. Make efforts to help disabled persons find satisfactory housing;
  - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
  - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
  - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
  - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
  - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
  - 12. Determine the amount of the housing assistance payment for a family;
  - 13. Determine the maximum rent to the owner and whether the rent is reasonable;
  - 14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
  - 15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
  - 16. Establish and adjust Louisville Housing Authority utility allowance;
  - 17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Louisville Housing Authority, if the owner defaults (e.g., HQS violation);
  - 18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Louisville Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Louisville Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program (**if applicable**).

## **2.2 OWNER RESPONSIBILITY**

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
  1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
  2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
  3. Complying with equal opportunity requirements.
  4. Preparing and furnishing to the Louisville Housing Authority information required under the HAP contract.
  5. Collecting from the family:
    - a. Any security deposit required under the lease.
    - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.
    - c. Any charges for unit damage by the family.
  6. Enforcing tenant obligations under the lease.
  7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

## **2.3 OBLIGATIONS OF THE PARTICIPANT**

This Section states the obligations of a participant family under the program.

- A. Supplying required information.
1. The family must supply any information that the Louisville Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
  2. The family must supply any information requested by the Louisville Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
  3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
  4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
- The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Louisville Housing Authority Inspection
- The family must allow the Louisville Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.
- D. Violation of Lease
- The family may not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination
- The family must notify the Louisville Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
- F. Owner Eviction Notice
- The family must promptly give the Louisville Housing Authority a copy of any owner eviction notice it receives.
- G. Use and Occupancy of the Unit
1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
  2. The Louisville Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Louisville Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Louisville Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
  3. The family must promptly notify the Louisville Housing Authority if any family

member no longer resides in the unit.

4. If the Louisville Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Louisville Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Louisville Housing Authority consent may be given or denied.
  5. 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. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
  6. The family must not sublease or let the unit.
  7. The family must not assign the lease or transfer the unit.
- H. Absence from the Unit

The family must supply any information or certification requested by the Louisville Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Louisville Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Louisville Housing Authority for this purpose. The family must promptly notify the Louisville Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 60 days. The family must request permission from the Louisville Housing Authority for absences exceeding 60 days. The Louisville Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 60 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Louisville Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Louisville Housing Authority screening criteria in order to be admitted to the Section 8 Program.

#### **3.2 ELIGIBILITY CRITERIA**

A. Family status.

1. **A family with or without children** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. **An elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.

3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
  - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

## **B. Income eligibility**

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
  - a. A very low-income family;
  - b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income raises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the Louisville Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the Louisville Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Louisville Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Louisville Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(K) for calculating rents under the non-citizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security Number or certify that they do not have one.

E. Signing Consent Forms

1. In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD and the Louisville Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Louisville Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

- F. Suitability for tenancy. The Louisville Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Louisville Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the Louisville Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Louisville Housing Authority will check with the local sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to the Section 8 programs.

Additional screening is the responsibility of the owner. Upon the request of a prospective owner, the Louisville Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

## **4.0 MANAGING THE WAITING LIST**

### **4.1 OPENING AND CLOSING THE WAITING LIST**

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will

be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for Section 8. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

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

#### **4.2 TAKING APPLICATIONS**

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

**Boulder Community Services Building**

Lafayette Housing Authority  
400 E. Simpson Street, Suite #202  
Lafayette, Colorado 80026

Applications are taken to compile a waiting list. Due to the demand for Section 8 assistance in the Louisville Housing Authority jurisdiction, the Louisville Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Louisville Housing Authority will later verify the information in the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at:

3284 N. Broadway, Boulder - Monday-Friday 8:00 a.m. to 5:00 p.m.

**400 E. Simpson Street, #202, Lafayette**

Monday, Tuesday, Thursday & Friday 8:00 a.m. to 4:30 p.m.

Wednesday 8:00 a.m. to 12:00 noon.

Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Louisville Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **Colorado Relay 1-800-659-2656**.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the families pre-application, the Louisville Housing Authority will make a preliminary determination of eligibility. The Louisville Housing Authority will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Louisville Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and offer the family the opportunity of an informal review of this determination.

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

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Louisville Housing Authority will ensure that verification of all preferences, eligibility, and suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

### **4.3 ORGANIZATION OF THE WAITING LIST**

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of preference and then in order of date and time of application;
- C. Any contact between the Louisville Housing Authority and the applicant will be documented in the applicant file.

#### **4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Louisville Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once the preference has been verified the family will complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **4.5 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

The Louisville Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, the Louisville Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **4.6 PURGING THE WAITING LIST**

The Louisville Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

#### **4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

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

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

#### **4.8 GROUND FOR DENIAL**

The Louisville Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property;
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs;
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- H. Have a family member who was evicted from public housing within the last three years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Louisville Housing Authority may waive this requirement if:
  1. The person demonstrates to the Louisville Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
  3. The person has otherwise been rehabilitated successfully; or
  4. The person is participating in a supervised drug or alcohol rehabilitation program.

- K. Have engaged in or threatened abusive or violent behavior towards any Louisville Housing Authority staff or residents;
- L. Have a family household member who has been terminated under the Certificate or Voucher Program during the last three years;
- M. Have a family member who has been convicted of manufacturing or producing met amphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).

#### **4.9 NOTIFICATION OF NEGATIVE ACTIONS**

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

#### **4.10 INFORMAL**

If the Louisville Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Louisville Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Louisville Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

### **5.0 SELECTING FAMILIES FROM THE WAITING LIST**

#### **5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS**

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Louisville Housing Authority will use the assistance for those families.

**5.2 PREFERENCES**

The Louisville Housing Authority will select families based on the following preferences:

- A. Families living, working or attending school on a full-time basis in Louisville
- B. Special Admission
- C. All other applicants

**5.3 SELECTION FROM THE WAITING LIST**

Based on the above preferences, all families in preference A, B, or C will be offered housing before any families in preference D.

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

Notwithstanding the above, families who are elderly, disabled, displaced or have children (including and unborn child) will be offered housing before other single persons or families without children.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Louisville Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

**6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)**

The Louisville Housing Authority will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will share a bedroom unless related by blood.

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex (**will**) share a bedroom.
- B. Children of the opposite sex, both under the age of 6 (**six**) will share a bedroom.
- C. Adults and children over the age of two (2) will not be required to share a bedroom.
- D. Foster–adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

The Louisville Housing Authority will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Louisville Housing Authority in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family unit size will determine the maximum subsidy.

## **6.1 BRIEFING**

When the Louisville Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and
- G. An explanation that the family's share of rent may not exceed 40% of the family's monthly adjusted income.

## **6.2 PACKET**

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;
- H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Louisville Housing Authority who may be willing to lease a unit to the family or help the family find a unit;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Louisville Housing Authority that may be available;
- O. The family's obligations under the program;

- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Louisville Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Louisville Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

### **6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY**

Beginning October 1, 1999, the Louisville Housing Authority will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Louisville Housing Authority will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, the Housing Authority will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approvable.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

#### **6.4 TERM OF THE VOUCHER**

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or 60 days, whichever is less.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority will grant an extension allowing the family the full 120 days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will request HUD to approve an additional extension.

Upon submittal of a completed request for approval of tenancy form, the Louisville Housing Authority will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority is taking action on their request. A family may submit a second request for approval of tenancy before the Housing Authority finalizes action on the first request. In this case the suspension will last from the date of the first submittal through the Housing Authority's action on the second submittal. No more than two requests will be concurrently considered.

#### **6.5 APPROVAL TO LEASE A UNIT**

The Louisville Housing Authority will approve a lease if all of the following conditions are met:

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the language of the tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly-adjusted income;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

If tenancy approval is denied, the Housing Authority will advise the owner and the family in writing and advise them also of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly-adjusted income;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

#### **6.6 LOUISVILLE HOUSING AUTHORITY DISAPPROVAL OF OWNER**

The Housing Authority will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes;  
or

- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, Louisville Housing Authority employees or owner employees; or
  - 2. residences by neighbors.
- H. Other conflicts of interest under Federal, State, or local law.

#### **6.7 INELIGIBLE/ELIGIBLE HOUSING**

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Louisville Housing Authority will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Louisville Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Manufactured home space rentals

## **6.8 SECURITY DEPOSIT**

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

Participating families are allowed to move to another unit after the initial 12 months has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Louisville Housing Authority will issue the family a new voucher if the family does not owe the Louisville Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a certificate or voucher within the last 12 months, and if the Louisville Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived.

### **7.1 WHEN A FAMILY MAY MOVE**

For families already participating in the Certificate and Voucher Program, the Louisville Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant; or
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

## **7.2 PROCEDURES REGARDING FAMILY MOVES**

Families considering transferring to a new unit will be scheduled to attend a mover's briefing. All families who are moving, including any families moving into or out of the Louisville Housing Authority's jurisdiction, will be required to attend a mover's briefing prior to the Louisville Housing Authority entering a new HAP contract on their behalf.

*This briefing is intended to provide the following:*

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;
- D. An explanation that the family's share of rent may not exceed 40% of the family's monthly-adjusted income;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 days prior to the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Louisville Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Louisville Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Louisville Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must mail the notice by certified mail or have the landlord or his agent sign a statement stating the date and time received. The family will be required to provide the certified mail receipt and a copy of the lease termination notice to the Louisville Housing Authority, or a copy of the lease termination notice and the signed statement stating the date and time the notice was received. If the landlord or his/her agent does not accept the certified mail receipt, the family will be required to provide the receipt and envelope showing that the attempt was made.

Failure to follow the above procedures may subject the family to termination from the program.

## **8.0 PORTABILITY**

### **8.1 GENERAL POLICIES OF THE LOUISVILLE HOUSING AUTHORITY**

A family whose head or spouse has a domicile (legal residence) or works in the jurisdiction of the Louisville Housing Authority at the time the family first submits its application for participation in the program to the Louisville Housing Authority may lease a unit anywhere in the jurisdiction of the Louisville Housing Authority or outside the Louisville Housing Authority jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of the Louisville Housing Authority at the time of its application, the family will not have any right to lease a unit outside of the Louisville Housing Authority jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Louisville Housing Authority.

Families participating in the Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will the Louisville Housing Authority allow a participant to improperly break a lease. Under extraordinary circumstances the Louisville Housing Authority may consider allowing more than one move in a 12-month period.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

If a family has moved out of their assisted unit in violation of the lease, the Louisville Housing Authority will not issue a voucher, and will terminate assistance in compliance with Section 17.0, Grounds for Termination of the Lease and Contract.

### **8.2 INCOME ELIGIBILITY**

#### **A. Admission**

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

- B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not re-determined.

### **8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY**

- A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has a tenant-based program covering the area where the unit is located.
- B. A Housing Authority 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 housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

### **8.4 PORTABILITY PROCEDURES**

- A. When the Louisville Housing Authority is the Initial Housing Authority:
  - 1. The Louisville Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  - 2. The Louisville Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
  - 3. The Louisville Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  - 4. The Louisville Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  - 5. The Louisville Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.

- B. When the Louisville Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Louisville Housing Authority, the Louisville Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Louisville Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
  2. The Louisville Housing Authority will issue a voucher to the family. The term of the Louisville Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Louisville Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Louisville Housing Authority during the term of the Louisville Housing Authority's voucher.
  3. The Louisville Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Louisville Housing Authority's subsidy standards.
  4. The Louisville Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
  5. If the Louisville Housing Authority opts to conduct a new reexamination, the Louisville Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.
  6. In order to provide tenant-based assistance for portable families, the Louisville Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Louisville Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
- C. Absorption by the Louisville Housing Authority
1. If funding is available under the consolidated ACC for the Louisville Housing Authority's Voucher Program when the portable family is received, the Louisville Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Louisville Housing Authority's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:
  - a. As the Initial Housing Authority, the Louisville Housing Authority will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.
  - b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **9.0 DETERMINATION OF FAMILY INCOME**

### **9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME**

To determine annual income, the Louisville Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Louisville Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

## **9.2 INCOME**

- A. Annual income means all amounts, monetary or not, that:
1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
  2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
  3. Are not specifically excluded from annual income.
- B. 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 compensation for personal services.
  2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
  3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
  4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
  5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are

excluded.)

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

### **9.3 EXCLUSIONS FROM INCOME**

*Annual income does not include the following:*

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;

5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. 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;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work-Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

## **9.4 DEDUCTIONS FROM ANNUAL INCOME**

*The following deductions will be made from annual income:*

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

## **10.0 VERIFICATION**

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

## **10.1 ACCEPTABLE METHODS OF VERIFICATION**

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

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

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

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

## **10.2 TYPES OF VERIFICATION**

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

<b>Verification Requirements for Individuals Items</b>		
<b>Item to Be Verified</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-carried Verification</b>
Stocks	Letter from Broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal Property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/a	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Resources	Record deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Verification requirements for	3 <sup>rd</sup> Party verification	Hand-carried verification

Individual Items		
<b>General eligibility Items</b>		
Social security number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/a	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc.	Prof of SSI or Social Security disability payments
Full time students status (if > 18)	Letter from school	For high school students, any document evidencing enrollment
Need for live-in aide	Letter from doctor or other professional knowledgeable of condition	N/a
Child care costs	Letter from child care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of receipt
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
<b>Value of Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond

### **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.)

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of

age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

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

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

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

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

If the Louisville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

#### **10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS**

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Louisville Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

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

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

If a member of a tenant family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 60 days to provide the verification. If the individual is at least 62 years of age, they will be given 120 days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

#### **10.5 TIMING OF VERIFICATION**

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

When an interim reexamination is conducted, the Housing Authority will verify and update only those elements reported to have changed.

#### **10.6 FREQUENCY OF OBTAINING VERIFICATION**

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

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

## **11.0 RENT AND HOUSING ASSISTANCE PAYMENT**

### **11.1 GENERAL**

After October 1, 1999, the Louisville Housing Authority will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

### **11.2 RENT REASONABLENESS**

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved;
- B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

### **11.3 COMPARABILITY**

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

## **11.4 MAXIMUM SUBSIDY**

The Fair Market Rent (FMR) published by HUD or the exception payment standard rent (requested by the Louisville Housing Authority and approved by HUD) determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

### **11.4.1 Setting the Payment Standard**

HUD requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Louisville Housing Authority will review its determination of the payment standard annually after publication of the FMRs. The Louisville Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Louisville Housing Authority may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

### **11.4.2 Selecting the Correct Payment Standard for a Family**

- A. For the voucher tenancy, the payment standard for a family is the lower of:
  - 1. The payment standard for the family unit size; or
  - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
  - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
  - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

### **11.4.3 Area Exception Rents**

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

## **11.5 ASSISTANCE AND RENT FORMULAS**

### **A. Total Tenant Payment**

The total tenant payment is equal to the highest of:

1. 10% of monthly income
2. 30% of adjusted monthly income
3. Minimum rent
4. The welfare rent

Plus any rent above the payment standard.

### **B. Minimum Rent.**

The Louisville Housing Authority has set the minimum rent as \$ **50.00**. However, if the family requests a hardship exemption, the Louisville Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.

3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

**C. Section 8 Merged Vouchers**

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

**D. Section 8 Preservation Vouchers**

1. Payment Standard
  - a. The payment standard is the lower of:
    - i. The payment standard amount for the appropriate family unit size; or
    - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
  - b. If the dwelling unit is located in an exception area, the Louisville Housing Authority will use the appropriate payment standard for the exception area.
  - c. During the HAP contract term, the payment standard for the family is the higher of :
    - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
    - ii. The payment standard as determined in accordance with

paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

- d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
  - i. Paragraph (c)(i) of this section does not apply; and
  - ii. The new family unit size must be used to determine the payment standard.
- 2. The Louisville Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

- 1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
- 2. The space rent is the sum of the following as determined by the Housing Authority:
  - a. Rent to the owner for the manufactured home space;
  - b. Owner maintenance and management charges for the space; and
  - c. Utility allowance for tenant paid utilities.
- 3. The participant pays the rent to owner less the HAP.
- 4. HAP equals the lesser of:
  - a. The payment standard minus the total tenant payment; or
  - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Non-citizen Rule

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

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

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

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

## **11.6 UTILITY ALLOWANCE**

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as a whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the **Housing Authority**.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the owner. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

## **11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT**

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Louisville Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Louisville Housing Authority's jurisdiction.

### **11.8 CHANGE OF OWNERSHIP**

The Louisville Housing Authority requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Louisville Housing Authority's rent payment or the address as to where the rent payment should be sent.

In addition, the Louisville Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

New owners will be required to execute IRS form W-9. The Louisville Housing Authority may withhold the rent payment until the taxpayer identification number is received.

### **12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS**

The Louisville Housing Authority will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Louisville Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Louisville Housing Authority will only schedule one more inspection. If the family misses two inspections, the Louisville Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

## **12.1 TYPES OF INSPECTIONS**

There are seven types of inspections the Louisville Housing Authority will perform:

- A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
- D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
- E. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Move Out Inspection (if applicable) - An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
- G. Quality Control Inspection - Supervisory inspections on at least 5% of the total number of units that were under lease during the Housing Authority's previous fiscal year.

## **12.2 OWNER AND FAMILY RESPONSIBILITY**

- A. Owner Responsibility for HQS
  - 1. The owner must maintain the unit in accordance with HQS.
  - 2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Louisville Housing Authority will take prompt and vigorous action to enforce the owner obligations. The Louisville Housing Authority's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
  - 3. The Louisville Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Louisville Housing Authority and the Louisville Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Louisville Housing Authority approved extension).

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Louisville Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.

**B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. 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;
  - b. 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
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. 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 Louisville Housing Authority approved extension).
3. If the family has caused a breach of the HQS, the Louisville Housing Authority will take prompt and vigorous action to enforce the family obligations. The Louisville Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

**12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

**A. Sanitary Facilities**

**1. Performance Requirements**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria
  - a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
  - b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
  - c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
  - d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).
- B. Food Preparation and Refuse Disposal
  1. Performance Requirements
    - a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
    - b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
  2. Acceptability Criteria
    - a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
    - b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
    - c. The dwelling unit must have space for the storage, preparation, and serving of food.
    - d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

- iv. During exterior treatment soil and playground equipment must be protected from contamination.
  - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
  - vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
  - m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
  - n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
  - o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
  - p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

#### **12.4 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

##### A. Correcting Initial HQS Fail Items

The Louisville Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 3 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Louisville Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

##### B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Louisville Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Louisville Housing Authority will terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 30 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Louisville Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Louisville Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

**12.5 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

**A. No hot or cold water**

- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

## **12.6 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Louisville Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Louisville Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

## **13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S INSURING RESPONSIBILITIES**

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Louisville Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

## **13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS**

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Louisville Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Louisville Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Louisville Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Louisville Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Louisville Housing Authority within thirty (30) days of the move-out inspection. Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

### **13.2 PARTICIPANT RESPONSIBILITIES**

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Louisville Housing Authority. This shall be done by either paying the full amount due immediately upon the Louisville Housing Authority requesting it or through a Repayment Agreement that is approved by the Louisville Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

## **14.0 RECERTIFICATION**

### **14.1 ANNUAL REEXAMINATION**

At least annually the Louisville Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Louisville Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

Upon receipt of verification, the Louisville Housing Authority will determine the family's annual income and will calculate their family share.

#### **14.1.1 Effective Date of Rent Changes for Annual Reexaminations**

The new family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

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

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

#### **14.1.2 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Louisville Housing Authority taking action to terminate the family's assistance.

## **14.2 INTERIM REEXAMINATIONS**

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

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Louisville Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

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

In circumstances of a family break-up, the Louisville Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.
3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Louisville Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Louisville Housing Authority will make determinations on a case-by-case basis.

The Louisville Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Louisville Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Louisville Housing Authority will grant approval to add their name to the lease. Written notice from the owner approving the additional member must be given to the Louisville Housing Authority. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Louisville Housing Authority will take timely action to process the interim reexamination and recalculate the family share. **Louisville Housing Authority must receive the required documentation by the 20<sup>th</sup> of the month in order for the decrease to be effective the 1<sup>st</sup> of the following month.**

#### **14.2.1 Special Reexaminations**

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

#### **14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations**

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

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

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

## **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE LOUISVILLE HOUSING AUTHORITY**

The Housing Authority may at any time terminate program assistance for a participant, because of any of the following actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Louisville Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
- E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
- F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
- G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
- H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
- I. If the family has not reimbursed any Housing Authority 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.
- J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
- K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
- L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
- M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.

- N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Louisville Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

## **16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

### **16.1 COMPLAINTS**

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

### **16.2 INFORMAL REVIEW FOR THE APPLICANT**

#### A. Informal Review for the Applicant

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

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

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

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

#### C. Informal Review Process

The Louisville Housing Authority will give an applicant an opportunity for an informal review of the Louisville Housing Authority decision denying assistance to the applicant.

The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Louisville Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The review will be scheduled within 15 business days after receipt of the written request.
3. The applicant will be given an opportunity to present written or oral objections to the Louisville Housing Authority decision.
4. The Louisville Housing Authority will notify the applicant of the Louisville Housing Authority decision after the informal review within 10 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

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

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

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

The applicant family may request that the Louisville Housing Authority provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

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

### **16.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. **When a Hearing is Required**

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

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

**B. When a Hearing is not Required**

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

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

**C. Notice to the Family**

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Louisville Housing Authority will notify the family that the family may ask for an explanation of the basis of the Louisville Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

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

D. Hearing Procedures

The Louisville Housing Authority and participants will adhere to the following procedures:

1. Scheduling the Hearing

The hearing will be scheduled within 15 business days of the receipt of the written request.
2. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Louisville Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Louisville Housing Authority does not make the document(s) available for examination on request of the family, the Louisville Housing Authority may not rely on the document at the hearing.
  - b. The Louisville Housing Authority will be given the opportunity to examine, at the Louisville Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Louisville Housing Authority will be allowed to copy any such document at the Louisville Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Louisville Housing Authority, the family may not rely on the document at the hearing.

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

3. Representation of the Family

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

4. Hearing Officer

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

5. Evidence

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

6. Issuance of Decision

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

7. Effect of the Decision

The Louisville Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Louisville Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Louisville Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Louisville Housing Authority determines that it is not bound by a hearing decision, the Louisville Housing Authority will notify the family within 10 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

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

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

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

The participant family may request that the Louisville Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

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

## **17.0 TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Louisville Housing Authority. Under some circumstances the contract automatically terminates.

### A. Termination of the lease

#### 1. By the family.

The family may terminate the lease without cause upon proper notice to the owner and to the Louisville Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

#### 2. By the owner.

##### a. The owner may terminate the lease during its term on the following grounds:

- i. Serious or repeated violations of the terms or conditions of the lease;
- ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
  - (1) Failure by the family to accept the offer of a new lease;
  - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
  - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
  - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Louisville Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the

notice to the tenant.

- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

## **B. Termination of the Contract**

1. Automatic termination of the Contract

- a. If the Louisville Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Louisville Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Louisville Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
- e. The Louisville Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

- f. The owner has breached the contract in any of the following ways:
  - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
  - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
  - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
  - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
  - v. If the owner has engaged in drug trafficking.
- 4. Final HAP payment to owner:

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or a family moves out.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

*Occasionally, it is necessary for the Louisville Housing Authority to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.*

Any item(s) will require prior Board of Commission approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Louisville Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

## **20.0 LOUISVILLE HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Louisville Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Louisville Housing Authority will do the following:

- A. The Louisville Housing Authority will make available through the briefing process both orally and in writing the availability of Louisville Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Louisville Housing Authority will obtain the services of an independent entity to perform the following Louisville Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Louisville Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.
- C. The Louisville Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions.
- D. The Louisville Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Louisville Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

## **21.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

### **A. New HAP Contracts**

On and after October 1, 1999, the Louisville Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

### **B. Over-FMR Tenancy**

If the Louisville Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

### **C. Voucher Tenancy**

If the Louisville Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

### **D. Regular Certificate Tenancy**

The Louisville Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Louisville Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Louisville Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The XYZ Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## **22.0 SPECIAL PROGRAMS ADMISSION-FAMILY SELF SUFFICIENCY**

### Distribution of Section 8 Vouchers to Family Self-sufficiency Clients

In order to ensure the greatest benefit to participants in the Family Self-sufficiency Program administered by the Louisville Housing Authority, the Section 8 Manager with the approval of the Housing Authority Board, the BCHA Executive Director, and the approval of HUD, will set aside the mandated enrollment number of vouchers for the FSS Program. These vouchers will not be included in the "Special Admissions" category as designated by HUD. They will be set aside for the specific use of PSS clients as approved by HUD in the 2002 BCHA Administrative Plan.

This will ensure that FSS clients will have access to vouchers in a timely manner. The FSS Manager and staff will determine the number of vouchers needed per year. The required enrollment numbers from the previous year Section 8 Management Assessment Plan (SEMAP) report will be used to calculate the number of vouchers needed for the current year. The FSS staff will use the previous year HUD mandated number of participants minus the number of successful completions during that year to arrive at the new mandated enrollment number for the current year. The PSS staff will notify the Section 8 Manager of the required number of yearly vouchers to be held for the FSS Program by the last working day of January. The FSS staff will also notify the Section 8 Manager of the percentage of participants with escrow accounts.

## **GLOSSARY**

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

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. (24 CFR 982.4)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based.

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

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

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A family that has applied for admission to a program but is not yet a participant in the program.

**Assets:** See net family assets.

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

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously 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 Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

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

**Department:** The Department of Housing and Urban Development.

**Dependent:** A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

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

**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.

**Disabled person:** See "person with disabilities."

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

**Displaced person:** A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

**Drug related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

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

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

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by

HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

**Family** includes but is not limited to:

- A. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family Self-Sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

**50058 Form:** The HUD form that Housing Authority's are required to complete for each assisted household in public housing to record information used in the certification and re-certification process, and, at the option of the housing authority, for interim reexaminations.

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

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

**Gross rent:** The sum of the rent to the owner plus any utilities.

**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Head of household:** The adult member of the family who is the head of the household for purposes of

determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

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

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

**Interim (examination):** A reexamination of a household's income, expenses, and household status conducted between the annual recertifications when a change in a household's circumstances warrant such a reexamination.

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

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

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *1937Act*)

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- A. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance); or
- B. repair or replace major building systems or components in danger of failure.

**Monthly-adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

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

**Net family assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Non-citizen:** A person who is neither a citizen nor national of the United States.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act,  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or  
In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
- (1) is expected to be of long-continued and indefinite duration,
  - (2) substantially impedes his or her ability to live independently, and
  - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

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

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

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

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and

grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

**Proration of assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including

manufactured home space rental).

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

**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** See suspension.

**Total tenant payment (TTP):**

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

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

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

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**Verification:**

- A. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

The three types of verification are:

- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
- (2) Documentation, such as a copy of a birth certificate or bank statement
- (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. (*1937 Act*)

**Violent criminal activity:** Any illegal criminal activity that has as one of its elements the use, attempted

use, or threatened use of physical force against the person or property of another.

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. (24 CFR 982.4)

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

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

**ACRONYMS**

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

**LOUISVILLE HOUSING AUTHORITY MAINTENANCE POLICY**

On call emergency page info:

Residents call 441-4527 if they feel an emergency has occurred. Residents leave a detailed message including name, phone number and nature of emergency. After hanging up the phone, the voice mail system pages the on call pager at 303-855-8079 (this number is also on the emergency sticker supplied to all Residents) The on call Tech then is paged with a 441-4545 and that person calls in and retrieves

any messages left by Residents and returns all calls left.

***The following situations are considered an emergency:***

- No heat, too much heat
- Frozen water lines
- Flooding water in or around home, water heater leaks, etc.
- Down electrical lines
- No electricity
- Plugged toilet if it is the only toilet in home
- Plugged main sewer line
- Fire sprinkler system activated and water and/or alarm sounding
- Broken windows, broken in doors, etc.
- Natural gas odor in home
- Locked out of home
- Fire and smoke

Residents are always encouraged to call if they perceive an emergency or are in doubt of a situation.

## SYSTEMS AND MATERIALS STANDARDS

### INTERIOR

**Kitchen sink:** Surface is not rusted, rim is sealed to counter, bowl does not collect more than 3" of water while faucet is running full open. This applies to both bowls if applicable. Faucet is mounted securely, it has a 100% positive shut off of water flow. Faucet handle(s) work smoothly and no water leaks above sink deck. Disposer runs and does not leak. Drain system of Kitchen sink handles volume of water that will prevent water build up in sink bowls. P traps and drain piping is secure and sound. It is not rusted or corroded. Water piping has shut offs prior to faucet. Water piping is secure and does not leak.

**Bathroom sink:** Surface is not rusted, rim is sealed to vanity, bowl and overflow in bowl drain all water when faucet is full open. Faucet is mounted securely, it has a 100% positive shut off of water flow. Faucet handle(s) work smoothly and no water leaks above sink deck. Drain system of sink drains water from sink as so it doesn't overflow. P trap and drain piping is secure and sound. It is not rusted or corroded. Water supply piping has shut offs prior to faucet. Water piping is secure and does not leak.

**Toilet:** Toilet flushes without hesitation, is secure to the floor and does not rock or slip. Bowl is caulked to the floor. Tank holds water and does not "cycle" Flapper is not corroded. Toilet seat is secure and is not broken. Water supply has shut off prior to tank and is secure and does not leak. Flush handle works smoothly and chain is adjusted properly.

**Tub/Shower:** Tub/Shower surface is not rusted, Tub/Shower does not collect more than 2" of water with valve full open. Overflow on tub drains water. All walls at perimeter of Tub/Shower are sealed and do not leak water behind walls. Tub/Shower is sealed at floor. Tub/Shower valve works smoothly and has a 100% positive water shut off. Showerhead flows at 2.5 gallons per minute maximum. Paint at ceiling near Tub/Shower and walls are not peeling. Tub is caulked at floor where floor meets tub.

**Water heater:** Water heater venting is secure at all joints and vents combustion products to exterior and no combustion products spill from draft hood. Water piping is secure and all connections at water heater are not leaking and not corroded. Supply piping has a shut off valve at cold inlet. T&P valve is accessible and is piped to the floor. Burner area is clean and no white flame is visible while burner is on. Water heater is not leaking and jacket is intact. Controls are accessible and knobs or levers are in place. Gas piping is secure, has shut off before valve and does not leak. Flex lines are not kinked and are not under stress.

**Heating Appliance:** Furnace or Boiler venting is secure at all joints and vents combustion product to the exterior so no combustion products spill from draft hood. Ducting or piping is secure and does not leak (water) Controls are accessible and levers and knobs are in place. Appliance is in a clean condition and burner area is clean and no white flame is visible while burner is on. Valves, knobs, gauges, switches, and other controls are in proper working order and do not leak water. Furnace blower compartment and blower wheel are clean and lubricated annually. Boiler pumps are quiet and not leaking water and are lubricated annually. Thermostats maintain adequate comfort level in home and are secure to the wall and level. Anticipator is set as to prevent short cycling of furnace or boiler. Gas piping is secure, has shut off before gas valve, and does not leak. Flex lines are not kinked and are not under stress. Mechanical room or area that heating and water heating appliances are located is in a clean and organized state. No debris or clutter lay around these appliances. No chemicals, cleaners, solvents, paints, etc are stored near these appliances. If floor drain is present in a mechanical room or room where heating and water-heating appliances are, it drains water and has a cover securely in place.

**Cabinets:** Cabinets are secure and have doors if so designed. Surface is not severely deteriorated. Drawers' work and front surfaces are not severely deteriorated.

**Countertops:** Counter top surface is smooth and not peeling off. Counter top general condition is not severely deteriorated.

**Exhaust fans:** Exhaust fans if ducted to the outside are ducted so that no water is trapped in the ducting. Ducting is secure to the fan and exterior hood. Ducting slopes upward to hood if possible with no traps. A damper is in place at fan or hood. Fan runs smoothly and is not clogged. Re-circulating fans run smoothly and filters and grills are clean.

**Dryer venting:** Dryer vents are run as direct and short as possible. Vents are securely attached to the dryer with a clamp and fastened to a dryer damper with a clamp. Vent is not kinked or clogged. Space must be maintained behind dryer to protect vent tube.

**Room Electrical:** All switches work and have a proper cover plate. All outlets work and have a proper cover plate. All light fixtures are secure and work properly. There is no exposed wire that is broken, non-insulated, frayed, or connections that is laying near water or other unsafe places. All smoke detectors are tested with smoke spray and the signal is loud.

**Walls:** Wall are painted and not peeling. No large holes are in walls. Surface is sound and free from hazardous defects.

**Ceilings:** Ceilings are painted and not peeling. No large holes are in ceilings. Surface is sound and free from hazardous defects

**Floors:** Floor surface is sound and not peeling up so to be dangerous. Floor is free from hazardous defects.

**Interior Doors:** Door swings freely and latches. Surface is not severely deteriorated. A doorstop is present on door or wall. Closet doors swing or slide to close smoothly and surface is not severely deteriorated.

**Windows:** All windows lock and are free of signs of severe deterioration or missing or broken out panes. Operable windows must be able to be opened and closed. Screen is in place and not damaged.

**Halls/Stairwells:** Halls and stairwells have adequate lighting, all necessary handrails are secure and in place. Tread surface is not peeling up and is secure. Paint is not peeling from walls or ceiling. Landings are clear and surface is secure and not peeling.

**Appliances:**

**Refrigerator** must be able to maintain a temperature cold enough to keep food from spoiling over a period of time. Door must close securely and seal must be reasonable. Power cord must not be frayed or modified in any way.

**Oven/Range** must work on all burners and oven must work. All burners must have drip pans. Controls must maintain a reasonable temperature for cooking. Power cord must not be frayed or modified in any way.

**Washing Machine** must work properly and not leak water. Power cord is not frayed or modified in any way. Water lines attach to a positive shut of water supply. Drain line is not cracked or worn.

**Dishwasher** must work properly and not leak water. Power cord is properly wire and connections are in a box or are plugged into a proper outlet. Water supply line is properly installed and connected to a positive shut off valve. Line is not kinked or under any tension. Drain line is ran to an approved P-trap and provides an air gap. Dishwasher is secure to floor or counter.

## EXTERIOR

**Roof:** Roof material must be secure and intact. There are no missing shingles. There is no debris on roof or around any vent pipe, flue pipe or other system on roof.

**Gutters:** Gutters are not rusted thru and are secure to building. Gutters drain water off roof to downspouts and do not allow water to flow over rim of gutter.

**Downspouts:** Downspout must drain all water from gutter and carry it to a splash block or other drain system

**Soffits, Fascia, Gables:** Soffits, fascia and Gable areas are sound and not rotted. Paint is not peeling. All openings in these areas have proper screen or covering.

**Walls:** Walls are sound and non-brick/stone siding is not rotted or under the dirt level of surrounding ground. Paint is not peeling. All penetrations or systems that exit the wall is properly sealed around or caulked around.

**Doors:** Exterior doors are secure and lock adequately. They are not peeling and swing freely. Doors must close easily and provide an adequate weather seal. Door must have peep site.

**Sidewalks:** Sidewalks and Concrete as well as asphalt must be stable and not severely

**Concrete:** Deteriorated. Cracks must be sealed with an approved sealant. Any broken surface must be less than one half inch above or below an adjacent surface.

**Sprinklers:** Lawn sprinklers are timed as to provide adequate water to maintain an acceptable appearance to the grass. All heads deliver water to the intended areas without water getting on parking areas, porches and buildings. **Grounds:** Grounds are kept in a clean and presentable manner. Weeds are not allowed to be above a 4" height. Grass is mowed as needed to keep below 4". Trash and debris is removed on a regular basis. Fencing, gates, enclosures and out buildings are kept in good condition.

**Attic:** Attics are clear and dry. Nothing is stored in attics. Roof decking is dry and is not molded. All bath fans, dryers, kitchen vents, or other mechanical vent system is vented to the outside, not into the attic space. Insulation is not trampled down and is fairly even in distribution.

**Crawl space:** Crawl spaces are dry and no mold is present. Crawl space is not cluttered and nothing is stored in crawlspace. All dryer vents are vented to the exterior of crawlspace and not into the space. Heating appliances are supplied with adequate combustion air. Vapor barrier is present when needed. Sump pumps are operating and discharge to a proper place as designed.

## LYDIA MORGAN SPECIALTIES

Lydia Morgan apartments are a unique property in several ways. The type of construction and the many different systems in place make this site unique for the maintenance department to take care of. For the most part our staff will be handling routine maintenance and responding to emergencies and resident concerns. Our staff will maintain washers and dryers and collect money from the washers and dryers. The first year we will utilize the warranty on all units and systems as much as possible and will require the necessary contractors to make any warranty repairs in a timely manner. Due to the size of the building common areas and mechanical system, contractors are utilized in the following areas:

**Frontier Mechanical** - preventive maintenance on all heating and cooling throughout.

**Tropical Designs** - Takes care of all living indoor plants and trees

**Safe systems** - Monitors all fire alarm systems and elevator emergencies

**Madison cleaners** - Cleaning of all common areas

**Perea Lawn care** - Snow removal of sidewalks

**Town and Country** - Dumpster company

**Alpine snow removal** -Parking area snow removal

**Dover Elevator** - Elevator inspections and maintenance

Some other systems in place at Lydia Morgan are:

Emergency pull cords in unit bathrooms activate an alarm in the office and flash a light above the unit door.

Main entrance door are controlled thru a timer that locks the doors at 7:00 PM and unlocks them at 8:00 AM. All other exterior doors remain locked at all times.

*Atrium windows can be opened from upper level by controlling the appropriate switch*

Common space is heated and cooled by 9 heating/cooling units located throughout the common area and by a roof top mounted 300,000 btu input heater that pressurizes the atrium area to push out cold air in the winter and hot air in the summer.

Seniors have the opportunity to attend a number of sessions on various topics, potlucks and meetings in the "Great room"

## MAINTENANCE TOOL AND EQUIPMENT POLICY

The maintenance and condition of maintenance tools and equipment are the responsibility of the employees to whom the items are issued. Proper care of tools

is essential to insure proper Housing Authority function. Louisville Housing policy prohibits personal use of county tools, therefore employees may not remove agency tools from maintenance facilities or vehicles for personal use.

Louisville Housing Authority provides all necessary tools, equipment and supplies. An employee may choose to use personally owned tools if desired, but Louisville Housing authority is not responsible for loss, damage or theft of any personal tool used for County business.

#### INDIVIDUAL TOOLS:

A basic set of tools is issued to individuals based on their requirements. Care and maintenance of individual tools is the responsibility of that employee.

- A. A list of tools issued to each employee will be kept on file at the maintenance shop by the purchasing agent. Basic tools which a worker does not require (as determined by crew supervisor) or prefers not to carry may be checked back in to the purchasing agent.
- B. Tools must be safeguarded during work hours, and not left unattended in areas where theft may occur. After work hours, they must be locked inside a vehicle or brought into the shop area. All tools are expected to be stored appropriately in vehicles and in shop where they belong. If tools have containers designed for their storage, these are to be utilized.
- C. Tools will be used in a safe and prudent manner, and in accordance with instruction and guidance from designated maintenance personnel and safety instructions for the tool.
- D. Tool loss or damage should be reported to Purchasing agent as soon as it is noticed. Purchasing agent will note loss or damage on individual inventories and make appropriate decisions about tool replacement.
- E. Tool inventory will occur periodically, as determined by the purchasing agent. Unreported tool loss or damage which occurs between inventories will be recorded. While tool inventory is being conducted, employees may request additional tools or check in unneeded tools (with supervisor approval). After inventory, a current list of individual tools will be provided to each employee, which they will sign to indicate accuracy. Staff will keep a copy of signed list until next inventory.
- F. All tool purchase requests must be approved by the purchasing agent or Maintenance Manager before purchase. Tool replacement due to damage will require turning in damaged tool at time of request. Purchasing agent will purchase or provide substitute tool if approval for replacement is granted. Tools deemed non essential may not be replaced.
- G. Everyday wear of tools and occasional tool replacement is expected. However, Louisville Housing Personnel Policy states that non-compliance with tool policy or abuse of tools resulting in excessive loss or damage may be grounds for disciplinary action. Tool inventory records will be used to establish the basis of "normal" vs. "excessive" tool loss or damage, as demonstrated by individual employee's records of tool replacement.

## SHARED TOOLS AND EQUIPMENT

Several tools used at maintenance are not assigned to individual employees but stored on vehicles or in the shop for use by all staff members. The purchasing agent is responsible for the inventory and accountability of these items as well as assuring that staff adhere to policies on the safe use and security of these tools. All staff are responsible for following stated policies listed above for individual tools for the maintenance, care and security of shop tools. Report damage or missing tools to purchasing agent as soon as possible.

All policies listed above for individual tools are in effect for shop tools.

## CONSUMABLE ITEMS

Consumable supplies are those that are consumed in use and are issued to individuals or the entire staff. Supervisors have the authority for insuring that consumable items are used in an appropriate manner and that staff adheres to agency policies on the accountability and safe use of these items. Consumable supplies include items such as drill bits, saw blades, paintbrushes, re-key materials, etc. that are regularly used to support maintenance efforts.

## Master Key Policy

(approved by LHA Board of Commissioners 12-05-96)

It is the goal of the Louisville Housing Authority to develop a system to maintain a secure and efficient method of distributing and using its master keys to all its Housing sites.

Master keys are assigned to County Employees only and a record of this is part of their file and on record with Housing managers, supervisors and others needing this information.

Anyone requesting a master key must contact the Maintenance department to be issued a key. A master key then can only be issued with Department Head approval.

No Contractors are given master keys at any time. If a Contractor needs access to units then a lock box can be placed at the site with a **unit** key in the box only. Maintenance staff can also meet Contractors at housing sites.

Master keys must not be installed on key chains, rings, etc. that has any housing or personal home addresses or information that could lead someone to a housing site.

If an employee loses their keys, their supervisor must be notified immediately and notified of any knowledge of where they might be.

Master keys are never to be placed in any lock box.

Employees are not allowed to have a duplicate master key made.

No County keys including master keys are allowed to be left unattended in vehicles, tool boxes, etc.

No County keys are allowed to be loaned to any one else except County Employees and that Employee is responsible for the keys return.

Extra or unused Master Keys must be in a secure, locked area. (Not in a file cabinet or desk drawer)

Key boxes at any location must remain locked at all times unless actually working in the box to remove or return keys.

## **Preventive Maintenance**

It is the goal of the Louisville Housing Authority to perform these tasks on a regular basis

- Test smoke detectors, nurse call units, and intercom units for proper operation.
- Install new batteries in smoke detectors and nurse call units. (If applicable)
- Inspect roofs for damage, check roof vents, plumbing vents, soffits, fascia, wood surfaces.
- Inspect building exterior walls for paint damage, swelled siding, missing mortar, other damage.
- Clean gutters and downspouts, secure and repair as needed.
- Test and repair washer and dryers as needed.
- Trim trees and bushes away from patios, walks, equipment, units, etc. as needed.
- Seal parking lot cracks, update parking stripes, repair signs.
- Repair dumpster enclosures as needed.
- Inspect playground areas for hazards, dangers and proper operation. Check for neatness.
- Inspect grounds for weed control, dry spots, drainage problems, vandalism, etc.
- Install missing rock around perimeter of buildings, clean out rock areas of weeds, debris.
- Inspect lawn sprinkler system for proper operation. Assure lines are underground. Test timer.
- Clean and tune up boilers, furnaces, water heaters. Replace filters. Inspect for potential failures.
- Inspect mechanical systems, exhaust fans, pumps, controls, valves, etc for proper operation.
- Test exterior lighting for proper operation. Check timers & sensors.
- Inspect site sign for neatness, repairs, lighting, etc.

- Inspect and repair perimeter fencing and gates as needed and remove graffiti, etc.
- Inspect grounds, sidewalks, parking area, common rooms, stairs, etc. for hazards and dangers.
- Remove hoses from outside spigots and drain unheated lines.
- Drain swamp coolers and supply lines. Cover coolers properly.
- Clean out window wells and grounds of debris and trash. Rake leaves from all areas.
- Inspect all exterior clean outs, valve boxes, plates and accesses for proper covers and lids.
- Inspect crawl spaces for vents that are open or closed, moisture, pests, leaks, cracks, debris.
- Inspect sump pumps for proper operation in crawl spaces.
- Inspect attic spaces for insulation, moisture, pests, rotting wood, ventilation, damage.
- Inspect exterior of unit patios, walks, porches and yards for violations, etc.
- Inspect all vehicles in parking areas for proper permits, license plates, etc. and are operational.
- Inspect interior of units and assure they meet set standards.
- Fire sprinkler systems are tested by qualified technician for operation, freeze protection, etc.
- Fire extinguishers in common areas and hallways are tested by a certified technician.
- Test exit signs and emergency lighting for proper operation.
- Inspect public bathrooms, kitchens, community rooms, and areas. Assure they meet standards.
- Test equipment in public areas for proper operation. (dishwashers, disposers, ranges, fridges, etc)

## Procedure for Moveouts and Work Orders

### Work Orders for Move out/ins

Done through e-mail by both Maintenance and Occupancy staff.

Occupancy calling in W.O—repeat calls from tenants, or new tenants.

Standard turn around time for work orders is five (5) working days for non-emergency work orders. If this timeline cannot be meet, Maintenance will notify Occupancy and tenant of the delay and estimated completion time.

Check List of repairs—order of priority

Tenant charges-deposit

Repairs-priority

Health and safety

HQS

Does it work up to standard?

Marketing

Resident retention

Maintenance and Occupancy both sign off on the revised Move out Check List. During the move out inspection Maintenance and Occupancy must compare their long move out checklist to ensure all repair items are documented in the same manner on both checklists. Maintenance will FAX a copy of short list with the ready date to Occupancy.

If repairs are over budget, the Maintenance Supervisor completes the long inspection sheet and the Asset manager completes a summary cover sheet with request for approval to the Executive Director.

Maintenance sets ready date, informs Occupancy

Occupancy must inform Maintenance (Dispatch work order Administrative Tech) of lease up date & time

Day before ready date (or some set period of time) Maintenance inspects the unit —No equipment, tools, or materials should be in the unit. Everything should be removed for the ready date, all cleaning, repairs, etc.

Maintenance will notify Occupancy on **any uncompleted items on the Moveout check list before the ready date.**

Follow through--Contact tenant if work order repairs are delayed—Maintenance **will inform** Occupancy and the tenant of the specific delays and estimated completion time. Maintenance will alert Occupancy by e-mail.

If Maintenance staff is delayed in completing a work order, they should write on the notice left hanging from the door cause for delay and estimated completion date.

## Maintenance Department Uniform Policy

The Maintenance department realizes the importance of the uniform to Louisville's public image, employee identification and to employee pride. The maintenance department will ensure the highest degree for consistency in appearance commensurate with the diversity of tasks that employees perform and the conditions in which they perform those tasks.

The goals of the uniform policy are to:

- < Project a distinctive uniform image to residents, the public and County employees.
- < Provide employees with functional, durable and comfortable shirts and jackets which are appropriate for assigned duties and fosters employee health and safety.
- < Promote employee identification.
- < Assure a degree of consistency in uniform appearance.

This policy will be reviewed annually and revisions will be made as necessary. Suggestions for changes or additions are always welcome.

- Only Maintenance employees are authorized to wear the uniform. Personnel who have regular contact with residents and the public must wear the uniform. Wearing this uniform is mandatory while at work.
  - Uniform may not be worn while not at work except to and from work. It is not required that uniform be worn during after hours on call work but is recommended.
  - Hair must be well groomed and secured back to prevent obstructing view (hanging over eyes) or tangling in power equipment. Facial hair must be clean and well groomed.

It is expected that all staff do their best to protect the uniform from damage when possible such as wear overalls, tyvek suits or similar clothing while performing tasks such as painting, working with grease, stains, working in areas that could tear clothing, etc.

## **GENERAL RULES FOR UNIFORM WEAR**

The employees' supervisor will use their discretion to determine if the appearance of the uniform meets these criteria.

- < Uniform must not be frayed
- < Uniforms must be free of excessive wear and holes
- < Uniform must be free of offensive odor
- < Shirt and pants must be clean and free of excessive spots, stains, and soil
- < Uniform must be free from excessive wrinkles
- < Shorts may be worn with the uniform. Shorts may be no shorter than 4" above the knee and have a hem.
- < Staff wearing shorts must carry a pair of long pants for wear when shorts are not appropriate to perform assigned duties.
- < Shirts may not be altered such as removal of sleeves or cutting of collars, etc.
- < Jeans or pants must be in good repair with no holes. Sweat pants are not allowed.
- < Sunglasses may be worn with uniform. Sunglasses that are too dark or have a mirror surface as to hide the employees eyes may not be worn while having contact with residents or the public.
- < Shoes or boots must be in good repair.
- < Hats may be worn with the uniform. They should compliment the uniform and be free of patches and decorations.
- < Shirts must be tucked in and buttoned within 2 buttons of the top button.