

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

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**ST. JAMES PARISH HOUSING AUTHORITY (LA 092)**  
**2627 KING AVENUE**  
**P.O. BOX 280**  
**LUTCHER, LA 70071**

# PHA Plans

5 Year Plan for Fiscal Years 2002 - 2006  
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:** Housing Authority of St. James Parish

**PHA Number:** LA092

**PHA Fiscal Year Beginning:** 10/2001

**Public Access to Information**

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

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

**Display Locations For PHA Plans and Supporting Documents**

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

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

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

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

**5-YEAR PLAN**  
**PHA FISCAL YEARS 2002 - 2006**  
[24 CFR Part 903.5]

**A. Mission**

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

**B. GOALS**

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

- PHA Goal: Expand the supply of assisted housing  
Objectives:
- Apply for additional rental vouchers:
  - Reduce public housing vacancies: **There are 108 vacant units (35%); most are boarded and need extensive repair. Of a recent review of 95 vacancies, only 13 units can be repaired by in-house staff; 82 units require more extensive contract work. The Authority's goal is to repair and occupy as many as these units as possible, as soon as possible, using Capital Fund Monies. It should be noted that occupied units also need extensive repair, and will take a significant portion of the available Capital Fund. SJPHA has already repaired several vacant units to make ready for occupancy and has developed plans for the remaining vacant unit repairs, as well as improvements for the developments as a whole.**
  - Leverage private or other public funds to create additional housing opportunities:
  - Acquire or build units or developments
  - Other (list below)
- PHA Goal: Improve the quality of assisted housing  
Objectives:
- Improve public housing management: (PHAS score) **The current PHAS score is 22; the PHA goal is to improve this score. It should be noted that the PHA has been "troubled" for eight years and significant**

**improvement is needed in every area of the Authority to improve management, operations, finance and maintenance in order to improve the PHAS score. Many policies and procedures have already been developed and implemented to improve management and maintenance. Once fully implemented, PHAS scores should improve. It is anticipated that the score will improve gradually, as SJPHA recovers from eight years as a “troubled” PHA.**

- Improve voucher management: (SEMAP score)
- Increase customer satisfaction: **Actions have already been taken to improve maintenance response time, and improve maintenance and administrative customer service. These will be continued and enhanced as needed.**
- Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections) **All management areas have seen recent improvement: finance, admissions, maintenance, inspections, annual re-examinations, rent collections, lease compliance and enforcement, resident services, security, etc. Policies and procedures have been developed and implemented to improve management efficiency and to ensure HUD regulations are followed.**
- Renovate or modernize public housing units: **All developments are in severe states of disrepair. A preliminary analysis indicates that the Convent and Central Developments may not be financially or socially feasible in the long term. Convent is extremely isolated, located in an undesirable area surrounded by swamp, debris and litter. The overall condition of Central is also extremely poor. It should be noted that in the past, some developments were partially renovated, the remaining un-renovated units at those developments need to be addressed. Other sites have had no renovation and are in extreme need. As many units as possible will be renovated utilizing Capital Funds. As discussed in following sections, SJPHA is developing plans to complete renovation of St. James/Hymel. Additionally, at Baytree, Brooks, and Vacherie if one unit is vacant in a duplex building, both units will be modernized to complete the modernization of the building.**
- Demolish or dispose of obsolete public housing: **SJPHA is analyzing data that may suggest that maintaining the Convent and Central developments is not financially or socially feasible. In addition to the financial issues, SJPHA is taking into consideration the quality of life issues for those residents. At the time this Plan is submitted, this analysis had not been completed.**

- Provide replacement public housing:
- Provide replacement vouchers: **If SJPCHA at a later date, develops plans to demolish or dispose of the Convent or Central developments, SJPCHA may apply for replacement vouchers to replace a number of demolished units.**
- Other: (list below) **If SJPCHA at a later date, develops plans to demolish or dispose of the Convent or Central developments, SJPCHA may work with other housing agencies to explore other affordable housing opportunities to replace some of the demolished units.**

PHA Goal: Increase assisted housing choices

Objectives: N/A

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

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

- PHA Goal: Provide an improved living environment
- Objectives:
- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments: **75% of SJPCHA’s residents are extremely low income. The distribution of extremely low-income residents is relatively equal between the six developments. In addition, 75% of applicants on the waiting list are extremely low income. The Authority will make every effort to attract higher income applicants to the program; however, historical data indicates previous efforts have had little success.**
  - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
  - Implement public housing security improvements: **The Authority has improved lighting at most developments and will continue providing police patrols at sites. These patrols are essential to ensure that recent improvements to safety and security are maintained. In addition to police patrols, the Authority has improved Parish police response at the developments.**

- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below): **The Authority is currently taking steps to more effectively enforce the lease by taking appropriate eviction action when necessary to eliminate all kinds of lease violators and drug/gang/criminal activity from the sites so that lease abiding residents can enjoy a safe housing environment.**

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

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families: **As stated above, 75% of the Authority residents are unemployed. The SJPHA works with local supportive service agencies to coordinate training and educational programs. However, historical data indicates previous actions have seen little success.**
- Provide or attract supportive services to improve assistance recipients' employability: **The SJPHA has supportive service agreements with the Louisiana State University Extension Services, the South University Extension Services, the Department of Human Resources, and the Office of Women's Services who offer assistance to residents in improving employability success.**
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)

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

PHA Goal: Ensure equal opportunity and affirmatively further fair housing

Objectives:

- Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability: **The St. James Parish Admissions and Continued Occupancy Policy contains its affirmative action policy. It should be noted that 100% of the residents are African/American and 100% of applicants for the program are African/American. Historically, previous affirmative measures in this area have been unsuccessful.**

- Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability: **As stated in other areas of this Plan, the Authority's goal is to improve the condition of vacant and occupied units in need of repair to provide a suitable and safe living environment for all families, regardless of race, color, religion, etc. Most occupied units are also in need of repair; the repairs are not segregated to specific groups based on race, color, religion, etc.**
- Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required: **The Authority has 10 accessible units, all are occupied. There are two disabled applicants on the waiting list. As stated previously, the SJPHA is addressing the condition of occupied units and vacant units, to repair them to acceptable levels. This plan includes improvements to the accessible units.**
- Other: (list below)

**Other PHA Goals and Objectives: (list below)**

**Annual PHA Plan**  
**PHA Fiscal Year 2002**  
[24 CFR Part 903.7]

**i. Annual Plan Type:**

**Standard Plan**

**Streamlined Plan:**

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

**Troubled Agency Plan**

**ii. Executive Summary of the Annual PHA Plan**

[24 CFR Part 903.7 9 (r)]

The St. James Parish Housing Authority has prepared this Annual PHA Plan in compliance with Section 511 of the Quality Housing and Work Responsibility Act of 1998 and the ensuing HUD requirements.

The purpose of the Annual Plan is to provide a framework for local accountability and an easily identifiable source by which public housing residents and other members of the public may locate basic PHA policies, rules and requirements related to the operations, programs and services of the agency.

The Mission Statement and the Goals and Objectives were based on information contained in the State of Louisiana Consolidated Plan. Utilizing these goals and objectives, the St. James Parish Housing Authority is now striving to assure that the Authority is managed and maintained efficiently and effectively, and that our residents receive the best customer service.

Fulfillment of the Mission Statement and Goals and Objectives, as well as excellent customer service, is assisted by implementation of a series of policies have recently been revised or developed. Current policies are on display with this Plan and are available for public review. The Admissions and Continued Occupancy Policy (ACOP) is the primary policy available. This important document covers the public housing tenant selection and assignment plan, outreach services, grievance procedures, etc.

The most important challenges to be met by the St. James Parish Housing Authority during FY 2002 include:

- Continue to reduce crime at the sites, caused both by residents and neighboring communities, by increasing cooperation with the St. James Parish Sheriff's Department;
- Provide safe and secure housing to lease abiding residents, through aggressive lease enforcement for non-lease abiders;
- Improve the public housing stock of vacant and occupied units through the Capital Fund, thereby reducing the number of vacant units and improving the quality of life for all residents;
- Continue to train maintenance staff in acceptable maintenance standards, and improving the quality of all units and the customer service provided;
- Continue to train administrative staff in HUD regulations and revised SJPHA policies and procedures, thereby decreasing and/or eliminating the back log of HUD required actions, i.e. annual re-examinations, interim re-examinations, financial reporting, etc.; and
- Improve the Authority's PHAS score to a level above its current troubled score.

This Annual PHA Plan exemplifies the Authority's commitment to meet the housing needs of the full range of low-income residents. The SJPHA, in partnership with agencies from all levels of government, the business community, non-profit community groups, and residents, will use this Plan to improve the Authority's performance, and improving the residents quality of life.

## Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

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

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#### Required Attachments:

- Admissions Policy for Deconcentration **Attachment LA092-A**
- FY 2002 Capital Fund Program Annual Statements **Attachment LA092-B**
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY) **Attachment LA092-H**
- Implementation of Community Service Requirements (**Page 43; See Also ACOP-Attachment C**)

#### Optional Attachments:

- PHA Management Organizational Chart
- FY 2001 Capital Fund Program 5 Year Action Plan **Attachment LA092-B**
- Public Housing Drug Elimination Program (PHDEP) Plan

- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text) **Included in Plan text**
- Other (List below, providing each attachment name)
- Attachment LA092-A – Component 3, (6) Deconcentration and Income Mixing**
- Attachment LA092-C – Admissions and Continued Occupancy Policy**
- Attachment LA092-D – Lease Agreement**
- Attachment LA092-E – Rent Collection Policy**
- Attachment LA092-F – Pet Policy**
- Attachment LA092-G – Grievance Procedure**

**Supporting Documents Available for Review**

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
X	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial</i>	Annual Plan: Eligibility, Selection, and Admissions Policies  Determination

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	<i>Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation) Being developed	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
NA	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program	Annual Plan: Homeownership

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
	<input type="checkbox"/> check here if included in the Section 8 Administrative Plan	
N/A	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
X	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
X (2000)	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
X	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

## **I. Statement of Housing Needs**

[24 CFR Part 903.7 9 (a)]

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

<b>Housing Needs of Families in the Jurisdiction By Family Type</b>							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Siz-e	Loca-tion
Income <= 30% of AMI	696	5	5	5	5	5	5
Income >30% but <=50% of AMI	199	5	5	5	5	5	5
Income >50% but <80% of AMI	139	5	5	5	5	5	5

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

- Consolidated Plan of the Jurisdiction/s  
Indicate year: 2000

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

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

<b>Housing Needs of Families on the Waiting List</b>			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	145		30
Extremely low income <=30% AMI	109		
Very low income (>30% but <=50% AMI)	36		
Low income (>50% but <80% AMI)	0		
Families with children	117		
Elderly families	8		
Families with Disabilities	2		
White (Non-Hispanic)	0		
African/American	145		
Hispanic	0		
Other	0		

Characteristics by Bedroom Size (Public Housing Only)			
1BR	28		
2 BR	54		
3 BR	45		
4 BR	18		
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

**C. Strategy for Addressing Needs**

**(1) Strategies**

**Need: Shortage of affordable housing for all eligible populations**

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

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

- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

**Strategy 2: Increase the number of affordable housing units by: N/A**

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

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

**Strategy 1: Target available assistance to families at or below 30 % of AMI: N/A**

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

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

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

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

**Need: Specific Family Types: The Elderly**

**Strategy 1: Target available assistance to the elderly: N/A**

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

**Need: Specific Family Types: Families with Disabilities**

**Strategy 1: Target available assistance to Families with Disabilities:**

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

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

**Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs: N/A - See above, 100% of PHA residents are African/American; 100% of PHA applicants are African/American.**

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

**Strategy 2: Conduct activities to affirmatively further fair housing: N/A**

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

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

N/A

**(2) Reasons for Selecting Strategies**

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

- Funding constraints
- Staffing constraints
- Limited availability of sites for assisted housing

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

## **2. Statement of Financial Resources**

[24 CFR Part 903.7 9 (b)]

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2001 grants)</b>		
a) Public Housing Operating Fund	\$714,458.00	
b) Public Housing Capital Fund	\$624,873.00	
c) HOPE VI Revitalization	N/A	
d) HOPE VI Demolition	N/A	
e) Annual Contributions for Section 8 Tenant-Based Assistance	N/A	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$ 78,130.00	
g) Resident Opportunity and Self-Sufficiency Grants	N/A	
h) Community Development Block Grant	N/A	
i) HOME	N/A	
Other Federal Grants (list below)	N/A	
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
CGP Programs	\$1,639,673.00	Public housing capital improvements
PHDEP Programs	\$250,711.00	Public housing safety and security
<b>3. Public Housing Dwelling Rental Income</b>	\$200,000.00	Public housing operations

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>4. Other income</b> (list below)	\$15,000.00	Public housing operations
Miscellaneous, late charges, maintenance charges, etc. 15,000.00		
<b>4. Non-federal sources</b> (list below)	N/A	
<b>Total resources</b>	<b>\$3,522,845.00</b>	

\*Note: This includes \$311,265 from FY 1999, \$703,536 from FY 2000, and \$624,873 from FY 2001.

### **3. PHA Policies Governing Eligibility, Selection, and Admissions**

[24 CFR Part 903.7 9 (c)]

#### **A. Public Housing**

##### **(1) Eligibility**

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

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

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

- Criminal or Drug-related activity
- Rental history (Landlord references)  
Housekeeping
- Other (describe)  
Ability to comply with the terms of the lease agreement.

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

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

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

**(2)Waiting List Organization**

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

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

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

- PHA main administrative office  
(Application packages available at site offices)  
 PHA development site management office  
 Other (list below)

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

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

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

If yes, how many lists?

Six (6) – one for each development

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

May choose up to three

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

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

**(3) Assignment**

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

- One

- Two
- Three or More

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

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

**(4) Admissions Preferences**

a. Income targeting:

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

b. Transfer policies:

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

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

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)  
For elderly and disabled over other singles for one (1) bedroom units.

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

Date and Time

Former Federal preferences:

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)  
- For elderly and disabled over other singles for one (1) bedroom units.

4. Relationship of preferences to income targeting requirements:

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

**(5) Occupancy**

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

- The PHA-resident lease
- The PHA's Admissions and Continued Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)  
Tenant Orientation session prior to initial occupancy.

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

- At an annual reexamination and lease renewal
- Any time family composition changes (**Within 10 days of change**)
- At family request for revision
- Other (list):

**(6) Deconcentration and Income Mixing**

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

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

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

- Adoption of site based waiting lists  
If selected, list targeted developments below:
- Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- Employing new admission preferences at targeted developments  
If selected, list targeted developments below:
- Other (list policies and developments targeted below)

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

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

- Additional affirmative marketing
- Actions to improve the marketability of certain developments
- Adoption or adjustment of ceiling rents for certain developments
- Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- Other (list below)

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

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

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

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

**B. Section 8: N/A - The PHA does not administer Section 8.**

**(1) Eligibility**

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

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

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

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

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

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

- Criminal or drug-related activity  
 Other (describe below)

**(2) Waiting List Organization**

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

- None  
 Federal public housing  
 Federal moderate rehabilitation  
 Federal project-based certificate program  
 Other federal or local program (list below)

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

- PHA main administrative office  
 Other (list below)

**(3) Search Time**

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

If yes, state circumstances below:

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

Date and Time

Former Federal preferences

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

Other preferences (select all that apply)

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

- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

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

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

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

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

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

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

**(5) Special Purpose Section 8 Assistance Programs**

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

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

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

- Through published notices
- Other (list below)

**4. PHA Rent Determination Policies**

[24 CFR Part 903.7 9 (d)]

## A. Public Housing

### (1) Income Based Rent Policies

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

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

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

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

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

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

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

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

- For the earned income of a previously unemployed household member  
 For increases in earned income  
 Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

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

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

e. Ceiling rents

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

- Yes for all developments
- Yes but only for some developments
- No. Are adopting Flat Rent Schedule

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

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

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

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

f. Rent re-determinations:

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

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)\_\_\_\_\_
- Other (list below):
  - 1. Anytime the family composition changes.
  - 2. Residents may report decreases in income.

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

**(2) Flat Rents**

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

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below):
  - 80% of FMRs for the area.

**A. Section 8 Tenant-Based Assistance: N/A**

**(1) Payment Standards**

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

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

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

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

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

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

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

- Annually
- Other (list below)

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

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

## **2) Minimum Rent**

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

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

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

## **5. Operations and Management**

[24 CFR Part 903.7 9 (e)]

### **A. PHA Management Structure**

(select one)

- An organization chart showing the PHA's management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows: **The Authority is in default of its ACC and is currently under HUD contract management as a troubled housing authority. The Contractor has provided an Interim Executive Director, Board Representative, and Secretary and will provide extensive technical assistance and training to staff. Remaining staff are as follows: Administration (four staff) – Administrative Assistant, two (2) Housing Managers, Accountant/Bookkeeper, Maintenance (7 staff) – Maintenance Supervisor, two Maintenance Repairmen II, two Maintenance Repairmen I, Laborer, Maintenance Clerk.**

### **B. HUD Programs Under PHA Management**

<b>Program Name</b>	<b>Units or Families Served at Year Beginning</b>	<b>Expected Turnover</b>
Public Housing	196	30
Section 8 Vouchers	N/A	N/A
Section 8 Certificates	N/A	N/A
Section 8 Mod Rehab	N/A	N/A
Special Purpose Section 8 Certificates/Vouchers (list individually)	N/A	N/A
Public Housing Drug Elimination Program (PHDEP)	196	0
Other Federal Programs(list individually)	N/A	N/A

### **C. Management and Maintenance Policies**

(1) Public Housing Maintenance and Management:

- Admissions and Continued Occupancy Policy (ACOP)
- Grievance Procedures
- Tenant Selection and Assignment Plan (Included in ACOP)
- Rent Collection Policy
- Community Service Plan (Included in ACOP)
- Termination and Eviction Policy (Included in ACOP)
- Transfer and Transfer Waiting Policy (Included in ACOP)
- Deconcentration and Income Targeting Policy (Included in ACOP)
- Dwelling Lease
- Maintenance Plan and procedures (Being developed)

(2) Section 8 Management: (list below) **N/A**

## **6. PHA Grievance Procedures**

[24 CFR Part 903.7 9 (f)]

### **A. Public Housing**

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

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

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

### **B. Section 8 Tenant-Based Assistance: N/A**

1.  Yes  No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

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

- PHA main administrative office  
 Other (list below)

## **7. Capital Improvement Needs**

[24 CFR Part 903.7 9 (g)]

### A. Capital Fund Activities

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

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name) **Attachment LA092-B**

-or-

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

**(2) Optional 5-Year Action Plan**

- a.  Yes  No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)
- b. If yes to question a, select one:
- The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name)
- or-
- The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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

- Yes  No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
- b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)
1. Development name:
  2. Development (project) number:
  3. Status of grant: (select the statement that best describes the current status)
    - Revitalization Plan under development
    - Revitalization Plan submitted, pending approval
    - Revitalization Plan approved
    - Activities pursuant to an approved Revitalization Plan underway
- Yes  No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name/s below:
- Yes  No: d) Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year?  
If yes, list developments or activities below:
- Yes  No: e) Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement?

If yes, list developments or activities below:

**8. Demolition and Disposition**

[24 CFR Part 903.7 9 (h)]

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

2. Activity Description:

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

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Central and Convent
1b. Development (project) number: LA 92-3 and LA 92-4
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input checked="" type="checkbox"/>
4. Date application approved, submitted, or planned for submission
5. Number of units affected: 60
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development(s)
7. Timeline for activity: a. Actual or projected start date of activity: FY2003 b. Projected end date of activity: FY2003

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

[24 CFR Part 903.7 9 (i)]

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

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

<b>Designation of Public Housing Activity Description</b>
1a. Development name: 1b. Development (project) number:
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA’s Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

## **10. Conversion of Public Housing to Tenant-Based Assistance**

[24 CFR Part 903.7 9 (j)]

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

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

2. Activity Description: N/A

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

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

submitted or approved:

- Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: )
- Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: )
- Requirements no longer applicable: vacancy rates are less than 10 percent
- Requirements no longer applicable: site now has less than 300 units
- Other: (describe below)

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

Pursuant to the *Final Rule* published in the June 22, 2001 *Federal Register* on *Voluntary Conversion of Developments from Public Housing Stock: Required Initial Assessments*, Saint James Parish Housing Authority (SJPHA) conducted an initial assessment of its six (6) general occupancy developments. Based on this initial assessment, the following information is offered for inclusion into the Authority's FY 2002 PHA Plan.

- SJPHA's entire inventory of low-rent public housing units located in six (6) general occupancy developments are subject to required Initial Assessment. These developments are as follows:

▪ Oscar Brooks	LA092-1	76 units
▪ Central	LA092-3	36 units
▪ Convent	LA092-4	30 units
▪ Vacherie	LA092-5	72 units
▪ Baytree	LA092-8	44 units
▪ St. James/Hymel	LA092-6	60 units
- Initial assessments were conducted for all six (6) developments.
- Based on these initial assessments, SJPHA determined that none of the six (6) general occupancy developments are appropriate for conversion under Section 22 (b)(2).

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

## **11. Homeownership Programs Administered by the PHA**

[24 CFR Part 903.7 9 (k)]

### **A. Public Housing**

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

2. Activity Description: N/A

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

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

**B. Section 8 Tenant Based Assistance: N/A**

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

2. Program Description:

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

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

If yes, list criteria below:

**12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (l)]

**A. PHA Coordination with the Welfare (TANF) Agency**

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed?

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

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

**B. Services and programs offered to residents and participants**

**(1) General**

a. Self-Sufficiency Policies

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

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

b. Economic and Social self-sufficiency programs

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

1

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
St. James Parish School Board	15	Specific	PHA Main Office	PH residents
LSU Extension Services	10	Specific	PHA Main Office	PH residents
South University Extension Serv.	10	Specific	PHA Main Office	PH residents
Girl Scouts/Boy Scouts	15	Specific	PHA Main Office	PH residents
Office of Women's Services	10	Specific	PHA Main Office	PH residents
Department of Human Services	10	Specific	PHA Main Office	PH residents
Community Resource Center	10	Specific	PHA Main Office	PH residents

**(2) Family Self Sufficiency programs: N/A**

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2000 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing		
Section 8		

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

**C. Welfare Benefit Reductions**

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies.
  - Informing residents of new policy on admission and reexamination.
  - Actively notifying residents of new policy at times in addition to admission and reexamination.
  - Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

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

See Attachment LA092-C (ACOP)

**13. PHA Safety and Crime Prevention Measures**

[24 CFR Part 903.7 9 (m)]

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

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

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

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

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

**All sites: St. James, Vacherie, Central, Convent, Baytree, Brooks**

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

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

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

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

**All sites: St. James, Vacherie, Central, Convent, Baytree, Brooks**

**C. Coordination between PHA and the police**

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

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

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

**All sites: St. James, Vacherie, Central, Convent, Baytree, Brooks**

**D. Additional information as required by PHDEP/PHDEP Plan**

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

## **14. RESERVED FOR PET POLICY**

[24 CFR Part 903.7 9 (n)]

See Attachment LA092-F

## **15. Civil Rights Certifications**

[24 CFR Part 903.7 9 (o)]

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

## **16. Fiscal Audit**

[24 CFR Part 903.7 9 (p)]

1.  Yes  No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?  
(If no, skip to component 17.)
2.  Yes  No: Was the most recent fiscal audit submitted to HUD? (09/30/2000)
3.  Yes  No: Were there any findings as the result of that audit?
4.  Yes  No: If there were any findings, do any remain unresolved?  
If yes, how many unresolved findings remain? 9
5.  Yes  No: Have responses to any unresolved findings been submitted to HUD? Response submitted 10/2001.  
If not, when are they due (state below)?

## **17. PHA Asset Management**

[24 CFR Part 903.7 9 (q)]

1.  Yes  No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan? Five-Year Capital Needs Assessment completed.
2. What types of asset management activities will the PHA undertake? (select all that apply)
  - Not applicable
  - Private management
  - Development-based accounting
  - Comprehensive stock assessment
  - Other: (list below): **Undetermined at the present time. Review and analysis in process.**

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

## **18. Other Information**

[24 CFR Part 903.7 9 (r)]

### **A. Resident Advisory Board Recommendations**

1.  Yes  No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?: **Over the past several months, the Authority has actively promoted the establishment of an agency-wide Resident Council so that this organization could function as SJPHA's Resident Advisory Board (RAB). All attempts failed, so on October 23, 2001, the Authority sent letters to all residents currently in occupancy appointing them as RAB members. No comments were received as a result of this letter, nor were any comments received at the Public Hearing held on Tuesday, November 27, 2001.**
2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)
- Attached at Attachment (File name)
- Provided below:
3. In what manner did the PHA address those comments? (select all that apply)
- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments  
List changes below:
- Other: (list below)

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

1.  Yes  No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)
2.  Yes  No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.): **Currently Board Representative is a HUD contractor. When Board is re-established, the Resident Commissioner will be selected per Section 2(b) of the U.S. Housing Act of 1937.**

3. Description of Resident Election Process: **N/A**

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

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

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
- Representatives of all PHA resident and assisted family organizations
- Other (list): **See above, Board is currently HUD contractor.**

**C. Statement of Consistency with the Consolidated Plan**

1. Consolidated Plan jurisdiction: (**State of Louisiana**)

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

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
  - Increase the supply of decent, safe and sanitary rental housing that is affordable for low, very low and moderate income families. The shortage of affordable, decent, safe and sanitary units available for rent in rural areas is a major concern listed in the State of Louisiana Consolidated Plan. The PHA activity consistent with this initiative is reducing the number of PHA vacancies.
  - Rehabilitate substandard housing occupied by low and very low income families. The PHA activity consistent with this initiative is modernizing and rehabilitating the existing PHA housing stock.

Other: (list below)

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

- Preservation and rehabilitation of the Parish's existing housing stock primarily for extremely low, very low, and low-income families.
- Expansion of economic opportunities in the Parish, particularly for lower income residents.
- Continued encouragement and support of non-profit organizations in seeking additional funding sources and continued assistance in obtaining such funding whenever possible.

**D. Other Information Required by HUD**

**19. Definition of “Substantial Deviation” and Significant Amendment or Modification**

[1903.7(r)]:

This Housing Agency defines “substantial deviation” and “significant amendment or modification” as discretionary changes in its plans or policies which fundamentally alter the mission, goals or objectives of the Agency and which require formal approval by the Board of Commissioners.

## **Attachments**

### **Implementation of the Public Housing Resident Community Service Requirements**

The Saint James Housing authority has made revisions to its Admissions and Continued Occupancy Policy (ACOP) to incorporate requirements for the Community Service program in accordance with section 12(c) of the U.S. Housing Act of 1937 and 24 CFR Part 960, Subpart F as issued as part of the “Changes to Admission and Occupancy Requirements in the Public Housing and Section 8 Housing Assistance Programs; Final Rule” in March 29,2000, *Federal Register*. These changes are reflected in the ACOP which is an attachment to this Plan

**Attachment LA092-A**

**DECONCENTRATION AND INCOME TARGETING POLICY  
FOR  
ST. JAMES PARISH HOUSING AUTHORITY  
LUTCHER, LOUISIANA**

**Component 3, (6) Deconcentration and Income Mixing**

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>Deconcentration Policy for Covered Developments</b>			
<b>Development Name:</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]</b>	<b>Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]</b>

**DECONCENTRATION AND INCOME TARGETING POLICY**  
*(of the Public Housing Admissions and Continued Occupancy Policy)*

Sub-Title A, Section 513 of the **Quality Housing and Work Responsibility Act of 1998 (QHWRA)**, establishes two interrelated requirements for implementation by Public Housing Authorities: (1) Economic Deconcentration of public housing developments and (2) Income Targeting to assure that families in the “extremely low” income category are proportionately represented in public housing and that pockets of poverty are reduced or eliminated. Under the deconcentration requirement, PHAs are to implement a program which provides that families with lowest incomes will be offered units in housing developments where family incomes are the highest and high-income families will be offered units in developments where family incomes are the lowest. In order to implement these new requirements the PHA must promote these provisions as policies and revise their Admission and Continued Occupancy policies and procedures to comply.

Therefore, the St. James Parrish Housing Authority (herein referred to as PHA) hereby affirms its commitment to implementation of the two requirements by adopting the following policies:

A. Economic Deconcentration:

Admission and Occupancy policies are revised to include the PHA’s policy of promoting economic deconcentration of its housing developments by offering low-income families, selected in accordance with applicable preferences and priorities, units in developments where family incomes are highest. Conversely, families with higher incomes will be offered units in developments with the lowest average family incomes.

Implementation of this program will require the PHA to: (1) determine and compare the relative tenant incomes of each development and the incomes of families in the census tracts in which the developments are located, and (2) consider what policies, measures or incentives are necessary to bring high-income families into low-income developments (or into developments in low-income census tracts) and low-income families into high-income developments (or into developments in high-income census tracts).

In addition, an assessment of the average family income for each development is necessary. Families will be provided with an explanation of the policy during the application/screening process and/or the occupancy orientation sessions and given opportunities to discuss the options available to them. The families will also be

informed that should they choose not to accept the first unit offered under this system, their refusal will not be cause to drop their name to the bottom of the list.

Implementation may include one or more of the following options:

- Skipping families on the waiting list based on income;
- Establishing preferences for working families;
- Establish preferences for families in job training programs;
- Establish preferences for families in education or training programs;
- Marketing campaign geared toward targeting income groups for specific developments;
- Additional supportive services;
- Additional amenities for all units;
- Ceiling rents;
- Flat rents for developments and unit sizes;
- Different tenant rent percentages per development;
- Different tenant rent percentages per bedroom size;
- Saturday and evening office hours;
- Security Deposit waivers;
- Revised transfer policies;
- Site-based waiting lists;
- Mass Media advertising/Public service announcements; and
- Giveaways.

#### A. Income Targeting

As public housing dwelling units become available for occupancy, responsible PHA employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998, the PHA encourages occupancy of its developments by a broad range of families with incomes up to eighty percent (80%) of the median income for the jurisdiction in which the PHA operates. At a minimum, forty percent (40%) of all new admissions to public housing **on an annual basis** will be families with incomes at or below thirty percent (30%) (extremely low-income) of the area median income. The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, disability or familial status.

The PHA may employ a system of income ranges in order to maintain a public housing resident body composed of families with a range of incomes and rent paying abilities representative of the range of incomes among low-income families in the PHA's area of operation, and will take into account the average rent that should be received to maintain financial solvency. The selection

procedures are designed so that selection of new public housing residents will bring the actual distribution of rents closer to the projected distribution of rents.

In order to implement the income targeting program, the following policy is adopted:

- The PHA may select, based on date and time of application and preferences, two (2) families in the extremely low-income category and two (2) families from the lower/very low-income category alternately until the forty percent (40%) admission requirement of extremely low-income families is achieved (2 plus 2 policy).
- After the minimum level is reached, all selections may be made based solely on date, time and preferences. Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their placement on the waiting list.
- To the maximum extent possible, the offers will also be made to effect the PHA's policy of economic deconcentration.

For the initial year of implementation, a pro-rated percentage of the new admissions will be calculated from April 1, 1999 through the end of the fiscal year. Following the initial implementation period, the forty percent (40%) requirement will be calculated based on new admissions for the fiscal year.

**Attachment LA092-B**

**CAPITAL FUND PROGRAM BUDGET (FY 2002, 2001, 2000, 1999)  
CAPITAL FUND PROGRAM FIVE-YEAR ACTION PLAN (FY 2002)  
FOR  
SAINT JAMES PARISH HOUSING AUTHORITY  
LUTCHER, LOUISIANA**

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Saint James Parish Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48PO9250102 Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> 2002	
<input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	12,761.00		0.00	0.00
4	1410 Administration	62,487.00		0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	35,000.00		0.00	0.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	342,625.00		0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	160,000.00		0.00	0.00
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	12,000.00		0.00	0.00
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

<b>PHA Name:</b> Saint James Parish Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA48PO9250102 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2002
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**Original Annual Statement**    **Reserve for Disasters/ Emergencies**    **Revised Annual Statement (revision no: )**  
 **Performance and Evaluation Report for Period Ending:**    **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
21	Amount of Annual Grant: (sum of lines 2 – 20)	624,873.00		0.00	0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: Saint James Parish Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48PO9250102 Replacement Housing Factor Grant No:				<b>Federal FY of Grant: 2002</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
LA 92 – All	Management Improvements-Salaries and Benefits: Resident Programs/Special Projects (90%)	1408	N/A	12,761.00		0.00	0.00	
LA 92 – All	Administration-Salaries and Benefits: Modernization/Procurement Supervisor, \$34,849 (75%); Executive Director, \$20,365 (27%); Accounting Clerk, \$7,273 (27%)	1410	N/A	62,487.00		0.00	0.00	
LA 92 – All	Architecture and Engineering services	1430	N/A	35,000.00		0.00	0.00	
LA 92 – All	Modernization work and vacancy reduction including site lighting	1460	15 units	537,625.00		0.00	0.00	
LA 92 – All	Rehabilitation of SJPHA administrative office structure and new construction of St. James/Hymel Community Center	1470	N/A	160,000.00		0.00	0.00	
LA 92 – All	Relocation of residents into rehabilitated units.	1495.1	24 families	12,000.00		0.00	0.00	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

PHA Name: Saint James Parish Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No: LA 48PO9250102 Replacement Housing Factor No:				<b>Federal FY of Grant: 2002</b>	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
LA 92 – All (1408)	9/30/02			9/30/03			
LA 92 – All (1410)	9/30/02			9/30/03			
LA 92 – All (1430)	3/31/02			12/31/02			
LA 92 – All (1460)	06/30/02			03/31/03			
LA 92 – All (1470)	9/30/02			3/31/03			
LA 92 – All (1495.1)	3/31/03			3/31/03			

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name: Saint James Parish Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48P09250101 Replacement Housing Factor Grant No:			<b>Federal FY of Grant: 2001</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input checked="" type="checkbox"/> <b>Revised Annual Statement (revision no: 1)</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 06/30/01</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	12,154.00	---	0.00	0.00
4	1410 Administration	62,054.00	---	0.00	0.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	538,655.00	---	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

<b>PHA Name: Saint James Parish Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48P09250101 Replacement Housing Factor Grant No:	<b>Federal FY of Grant: 2001</b>
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 06/30/01  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
17	1495.1 Relocation Costs	12,000.00	---	0.00	0.00
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	624,873.00	---	0.00	0.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

PHA Name: Saint James Parish Housing Authority		Grant Type and Number Capital Fund Program Grant No: LA 48P09250101 Replacement Housing Factor Grant No:				Federal FY of Grant: 2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
LA 92 – All	Management improvements – Salaries and Benefits: Resident Programs/Special Projects (30%)	1408	N/A	12,154.00	---	0.00	0.00	
LA 92 – All	Purchase and install mailboxes at all sites	1408	318	0.00	12,154.00	0.00	0.00	
LA 92 – All	Administration- Salaries and Benefits: Modernization/Procurement Supervisor, \$34,436(75%) Executive director, \$20,000 (27%); Accounting Clerk \$7,273 (27%)	1410		62,064.00	---	0.00	0.00	
LA 92 – All	Modernization and vacancy reduction	1460	16 units	538,655.00	---	0.00	0.00	
LA 92 – All	Relocation of families into modernized units.	1495.1	24 families	12,000.00	---	0.00	0.00	

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part III: Implementation Schedule</b>							
<b>PHA Name:</b> Saint James Parish Housing Authority			<b>Grant Type and Number</b> Capital Fund Program No: LA 48P09250101 Replacement Housing Factor No:			<b>Federal FY of Grant:</b> 2001	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
LA 92 – All (1408)	12/31/01	6/30/02		12/31/02	---		Work item revised, original work eliminated.
LA 92 – All (1410)	12/31/01	3/31/02		12/31/02	3/31/03		New staff to be hired 12/31/01.
LA 92 – All (1460)	3/31/02	6/30/02		12/31/02	---		New strategy for completing modernization and vacancy reduction work requires additional time.
LA 92 – All (1495.1)	6/30/02	12/31/02		12/31/02	---		Families to be relocated after completion of modernization/vacancy reduction work.

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Saint James Parish Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48P09250100 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> <b>2000</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input checked="" type="checkbox"/> <b>Revised Annual Statement (revision no: 2)</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 03/2000</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original*	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	120,982.00	120,982.00	120,982.00	120,982.00
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	691,536.00	691,536.00	0.00	0.00
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs	12,000.00	12,000.00	0.00	0.00
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

<b>PHA Name:</b> Saint James Parish Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48P09250100 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2000</b>
---	---	--

Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 2)  
 Performance and Evaluation Report for Period Ending: 03/2000  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original*	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	824,518.00	824,518.00	120,982.00	120,982.00
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

*\*Note: Based on Revision 1 previous submitted*

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
Part II: Supporting Pages**

PHA Name: Saint James Parish Housing Authority		Grant Type and Number Capital Fund Program Grant No: LA 48P09250100 Replacement Housing Factor Grant No:				Federal FY of Grant: 2000		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original*	Revised	Funds Obligated	Funds Expended	
LA 92 – All	Operations	1406		120,982.00	---	120,982.00	120,982.00	Completed
LA 92 – All	Roof repair and replacement	1460	100 units	300,000.00	107,000.00	0.00	0.00	On-going
LA 92 – All	Modernization work and vacancy reduction	1460	35 units	391,536.00	494,536.00	0.00	0.00	On-going
LA 92 – All	Purchase and install security screen doors	1460	252 units	0.00	30,000.00	0.00	0.00	Work item moved forward from earlier year
LA 92 – All	Exterior in-fill panels and graffiti removal	1460	76 units	0.00	60,000.00	0.00	0.00	To begin calendar year 2002
LA 92 – All	Relocation of families into modernized units.	1495.1	24 families	12,000.00	---	0.00	0.00	To begin calendar year 2002

*\*Note: Based on Revision 1 previously submitted.*

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part III: Implementation Schedule**

PHA Name: Saint James Parish Housing Authority		Grant Type and Number Capital Fund Program No: LA 48P09250100 Replacement Housing Factor No:				Federal FY of Grant: 2000	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
LA 92 – All (1406)	12/31/01	---		12/31/01	---		NA
LA 92 – All (1460)	3/31/02	---		12/31/02	---		NA
LA 92 – All (1495.1)	12/31/01	12/31/02		12/31/02	---		Families will be relocated after modernization/vacancy reduction work

**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> Saint James Parish Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48P09270799 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b> 1999
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input checked="" type="checkbox"/> <b>Revised Annual Statement (revision no: 4)</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 03/2000</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements				
4	1410 Administration	50,000.00	22,874.29	22,874.29	22,874.29
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	4,410.64	4,410.64	4,410.64	4,410.64
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	526,467.36	553,593.07	360,593.07	323,912.80
11	1465.1 Dwelling Equipment—Nonexpendable	21,987.00	21,987.00	21,987.00	21,987.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	55,000.00	55,000.00	55,000.00	44,093.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

<b>PHA Name:</b> Saint James Parish Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: LA 48P09270799 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 1999
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 4)  
 Performance and Evaluation Report for Period Ending: 03/2000  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	657,865.00	657,865.00	464,865.00	417,277.73
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report  
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)  
Part II: Supporting Pages**

PHA Name: Saint James Parish Housing Authority		Grant Type and Number Capital Fund Program Grant No: LA 48P09270799 Replacement Housing Factor Grant No:			Federal FY of Grant: 1999			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original*	Revised	Funds Obligated	Funds Expended	
LA 92 – All	Administrative salaries and benefits	1410		50,000.00	22,874.29	22,874.29	22,874.29	On-going
LA 92 – All	Fees and Costs: A/E for modernization work	1430		50,000.00	4,410.64	4,410.64	4,410.64	Complete
LA 92 – All	Security screen doors	1460	252 units	70,000.00	42,125.71	42,125.71	11,477.76	On-going
LA 92 – All	Modernization work and vacancy reduction	1460	35 units	109,139.32	31,139.32	31,139.32	25,107.00	On-going
LA 92 – All	Modernization work at Saint James/ Hymel and vacancy reduction	1460	18 units	287,328.04	287,328.04	287,328.04	287,328.04	Complete
LA 92 – 1	Replacement of exterior in-fill panels and graffiti removal	1460	76 units	60,000.00	0.00	0.00	0.00	To begin FY 2002
LA 92 – All	Replace roofs	1460	30 buildings	0.00	193,000.00	0.00	0.00	To begin 12/2001
LA 92 – All	Stoves and refrigerators	1465.1	44	21,987.00	21,987.00	21,987.00	21,987.00	Complete
LA 92 – All	Purchase two maintenance vehicles	1475	2	55,000.00	55,000.00	55,000.00	44,093.00	On-going

*\*Note: Original figures based on Revision 3 previously submitted.*

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part III: Implementation Schedule**

<b>PHA Name:</b> Saint James Parish Housing Authority		<b>Grant Type and Number</b> Capital Fund Program No: LA 48P09270799 Replacement Housing Factor No:				<b>Federal FY of Grant:</b> 1999	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original*	Revised	Actual	Original*	Revised	Actual	
LA 92 – All (1410)	9/30/01	---		12/31/01	---		NA
LA 92 – All (1430)	9/30/01	---		09/30/01	---		NA
LA 92 – All (1460)	09/30/00	3/31/02		12/31/01	6/30/02		Revision of work plan to provide roof replacement needed as pre-requisite to vacancy reduction and modernization work
LA 92 – All (1465)	09/30/00	---		12/31/01	---		NA
LA 92 – All (1475)	6/30/01	---		12/31/01	---		NA

*\*Note: Original based on Revision 3 previously submitted.*

**Capital Fund Program Five-Year Action Plan:  
Part I: Summary**

PHA Name: Saint James Parish Housing Authority					<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA- Wide	Year 1	Work Statement for Year 2 FFY Grant: 2003 PHA FY: 2003	Work Statement for Year 3 FFY Grant: 2004 PHA FY: 2004	Work Statement for Year 4 FFY Grant: 2005 PHA FY: 2005	Work Statement for Year 5 FFY Grant: 2006 PHA FY: 2006	
LA 92 – All	Annual Statement	\$624,873	\$624,873	\$624,873	\$624,873	
CFP Funds Listed for 5-year planning		\$624,873	\$624,873	\$624,873	\$624,873	
Replacement Housing Factor Funds						

<b>Capital Fund Program Five-Year Action Plan: Part II: Supporting Pages—Work Activities</b>						
Activities for Year 1	Activities for Year : <u>2</u> FFY Grant: 2003 PHA FY: 2003			Activities for Year: <u>3</u> FFY Grant: 2004 PHA FY: 2004		
	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
<b>See</b>	LA 92 – All	Management Improvements (1408)	\$13,399	LA 92 – All	Management Improvements (1408)	\$14,068
<b>Annual</b>	LA 92 – All	Administration (1410)	\$62,487	LA 92 – All	Administration (1410)	\$62,487
<b>Statement</b>	LA 92 – All	A/E Services (1430)	\$35,000	LA 92 – All	Modernization and Vacancy Reduction (1460)	\$538,318
	LA 92 – All	Modernization and Vacancy reduction (1460)	\$548,987	LA 92 – All	Relocation (1495.1)	\$10,000
<b>Total CFP Estimated Cost</b>			\$624,873			\$624,873

**Capital Fund Program Five-Year Action Plan:  
Part II: Supporting Pages—Work Activities**

Activities for Year : <u>  4  </u> FFY Grant: 2005 PHA FY: 2005			Activities for Year: <u>  5  </u> FFY Grant: 2006 PHA FY: 2006		
<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>	<b>Development Name/Number</b>	<b>Major Work Categories</b>	<b>Estimated Cost</b>
LA 92 – All	Management Improvements (1408)	\$14,771	LA 92 – All	Management Improvements (1408)	\$15,510
LA 92 – All	Administration (1410)	\$62,487	LA 92 – All	Administration (1410)	\$62,487
LA 92 – All	Modernization and Vacancy Reduction (1460)	\$507,615	LA 92 – All	Modernization and Vacancy Reduction (1460)	\$536,876
LA 92 – All	Stoves, refrigerators and appliances (1465.1)	\$40,000	LA 92 – All	Relocation (1495.1)	\$10,000
<b>Total CFP Estimated Cost</b>		\$624,873			\$624,873



ST. JAMES PARISH HOUSING AUTHORITY  
2627 KING AVENUE  
LUTCHER, LA 70071

ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY



*Adopted:* November 27, 2001

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## POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

### **XIV. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY**

It is the intent of the St. James Parish Housing Authority (hereinafter referred to as SJPHA or the Authority) to provide safe, decent housing for eligible lower income tenants and families and to promote self-sufficiency and economic independence. SJPHA will not discriminate because of race, color, gender, sexual preference, religion, age, disability, ancestry, national origin, marital, familial status or lawful source of income in the leasing, rental, or other disposition of housing or related facilities (including property) included in any housing development(s) under its jurisdiction covered by a contract for annual contribution under the United States Housing Act of 1937, as amended or with the State of Louisiana or in the use or occupancy thereof.

It is the policy of SJPHA to comply fully with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968, amended by the Community Development Act of 1974, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disability Act, and any other legislation protecting the individual rights of tenants, applicants, or staff, which may subsequently be enacted.

The Authority shall not automatically deny admission to any particular group or category of otherwise eligible families nor will any criteria be applied, or information be considered, pertaining to attributes or behavior that may be imputed by some to a particular group or category. All criteria applied and information considered in administering this policy shall relate solely to the attributes and behavior of the individual members of the household.

It is also the policy of SJPHA to guard the privacy of individuals in accordance with the Privacy Act of 1974, and to ensure the protection of individuals' records maintained by SJPHA. Therefore, the Authority shall not disclose any personal information (including, but not limited to information on any disability) contained in its records to any person or agency unless the individual about whom the information is requested gives written consent to such disclosure, or as required by law. This privacy policy in no way limits SJPHA's ability to collect such information as it may need to determine eligibility, compute rent, or determine the applicant's suitability for tenancy.

SJPHA is committed to identifying and eliminating situations which create barriers to equal housing for all. In accordance with the Americans with Disability Act and Section 504 of the Rehabilitation Act of 1973, as amended, SJPHA will make such procedural, administrative, locational, or physical changes as will reasonably accommodate persons with disabilities and which do not impose an unreasonable burden either administratively or financially on the Authority.

## II. ELIGIBILITY FOR ADMISSION

### A. Eligibility Criteria

It is the policy of SJPHA to admit only eligible applicant families according to the following criteria:

1. Those who qualify as a family, single person, elderly person, near-elderly person, displaced person or remaining adult member of a tenant family (see Appendix C-Glossary of Terms).
2. *Annual Income.* Those families whose annual income at the time of admission does not exceed the income limits or guidelines as prescribed by HUD for federally-assisted housing. A copy of the most current income limits or guidelines shall be conspicuously posted at SJPHA locations.
3. Members age 6 or older have been issued a Social Security Number (SSN) and have disclosed it to the satisfaction of SJPHA. Where a SSN has not been assigned, certification to that effect must be executed.
4. Members are U.S. Citizens or noncitizens who have eligible immigration status.
5. Household composition is appropriate for the housing types and unit sizes available in SJPHA developments in accordance with the occupancy standards outlined herein (for definition of housing type, see Appendix C - Glossary of Terms).
6. Those who do not maintain another residence in addition to a SJPHA unit.
7. Members have not committed fraud in connection with any Federal Housing Assistance program.
8. Members have not been evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug-related criminal activity for a three-year period beginning the date of the eviction.
9. Members who have not been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of a federally assisted housing project.
10. Those families who do not include any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
11. Those who meet or exceed the tenant selection criteria outlined in this Policy.

B. Ineligibility Because of Prior Drug-Related Activity

12. Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Pursuant to federal law, persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing at SJPHA for a three-year period beginning on the date of such an eviction.
13. SJPHA may waive at its sole discretion this restriction if the applicant can demonstrate to the satisfaction of SJPHA that:
  - a. the person successfully completed a rehabilitation program approved by SJPHA; or
  - b. the circumstance(s) leading to the eviction no longer exists. For example, the person involved in drugs and responsible for the eviction is no longer part of the household; and
  - c. the person is committed to being drug-free and not participating in drug-related criminal activity as evidenced by executing an addendum imposing reasonable additional lease restrictions such as enrollment in a local drug rehabilitation approved by SJPHA as may be deemed necessary by SJPHA to guarantee the health, safety and welfare of other residents.
1. Applicants are denied admission for life who have been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of a public housing project. Premises is defined as the building or complex in which the dwelling is located, including common areas and grounds.

C. Screening Out Illegal Drug Users and Alcohol Abusers

2. SJPHA will prohibit the admission to public housing of any person who it determines is illegally using a controlled substance.
3. SJPHA will also prohibit admitting any person to public housing in cases where SJPHA determines that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
4. SJPHA may at its sole discretion waive the policies prohibiting admission in these circumstances if the person demonstrates to the satisfaction of SJPHA that:

- a. the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol, and
- b. has successfully completed a supervised drug or alcohol rehabilitation program;
- c. has otherwise been rehabilitated successfully; or
- d. is participating in a supervised drug or alcohol rehabilitation program, as verified by an authority from such program.

D. Eligibility Restrictions Regarding Noncitizens

1. As required by HUD (24 CFR 5 subpart E), eligibility for assistance or continued assistance under a Section 214 program, such as public housing, is contingent upon a family's submission of documentation either declaring U.S. citizenship or eligible immigration status. SJPHA will require both current tenants and applicants to submit the required citizenship or eligible immigration documentation for every household member in order to receive or continue to receive housing assistance. Documentation will be required of all new admissions at the time an application is processed by the Authority. Any current tenant who has not already provided documentation will be required to document citizenship or immigration status at the next reexamination. It is necessary to provide this information only one time for each family member during continued occupancy at SJPHA. Whenever a new family member is added, documentation must be provided before the new member can be added to the lease.
2. *Proof of citizenship will take the following form:*
  - a. For families claiming U.S. citizenship, each applicant or tenant family member will sign the citizenship declaration form and present appropriate documentation (such as U.S. passport, resident alien card, or other appropriate documentation), which will become a permanent part of the tenant file. Adults will be required to sign on behalf of all children under the age of eighteen years.
  - b. Noncitizens age 62 years or older who are current tenants or applicants will be required to sign a declaration of eligible immigration status and proof of age.
  - c. Tenants and applicants who are noncitizens declaring eligible immigration status must:
    - (i) sign a declaration of eligible immigration status;

- (ii) documents, such as Alien Registration Receipt Card, Arrival/Departure Record, Temporary Resident Card, Immigration and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above; and
  - (iii) sign a verification consent form.
- 3. SJPHA has the right to deny, terminate or adjust housing assistance if members of any household are found to be noncitizens with ineligible immigration status; however, this determination will not take place until all appeals requested have been exercised by the household. SJPHA may grant time extensions to provide appropriate information, provided that the household shows a diligent effort in obtaining immigration status documents.
- 4. SJPHA may not make assistance available to a family submitting an application until at least the eligibility of one family member has been established, and assistance must be prorated based on the number of individuals in the family for whom eligibility has been affirmatively established.
- 5. SJPHA may not delay, deny, reduce or terminate eligibility of an individual for assistance on the basis of the immigration status of the individual. The family will not be penalized for delays on the part of those entities which must verify eligible immigration status.
- 6. Continued assistance provided to an eligible mixed family after November 29, 1996 will be prorated based on the percentage of family members that are eligible for assistance.
- 7. SJPHA is required to suspend assistance to a family for a period of at least 24 months if it is determined that the family has knowingly permitted an ineligible individual to reside on a permanent basis in the family's unit. This provision does not apply if the ineligible individual has already been considered in calculating any proration of assistance for the family.
- 8. If SJPHA discovers that citizenship information provided is expired, fraudulent, or otherwise invalid, it will notify the family or individual of the results of these findings. The family or individual will then have 30 days from the date of the notification to file an appeal with the INS to correct the problem. The family or individual must provide the Authority a copy of the appeal request to the INS, which will become a permanent item in the tenant file. SJPHA can extend this 30-day appeal period at its sole discretion if good cause is found.
- 9. Any applicant or resident family affected by these provisions has the right to a formal appeal provided the family notifies SJPHA within 30 days of the action

or decision the family wishes to appeal. All appeals will be conducted in accordance with the provisions of SJPHA's Informal Review or Grievance Procedure, whichever is applicable.

10. In accordance with Federal rules, mixed families who were living in SJPHA's units as of June 19, 1995, are permitted to receive continued assistance provided that either the head of household or spouse have eligible immigration status and any ineligible family members are either the head, spouse, parents, or children of the head or spouse.
11. Families who were living in units operated by SJPHA as of June 19, 1995, but became ineligible for housing assistance because there are no family members with eligible immigration status may be given a temporary deferral of assistance to transfer to other housing at the discretion of the Authority. If the temporary assistance is provided, it will be offered in six month increments and never for longer than a total of 18 months. The maximum period for deferrals granted prior to November 29, 1996 will be three years.
12. Families that no longer qualify for housing assistance due to their citizenship status may apply for prorated assistance to decrease the level of housing assistance provided to the household based on the ratio of eligible and ineligible persons in the household.
13. Rental housing assistance is prohibited to noncitizen students and their families. None of the provisions of the rules related to prorated assistance, continued assistance, or temporary deferral of termination of assistance applies to noncitizen students. This prohibition does not include a citizen's spouse and their children.

E. Verification and Documentation of Eligibility

1. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time (not to exceed 30 days), subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by a SJPHA representative and documented, in writing, and placed in the applicant file.
2. Additional documentation that may be required in determining eligibility includes:
  - Temporary Assistance to Needy Families (TANF)
  - Child Care Verification
  - Credit References (History)

- Credit Bureau Reports
  - Employer's Verification
  - Landlord Verification
  - Social Security Benefits
  - Assets Verification
  - Bank Accounts: Checking Accounts-\$500 + Balance Savings Accounts - \$100 + Balance
3. *Marital Status*: If a marriage certificate is not available the following information is acceptable:
- Drivers License that displays the same address and last names.
  - Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
  - Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
4. *Personal References*: Personal references (not by family members or relatives) may be used when an applicant cannot produce prior rental history records or prior rental landlord information. Applicants must document in writing why rental history and/or landlord information is not available, i.e. living with relatives for past five years, incarcerated for past five years, etc.
5. *Separation*: means the ending of co-habitation by mutual agreement. If an applicant is divorced or separated and has children by that spouse, the applicant must provide at least one of the verifications listed below:
- A FINAL divorce decree (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced).
  - Receiving court-ordered child support from former spouse.
  - Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.
  - If applicant is receiving personal child support, the applicant can make arrangements to have the child support paid through the court system, either through the circuit clerks office, Department of Human Resources, or through a court referee.

- Receiving TANF (Temporary Assistance to Needy Families) through the Department of Human Resources for former spouse's children.
  - A notarized statement from a current landlord (not family) verifying that he/she knows that the applicant and spouse have not lived together for the last six (6) months or more.
  - Income tax statements from both the husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - A written statement from a lawyer that states the applicant has filed suit for divorce because of physical abuse; or
  - A written statement from an abuse shelter, law enforcement agency, or other social service agency that states the applicant needs housing due to physical abuse; or
  - Food stamp verification - If no other documentation is available.
6. If the applicant is divorced or separated from a person and has no children by that person, the applicant must provide at least one of the verifications listed below:
- a. A FINAL divorce decree (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced).
  - b. A notarized statement from a current landlord (not family) verifying that he/she knows that the applicant and spouse have not lived together for the last six (6) months or more.
  - c. Income tax statements from both the husband and wife indicating both filed income taxes separately the last year and that they filed from different addresses.
  - d. A written statement from a lawyer that states the applicant has filed suit for divorce because of physical abuse; or
  - e. A written statement from an abuse shelter, law enforcement agency, or other social service agency that states the applicant needs housing due to physical abuse.
  - f. Food Stamp Verification - If no other documentation is available.

7. Families are required to provide Social Security Numbers (SSN) for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:
- g. Submit SSN documentation; or
  - h. Sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or the next rent change.

Verification will be done through the provision of a valid Social Security card issued by the Social Security Administration.

- i. SJPHA will accept copies of the Social Security card only when it is necessary to verify by mail the continuing eligibility of participant families.
- j. If an applicant or tenant cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the Authority to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided.

These documents include:

- Drivers license, that displays the SSN
- Identification card issued by a Federal, State or local agency
- Identification card issued by an employer or trade union
- Identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099 or W-2 Form
- Benefit award letters from government agencies
- Medicaid Cards
- Unemployment benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of Social Security benefits with the Social Security Administration

- k. If the Authority verified Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.
- l. Employer Identification Number (EIN).

F. Special Eligibility Provisions Relating to Applicants Requiring a Live-In Aide

Some applicants and tenants who would not otherwise be able to fully discharge the responsibilities of tenancy may be able to do so with the assistance of a live-in aide residing in the unit. When an applicant or tenant can provide documentation to the satisfaction of the Authority that a live-in aide is required and available, the following provisions shall apply:

1. The live-in aide must submit information as requested and be reviewed by SJPHA staff for eligibility under applicable selection criteria listed below. If SJPHA determines an individual proposed as a live-in aide to be ineligible, the tenant or applicant may propose an alternate live-in aide for screening or may appeal SJPHA's determination as provided in the Informal Review Procedure (Appendix B).
2. *Unit Size Consideration.* The applicant or tenant and the live-in aide may each be allocated a separate bedroom.
3. The head of household is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the live-in aide may be cause for eviction of the household.
4. The live-in aide does not have rights to continue his/her occupancy as a remaining member of a household.

G. Tenant Selection Criteria

5. The applicant household must meet the Tenant Selection Criteria established by SJPHA to protect the rights and needs of the public housing communities for a decent, safe and livable environment. It is necessary to deny admission to public housing to those applicants whose habits and practices may be expected to have a detrimental effect on the tenants, the environment of the development or financial stability of the property.
6. *General Requirements.* The burden is on the applicant to demonstrate to the satisfaction of SJPHA that the applicant family is:

- a. Willing to reliably discharge the financial obligations of renting a unit;
  - b. Willing to maintain the unit in a healthy, safe and secure condition;
  - c. Willing to live peacefully with neighbors in a residential community;
  - d. Willing to accept and abide by the terms of the lease agreement, attachments, addenda and all house rules; and
  - e. Willing to provide the Authority with accurate and complete information on the application form or any other form or document required to determine initial eligibility, preference status, and continued occupancy for public housing. Failure or refusal to comply with this requirement or provision of falsified information is grounds for a determination of ineligibility and for termination of tenancy and eviction.
3. *Documentation.* The following information related to an applicant's potential future habits or practices will be used to determine if the applicant meets SJPHA's selection criteria:
- a. The applicant's acceptable past performance in meeting financial obligations, especially rent and utilities. Positive or neutral references from the current landlord and prior landlords from the past five years (or longer if needed to get a minimum of two prior landlords) and neutral or better credit reports, together may constitute adequate evidence that the applicant household meets this criteria.

In determining an applicant's ineligibility based on a previous history of non-payment of rent, the Authority will consider whether:

- The applicant was residing in a substandard unit and was withholding rent payments pending repairs in a manner consistent with local ordinances; or
  - The record of nonpayment or frequent late payment was due to the applicant being required to pay excessive rent relative to his/her income and the applicant demonstrated responsible efforts to resolve the nonpayment problem.
- b. The applicant, members of the applicant household, guests or visitors do not have a record of disturbance of neighbors or destruction of property. Acceptable landlord references, and police and court record reports showing that no household member, guest or visitor engages in these types of activities, together may constitute adequate evidence that the household meets this criteria.

- c. The applicant or members of the applicant household do not have a record of housekeeping practices which may adversely affect the health, safety or welfare of others, or cause damage to SJPHA property. Acceptable landlord references or satisfactory or better home visit rating may constitute adequate evidence that the household meets this criteria.
- d. The applicant or any member of the applicant household does not have a record of criminal activity or drug-related criminal activity on the part of any household member which would adversely affect the health, safety or right to peaceful enjoyment by others. This includes, but is not limited to, crimes of physical violence and violence to property. Court and police record reports showing that no household member has a record of such activity may constitute adequate evidence that the household meets these criteria. If the Authority uses the information to deny or terminate assistance, SJPHA must provide a copy of the information used.
- e. The applicant or any member of the applicant household is not a former tenant of a public housing authority, or a former participant in a Section 8 program who had a record of lease violations or whose tenancy was terminated by the Authority or private landlord. No previous tenant may be readmitted unless all previous amounts owed have been paid to a public housing authority; but payment of such debt does not necessarily entitle an applicant to eligibility under this section unless SJPHA has agreed in writing to grant eligibility upon payment of amounts due.
- f. The applicant is willing to accept and comply with the terms of the lease agreement and other related documents. Acceptable landlord references and a satisfactory or better home visit rating may constitute adequate evidence that the household meets this test.
- g. The applicant who is a first time head of household must demonstrate, to the satisfaction of SJPHA, the ability to live responsibly on his/her own. Indicators of ability may include, but are not limited to: the applicant's school attendance record, handling of finances (such as bill payment) and holding a job or other community responsibility (such as volunteer work).
- h. The applicant has not misrepresented or falsified any information related to eligibility, preference status, selection criteria or income and has provided all information requested and required by SJPHA. If at any time during the tenant selection process it is determined that the household has provided information which is false or misleading, or has failed to supply SJPHA with any information or documentation required, the applicant household will be considered to have failed this criteria.

- i. There is no reasonable cause to believe that any member of the applicant household has exhibited a pattern of illegal use of a controlled substance or a pattern of abuse of alcohol which interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents. Acceptable landlord references, personal references and court and police record reports showing that no household member has exhibited these patterns may constitute adequate evidence that the household meets this criteria.

In evaluating applicant families under this criteria, SJPHA may consider information which demonstrates to the satisfaction of the Authority that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- has successfully completed a supervised drug or alcohol rehabilitation program;
  - has otherwise been rehabilitated successfully; or
  - is participating in a supervised drug or alcohol rehabilitation program.
- j. There is no evidence relating to previous habits or practices which indicate that the applicant or any member of the applicant household would likely have a detrimental effect on the public housing community if admitted.
3. *Verification Procedures.* SJPHA may use the following procedures to verify if the applicant meets the tenant selection criteria:
    - a. *References from Landlords and Prior Landlords.* SJPHA will obtain references from current and prior landlords for the past five years (or longer if needed to get a minimum of two prior landlords), if any, and places great importance on the information obtained from these references as prior landlords have relationships with prospective tenants that are similar to the relationship to be established with SJPHA.

SJPHA will attempt to check court records for evidence of evictions or judgments against members of the household. References from landlords who are related by blood or marriage are generally considered to be insufficient. In addition, SJPHA may schedule and perform a home visit and/or attempt to interview the current housing provider and others who are familiar with the behavior and abilities of household members.

- b. *Home Visits.* SJPHA staff will perform a home visit for all applicants. The purpose of the Home Visit is to obtain information to be used in determining whether the applicant household meets certain of SJPHA's tenant selection criteria and will consider the following:

- (i) Condition of entrance ways, halls and yards.
- (ii) Cleanliness in each room used by the household, including rooms shared with other households, if applicable.
- (iii) General care of furniture, appliances, fixtures, windows, doors and cabinets.
- (iv) Evidence of destruction of property.
- (v) Evidence of unauthorized occupants.
- (vi) Evidence of criminal activity.
- (vii) Conditions inconsistent with the information supplied in any application or other document submitted by the household.

Applicants will be given at least two days' advance verbal notice of the home visit. If the results of the home visit indicate tenant-caused health or safety hazards, tenant-caused damages, or housekeeping practices leading to infestation by pests or other tenant-caused conditions or practices which would diminish the applicant's ability to meet SJPHA's lease obligations, the applicant household will be considered to have failed SJPHA's tenant selection criteria.

- c. *Police and Court Records Check.* SJPHA will obtain police and court records for all adult members of the applicant family for evidence of behavior which is relevant to the tenant selection criteria outlined herein.
  - d. *Credit Reports.* SJPHA may obtain credit reports on all adult family members to determine the household's history of meeting financial obligations, especially rent and utilities. Lack of credit history will not, in itself, cause an applicant to fail this criteria.
3. *Sources of Information.* Sources of information that SJPHA may use include but are not limited to:
- a. Members of the applicant household.
  - b. Present and prior landlords or housing providers.
  - c. Home visits.
  - d. Present and former neighbors.

- e. Present and former employers.
  - f. Personal references.
  - g. Credit bureaus.
  - h. Landlord Record services, where applicable;
  - i. Social workers, school officials, drug and alcohol treatment centers, clinics, health care providers and clergy, and guidance counselors;
  - j. Police departments, parole officers, court records; and
  - k. Department of Economic Security, Internal Revenue Service.
5. SJPHA staff will make the final determination of what constitutes adequate and credible information. If there are sufficient doubts with respect to the veracity, credibility, or reliability of any information received, SJPHA retains the right to pursue alternative sources of information until satisfied that the information received is the best available.
6. In the event that SJPHA receives adverse and unfavorable information regarding an applicant household, consideration will be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct and that certain undesirable behavior will not be repeated. In making this consideration, SJPHA shall consider all relevant circumstances including:
- a. the severity of the potentially disqualifying behavior or conduct;
  - b. the amount of time which has elapsed since the occurrence of such behavior or conduct;
  - c. the degree of danger, if any, to the health, safety, and security of others, to the security of the property of others or to the physical conditions of the housing development and its common areas if the behavior or conduct recurred;
  - d. the likelihood that the behavior or conduct in the future will be substantially improved.
8. Applicants who fail any of the tenant selection criteria will be sent a Notice of Rejection. These applicants will be considered ineligible for housing at SJPHA for a period of one (1) year from the Notice of Rejection and will be removed

from the waiting list. After the one year period, these applicants may reapply for housing, subject to all conditions outlined herein and provided the waiting list is open. See Appendix B for Informal Review Procedures.

9. The Authority shall maintain a record of all applicants determined ineligible for a period of three (3) years as a result of the failure to meet its Tenant Selection Criteria with an indication of the specific reason(s) for the determination of ineligibility.

### III. APPLICATION FOR ADMISSION

#### A. Application Processing

SJPHA will accept applications for admission to its public housing program at the office located at 2627 King Avenue when the waiting list is open, and only during publicly announced time periods during which all interested persons may apply for admission. Applications will be accepted at this office during the hours of 12:00 pm to 5:00 pm, Monday through Friday.

SJPHA maintains a separate waiting list for each of its six (6) public housing developments. These site-based waiting lists will be maintained centrally at the office located at 2627 King Avenue; however, application packets will be available at other site offices. Applicants will be able to select up to three (3) developments for placement on that site's waiting list. When an applicant's names reaches the top of any one of the three (3) chosen lists and they are determined eligible and pass SJPHA's tenant selection criteria, they will be made an offer of housing.

Individuals with documented disabilities that may prevent them from completing an application may contact the SJPHA to make special arrangements for completing the housing application. SJPHA will make reasonable accommodation to ensure all applicants have the opportunity to complete the housing application.

When the number of applicants who can be served within a reasonable period of time is reached, one or all of the waiting list(s) may be closed by unit size and/or housing type. Notice of opening and closing of the waiting list(s) shall be made in a newspaper of general circulation and announced by other suitable means.

#### B. Criteria for Placement on Waiting List(s)

An applicant will be assigned to the three (3) selected waiting list(s) according to the policies for public housing outlined below:

Applicants will be placed on the waiting lists by:

10. Unit size/type needed
11. Date and time of applications; and
12. Local preferences, if applicable.

Federal regulations no longer give preference to elderly, disabled, or displaced families over other single persons in federal housing programs.

XIV. Maintaining an Active Waiting List

The pool of active applicants will be kept current by requiring each applicant to inform the Authority at least once annually of continued interest. SJPHA will send an certified update letter to the applicant, requiring the applicant to submit a form indicating continued interest and any updated information, such as change of address or household information within ten (10) days. If the applicant fails to respond within that time frame, the applicant's name will be removed from the waiting list.

XIV. Responsibility to Report Changes

Applicants on the waiting list must also report to the Authority any changes in income, preference status, family composition, address or any other information provided on the preliminary application within 10 days of the change. Any such changes could affect the applicant's status or eligibility for housing. Any applicant knowingly providing false information or fraudulent statements affecting the applicant's status or eligibility for housing will be removed from the waiting list.

XIV. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply when the waiting list is open. Any applicant removed from the waiting list by SJPHA will be notified in writing of the reason(s) for which the application is being removed. Such notification shall inform the applicant of his/her right to an informal review of the determination the time frame for requesting the informal review, and will be made part of the application record. The Authority will provide the applicant, upon written request, within a reasonable time frame an opportunity for an informal review of the determination of removal from the waiting list.

XIV. Record Keeping

The Authority will keep a copy of each application received. For each applicant, the Authority will document its determination that the applicant is eligible and meets admission and tenant selection standards, or is ineligible and does not meet admission standards, or is removed from the waiting list for any other reason.

The Authority will also maintain a record of the dwelling unit(s) offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during participation in the program. Inactive files will be maintained for a minimum of three years from the date of final action. Waiting list information will include race or ethnic designation of head of household.

#### XIV. Eligibility Determinations

Applicants will be placed on the waiting list based on information provided on the preliminary application form.

1. *Preliminary Application Form:* SJPHA shall utilize a preliminary application form (pre-application). The purpose of the pre-application is to permit the SJPHA to assess family eligibility or ineligibility and to determine placement on the waiting list based on the residency local preference. Duplicate pre-applications, including applications from a segment of an applicant household, will not be accepted. Ineligible applicants or incomplete applications from applicants will not be placed on the waiting list.

Incomplete applications will be returned to the applicant with a list of missing and/or deficient items.

2. If an applicant is determined to be ineligible for placement on the waiting list based on the information provided in the pre-application, the SJPHA will notify the applicant in writing, state the reasons, and inform the applicant of his/her right to an informal review in accordance with Appendix B.
3. *Final Eligibility Determination:* When staff estimate that a unit will become available for applicants within a reasonable time frame applicants in waiting list order, will be invited to attend an interview and submit an application for final eligibility for housing, after which the formal verification process and resident selection process will commence.
4. *Verification of Final Eligibility Determination:* Each applicant household shall be required to provide all information and authorizations necessary to enable SJPHA to verify the applicant's qualification for preference status, income eligibility, household composition and conformance to the Authority's Tenant Selection Criteria.
  - a. The qualification for preference(s) must exist at the time the preference(s) is verified regardless of the length of time an applicant has been on the waiting list because the preference is based upon current status. If the applicant fails to qualify for the preference claimed, his/her placement on the waiting list will be modified to reflect the current preference(s) and the application will be treated accordingly.
  - b. Information may be required for any or all household members. Verification shall be from third party sources whenever possible. When SJPHA has determined that third party verification is not possible, it will attempt to

obtain other HUD acceptable forms of verification, i.e. telephone verification, tax returns and check stubs, etc.

- c. Each applicant household shall have an interview with a member of SJPHA staff. Every adult member of the applicant household should be present at the office visit except if there are extenuating circumstances.
5. SJPHA shall require the applicant to:
- a. Sign all forms necessary to determine eligibility and suitability;
  - b. Provide verification of income, assets, exclusions and deductions from income;
  - c. Provide verification of family size, age and relationship, including birth certificates for all household members.
  - d. Provide a valid driver's license for head of household and any co-head applicant.
  - e. Disclose the Social Security Numbers of all family members six (6) years of age and older and present social security card or appropriate documentation for each household member;
  - f. Provide citizenship information;
  - g. Provide the names and addresses of the applicant's current and previous landlords for the past five years (or longer if needed to get a minimum of two prior landlords);
  - h. Provide the most recent six (6) month rent receipts where appropriate;
  - i. Provide any other information SJPHA determines is necessary to determine eligibility for housing at SJPHA (See Chapter II, D).
6. All verifications and documentation received by SJPHA for use in the determination of eligibility for housing at SJPHA will be analyzed by staff and a determination made with respect to:
- a. Eligibility of the applicant family based on the requirements outlined in Chapter II of this Policy;
  - b. Housing type and unit size requirements;

- c. Qualification of the applicant with respect to preferences claimed, if appropriate;
  - d. Qualification of the applicant family with respect to the Tenant Selection Criteria outlined in Chapter II, E.
6. Applicants determined to be ineligible for housing at SJPHA will be promptly notified and will receive a Notice of Ineligibility from the Authority stating the basis for this determination and the time frame to submit the written hearing request. SJPHA will provide such applicants with the opportunity for informal review of the decision in accordance with the HUD regulations and the procedure for informal hearing contained in Appendix B of this Policy.
  7. Applicants who have disabilities who have been determined to be eligible but who fail the Tenant Selection Criteria will have their cases examined by SJPHA to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with the selection criteria outlined herein.
  8. *Changes in Preference Status.* If, during the final eligibility determination, or at any other time prior to placement, it is determined that the family's qualification for the local preferences has changed, the family shall be placed on the waiting list based on the original date of the family's pre-application and revised preference status.
  9. *Change in Unit Size.* If during the final eligibility determination, or at any other time prior to placement, it is determined that the family's qualification for a certain bedroom size has changed, the family's application shall be placed on the waiting list for the appropriate bedroom size based on the original date of the family's pre-application.

#### IV. SELECTION FROM THE WAITING LIST

##### A. Overview

For its public housing units, all otherwise eligible applicants will be assigned to the waiting lists of the three sites selected according to date and time of application, unit size and type required, and preference status.

##### B. Income Targeting

In each fiscal year, per HUD regulations, SJPHA shall reserve forty percentage (40%) of its new admissions for families who are extremely low income. An extremely low-income family is one whose annual income does not exceed thirty percent of area median income. The goal shall be forty percent of new admissions.

The intent of these Income Targeting requirements is to maintain a tenant body in each of SJPHA's federal developments composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families within St. James Parish.

SJPHA will monitor admissions to its federally assisted public housing units at the end of each quarter throughout the fiscal year. If, at the end of any quarter, extremely low-income families make up less than forty percent of admissions for the fiscal year to date, SJPHA will give priority to extremely low-income families in each of the established preference categories until extremely low-income admissions again make up 40%. Giving priority to extremely low-income families may require skipping families on the waiting list to accomplish the HUD requirement.

Appendix D contains SJPHA's Deconcentration Policy.

##### C. Local Preferences

1. SJPHA has established the following local preference:
  - a. Resident. Applicants will qualify as a resident and be assigned preference points if they live and/or work in the Parish of St. James at the time of application and placement. Applicants who will be hired who have been notified that they have been hired to work in St. James Parish will also qualify as residents provided they provide third party proof of pending employment. An applicant will lose resident preference if he/she moves out of St. James Parish or stops working in St. James Parish prior to placement.
  - b. Seniors and Persons with Disability. Seniors (62 years of age or older) and persons with disability shall be given preference over other singles for SJPHA's one-bedroom units.

c. **Other Applicants.** Applicants who do not qualify for the local preferences will be considered an “other applicant.”

1. *Ranking of Local Preferences.* The two local preference categories will be given equal weight and assigned equal preference points. Preference points are not cumulative.
2. *Verification.* SJPHA shall require all applicants to verify qualification for the local preferences. SJPHA will accept employment verification, a landlord reference or a preponderance of evidence by other means, such as utility bills, school registration records and home visits as proof of local residency.

The Authority will require appropriate documentation from a knowledgeable professional to verify disability. The Authority will not inquire as to the nature of the disability except to verify the need for an accessible unit.

A. Unit Offers

1. An offer of housing will be made when an applicant’s name reaches the top of any of the three (3) site lists selected, the applicant is determined eligible and passes the tenant selection criteria established in this Policy. If the applicant rejects the unit offer, the applicant’s name will be removed from that waiting list. Refusal of a unit in one development will not affect placement on other site-based waiting lists.
2. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of SJPHA that one of the following circumstances apply:
  - a. The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily.
  - b. The applicant is unable to move at the time of the offer because of serious and unusual circumstances which are beyond the applicant's control, and the applicant presents clear evidence which substantiates this to SJPHA's satisfaction. Examples:
    - A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
    - A court verifies that the applicant is serving on a jury which has been sequestered.
  - c. Accepting the offer would result in undue hardship to the applicant not related to considerations of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the

applicant presents clear evidence which substantiates this undue hardship to SJPHA's satisfaction.

1. An applicant must respond to, and accept or reject the offer within five (5) working days from the date the offer is made. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy or fails to respond to written correspondence from the Authority within five (5) days, for other than a justifiable reason, such failure shall result in placement on the bottom of the waiting list.
2. When an applicant accepts an offer of housing, executes a lease agreement with SJPHA, and moves into the dwelling unit offered, the applicant's name will be removed from the waiting list.

**V. UNIT SIZE AND OCCUPANCY STANDARDS**

A. Appropriate Unit Size

It is the policy of SJPHA to ensure that the dwelling units are occupied by families of the appropriate size. The following chart outlines the allowable number of occupants per bedroom based on HUD guidelines:

<b>No. of Bedrooms</b>	<b>No. of Persons Min.</b>	<b>No. of Persons Max.</b>
1	1	2
2	2	4
3	3	6
4	4	8

A. Factors in Dwelling Size Determination

Dwelling units will be assigned so that it will not be necessary for persons of different generations or opposite sex (other than married or cohabitating couples) to share a bedroom. Two children of the same sex may be required to share a bedroom regardless of age and children of the opposite sex may be required to share a bedroom if the oldest is under the age of six. Children shall generally not be required to share a bedroom with a parent; however, one child under the age of three may share a bedroom with one parent if there are no larger units available for the family. Assignment will take into consideration households who share joint custody of any individual under the age of 18 at least 50% of the time. Foster children shall be considered in determining dwelling unit size. No unit assignments will be made which require use of the living room for sleeping.

B. Bedroom Size Determination for Single Pregnant Individuals

When making bedroom size determinations, a single individual with no other children who is pregnant at the time of application (proof may be required by a licensed physician) or who is in the process of securing legal custody of any individual under the age of 18, will be housed in a two bedroom unit. If the pregnancy is terminated or legal custody is not granted, the applicant would no longer qualify for a two-bedroom unit but would be considered for a one-bedroom unit. If the applicant is housed in a two-bedroom unit and the pregnancy is terminated or legal custody is not granted, the tenant is considered over-housed and the transfer policy regarding over-housed conditions applies.

C. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for housing at SJPHA; however, reasonable exceptions to the standards listed above may be made

in emergency situations, and in some cases, relationship, age, gender, health, or disability of family members may warrant assignment of a larger or smaller unit by SJPHA staff or at the request of the applicant family. Written approval of such cases will be made by the Executive Director or his/her designee.

D. Requirements for Live-In Aide

Any applicant or tenant who requires a live-in aide, who will be responsible for the essential care and well-being of a family member on a daily basis will be assigned a bedroom to accommodate this aide, provided that the applicant or tenant can show documentation to support the fact that the live-in aide would not be living in the unit except to provide necessary supportive services. A live-in aide will not be listed on the lease as a family member and does not have rights to the unit for continued occupancy as a remaining family member. The tenant is responsible for the live-in aide's actions under the "guest" references in this Policy and the Lease Agreement. Lease violations which are enacted by the live-in aide are considered "guest" actions and are grounds for lease termination and tenant eviction.

E. Handicap Accessible Units

When an accessible unit becomes available, SJPHA shall offer the unit in the following order:

1. To current SJPHA tenants who have a disability or handicap who would benefit from the unit's accessible feature(s), but whose current unit does not have such features. If there is more than one current tenant requiring the accessibility features of the available unit, the family with the earliest written request for a transfer shall be selected for the unit.
2. To eligible and qualified households on the waiting list who have a disability or handicap and would benefit from the unit's accessibility features based upon local preference points and the date and time of the application. This is despite the presence on the waiting list of households with preferences and/or earlier application dates who do not require the specific accessibility features of the available unit.
3. To other eligible and qualified households on the waiting list without disabilities. In this case, the household must agree, in writing, to transfer to a non-accessible unit at the request of the Authority.

## **VI. LEASE**

### **A. Lease Execution**

At admission, a Lease, a Lease Addendum for Drug-Free Housing, and a Pet Agreement, if applicable, is to be entered into between the Authority and each tenant family. The lease shall be for a twelve (12) month period and is automatically renewable for an additional twelve month period, except for failure to comply with the eight-hour service requirement discussed in Section C below. The dwelling lease is to be kept current at all times and is to reflect rent being charged and the conditions governing occupancy.

1. If, for any reason, any signer of the lease ceases to be a member of the tenant family, the lease will be cancelled, and a new lease, Lease Addendum, and Pet Agreement, if applicable, must be executed and signed by a remaining member of the family who qualifies and is determined to be eligible for continued occupancy by SJPHA.
2. If, for any reason, an adult member or other adult member is added to the family who is a signer to the lease (spouse, adult member, etc.), is added to the household, the lease will be cancelled, and a new lease, Lease Addendum, and Pet Agreement, if applicable, must be executed and signed.
3. If, for any reason, through birth, foster care, adoption, etc., a minor is added to the household, a lease change form shall be executed.
4. If a tenant family transfers to a different unit operated by the Authority the existing lease will be cancelled and a new lease, Addendum for Drug-Free Housing, and Pet Agreement, if applicable, executed by the head of household and co-head, if one, for the dwelling unit into which the family is to move.
5. If at any time during the life of the lease, a change in the tenant's status or SJPHA needs results in the need for changing or amending any provision of the lease, or if the Authority desires to waive any provisions with respect to the tenant, the SJPHA at its sole discretion will have either:
  - a. The existing lease cancelled and a new lease agreement executed; or
  - b. An appropriate amendment prepared and made a part of the existing lease. The new lease amendment is to be made a part of the permanent tenant file. A lease amendment is to be attached to the existing lease, and must be signed by both the tenant and an Authority representative.

B. Security Deposits

The Authority will comply with Louisiana state law, including requirements for: amount of security deposit, exemption from attachment and execution, payment of security deposit and interest at termination of tenancy, action to reclaim security deposit, escrow deposit, payment of interest, investigation of complaints, and penalties. A security deposit of \$125 is required by SJPHA for all resident families.

1. The security deposit is to be paid in full prior to occupancy. The Authority may provide for gradual accumulation of the security deposit. Security deposits will be held on account by the Authority in accordance with applicable state law.
2. Concerning the payment of the security deposit at the end of tenancy, SJPHA shall pay to the former tenant the amount of any security deposit that was deposited by the former tenant with the Authority less the value of any damages suffered as a result of such tenant's failure to comply with such tenant's obligations, and rent and other charges owed; and
3. Upon termination of a tenancy, the tenant must notify SJPHA in writing of his/her forwarding address. Within thirty days after termination of a tenancy, the Authority shall deliver to the tenant or former tenant at a forwarding address either:
  - The full amount of the security deposit paid by such tenant; or
  - The balance of the security deposit paid by the tenant, after deduction for any damages suffered because of the tenant's failure to comply with the tenant's obligations, together with a written statement itemizing the nature and amount of such damages and rent or other monies owed.
1. If a tenant fails to notify SJPHA of the his/her forwarding address at the time of move-out, the tenant forfeits his/her claim to any remaining amounts of the security deposit not used to cover unpaid rent and charges or damage.

C. Eight Hour Community Service Requirement

The Quality Housing and Work Responsibility Act (QHWRA), with important exceptions, requires public housing residents to participate for at least eight (8) hours a month, in a community service or economic self-sufficiency program. This requirement invokes a provision requiring one (1) year public housing leases to be automatically renewable for an additional twelve month period except for failure to comply with community service requirements.

The list of exemptions provided in the QHWRA includes adults who are 62 years of age or older, persons with disabilities, persons engaged in work activities (as defined by section 407(d) of the Social Security Act), and persons participating in a welfare-to-work program, or receiving assistance from and in compliance with a state program funded under part A, Title IV of the Social Security Act (for purposes of the community service requirement, an adult is a person 18 years or older).

At the time of initial admission to federal public housing, the Authority will determine and document which adults are exempted from this requirement. Documentation of exempted status will be placed in the resident file. The same standards for verification of exempted status will be used as with other information pertaining to eligibility and tenant selection.

Residents not exempted will be informed of the requirements and provided with a list of approved community service and self-sufficiency activities. Staff will work with each non-exempt resident to determine how each month's requirements will be met and a plan developed that will be placed in the resident file.

Residents may request a change in their status during the year by contacting the property manager. For example, a formerly unemployed adult who finds work may request a change in status from the property manager.

D. Tenant Orientation

1. Eligible applicants selected for admission will be required to participate in a mandatory orientation program conducted by SJPHA to acquaint new tenant families with the following policies and procedures: the Dwelling Lease; Maintenance Procedures, Housekeeping Standards, services provided by SJPHA, resident initiative activities, Grievance Procedures, tenant rights, responsibilities and obligations, the rent collection policy, and the operation of heating, cooling, and plumbing equipment in the units.
2. Failure to attend a scheduled orientation session without notice to SJPHA will result in the family's application being placed on the inactive file and the household may be required to reapply for SJPHA housing when the waiting list is open.
3. The orientation may be re-scheduled twice by the applicant for good reason, provided the applicant provides written documentation of why the orientation was missed. SJPHA solely will determine if the absence was for good reason, i.e. medical reasons, employment situations, etc. After two missed orientations, the family's application will be deemed inactive and the household may have to reapply for SJPHA housing when the waiting list is open.

C. Dwelling Unit Inspection Policy

1. *Pre-occupancy.* Prior to occupancy, a SJPHA representative and the tenant will inspect the premises. SJPHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit where appropriate. The statement will be signed by SJPHA representative and the tenant, and a copy will be kept in the tenant's file.
2. For regular inspections, SJPHA will provide the tenant forty-eight (48) hours written notice of the inspection. If no one is home and the tenant has not contacted SJPHA to reschedule the inspection, SJPHA will deem that the tenant has given SJPHA permission to enter the unit and conduct the inspection in their absence. If children under the age of 16 are at home with no adult supervision, the inspection will not be performed and the tenant may be terminated and evicted for failure to provide access to the unit for the inspection.
3. *Two Month.* An inspection of the dwelling unit may be conducted two months after a tenant's move-in date to check needed maintenance, tenant housekeeping, and other lease compliance matters. SJPHA will furnish the resident with a written statement of any charges, if any, for repairs or removal of non-approved alterations to the apartment.
4. *Annual Unit Inspections.* An inspection of each dwelling unit will be conducted on at least an annual basis to check the physical condition of each occupied unit. In addition, SJPHA will conduct an annual housekeeping inspection. SJPHA will furnish the resident with a written statement of unit conditions and/or charges, if any, for repairs or removal of non-approved alterations to the apartment.
5. *Special Inspections.* Representatives from HUD and/or other US Government Officials may visit the Authority to monitor operations and, as part of the monitoring, may inspect a sampling of SJPHA's public housing inventory.
6. *Move-Out.* Immediately after a tenant moves out, a SJPHA representative will inspect the dwelling unit. The tenant is encouraged to participate in this move-out inspection and must contact the management office prior to move-out to schedule the joint inspection. A written statement of the unit conditions, and any SJPHA provided appliances will be signed by both parties.
  - A statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary will be furnished to the tenant and deducted from his/her security deposit if remittance is not made to SJPHA.

1. SJPHA, in its sole discretion, and without cause may randomly and periodically inspect units. In the event of an emergency, written notice may not be given and SJPHA may enter the unit regardless of which family members are present.
2. A copy of the move-in and/or move-out, two month and housekeeping inspection reports will be kept in the tenant files.
3. Annual Unit Inspections and Preventive Maintenance (PM) inspection forms will be kept in the unit maintenance file.

C. Rent, Other Charges, and Rent Adjustments

1. *Rental Payments.* Family choice of rental payments: HUD regulations provide that public housing families can elect annually whether the monthly rent is a flat rent or income-based rent. Flat rents are set by SJPHA based on the rental value of the unit. Income-based rents are calculated based on the level of the resident's income and shall be the higher of 10% of income, 30% of adjusted income, the housing portion of the welfare rent or the minimum rent. Families experiencing hardships may switch from paying flat rents to income-based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must have income and family composition reviewed annually.
2. *Minimum Rent.* SJPHA has established \$0 as its minimum Total Tenant Payment (TTP).
3. *Flat Rents.* SJPHA, in compliance with HUD regulations, has implemented flat rents for its public housing units, based on a percentage of the Fair Market Rents (FMRs) for the area. Families may elect to pay a monthly flat or income-based rent.
4. *Utility Allowance.* Any family living in a federally-assisted development whose allowance for tenant paid utilities exceeds the Total Tenant Payment will receive a payment from the Authority equal to the amount by which the allowance exceeds the Total Tenant Payment.
5. *Maintenance Charges.* Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. The Authority will notify tenants in writing when such charges are assessed. These charges shall become due and payable fourteen (14) days after such notice has been given to the tenant. A copy of all work orders for tenant abuse are filed in the tenant file.

6. *Excess Utility Charges.* A schedule of charges for excess utilities shall be publicly posted in a conspicuous place in the complex office and shall be furnished to applicants and tenants upon request. The Authority will notify tenants of these charges and they shall become due and payable fourteen (14) days after such notice has been given to the tenant.
  
7. *Late Charges.* A late charge of \$10 shall be assessed when rent or other charges are not paid on or before the 5<sup>th</sup> working day of the month. This charge is due immediately.

## **VII. REEXAMINATION OF INCOME AND FAMILY COMPOSITION, ADJUSTMENTS AND OTHER ANNUAL REQUIREMENTS**

### **A. Reexamination Procedures**

1. The income, allowances and family composition of tenant households electing an income-based rent shall be reexamined at least once a year in accordance with an established reexamination schedule. Residents electing to pay a flat rent shall have family composition reexamined annually and income reexamined every three years. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. The Authority follows all pertinent HUD regulations in its completion of reexaminations. On an annual basis, each resident family will be provided the opportunity to choose between an income-based or flat rent.
2. Each year prior to a resident's anniversary date, SJPHA will send a formal letter offering a choice between a flat rent and an income-based rent and scheduling the date/time of the reexamination interview. At the appointment, the Authority will assist the family in identifying the rent method that would be most advantageous for the family. If the family chooses to select the flat rent without meeting with the Authority, they may make this selection on the notice described below and return the form to SJPHA. In such cases, SJPHA will cancel the reexamination appointment.

The annual notice sent to all current residents regarding the reexamination process will state the following:

- Each year at the time of the annual reexamination, the family has the option to pay a flat rent amount or have their rent based on income.
- The amount of the applicable flat rent.
- The amount of the current income-based rent based on the most current information available.
- A fact sheet about income-based rent which lists and explains the types of income included, the most common types of income excluded, and the categories of allowances that are deducted from income.
- Families who choose to continue to pay a flat rent are required to go through the income reexamination process every three years, rather than annually for residents paying an income-based rent.

- Families who choose a flat rent may request to have a special reexamination and return to an income-based rent at any time for the following reasons:
    - The family's income has decreased.
    - The family's circumstances have changed and expenses have increased for child care, medical care, etc.
    - Other circumstances which have created a hardship for the family such that an income-based rent would be more financially feasible at this time.
  - The date and time of the annual reexamination appointment.
  - The name and phone of an individual to call to get additional information and guidance on flat and income-based rents.
  - A certification for the family to sign accepting the flat rent.
3. At the time of the reexamination (annually or every 3 years), families must provide the Authority with all necessary information to verify income and family composition and sign all required certification forms and the Authorization for Release of Information form.
  4. In the event that a tenant household fails to keep a scheduled reexamination appointment or promptly submit all necessary information, he/she shall be given ten (10) days from the date of written notification to provide SJPHA with the required information.

In the event the tenant fails to participate in the interview and/or to provide information required by SJPHA, the Authority may establish the tenant's rent based upon local market rents or actual operating cost whichever is higher until the matter is resolved and/or terminate the tenant from the program.

Employment and income data, assets, full-time student status, medical expenses (elderly and disabled state moderate families only), child care expense, and handicapped assistance expenses will be verified, documented and placed in the tenant's folder.

Third party written verifications will be obtained whenever possible. When the SJPHA and tenant household have made all reasonable effort to obtain third party written verifications, documents obtained from the tenant and photocopied are an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, Authority staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. Oral third party verifications are also

acceptable, if properly documented. When such documents cannot be photocopied or orally verified, SJPHA will proceed with processing using the best possible documentation and information available. All verifications will be maintained in the tenant's folder.

Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

5. *Determination of Compliance with Community Service Requirements.* The Authority will determine on an annual basis whether adult residents subject to the eight (8) hours a month service requirement are in compliance. Staff will also determine if adult residents originally exempt from the requirements have become non-exempt. Adult residents who, because of the annual review, are determined to be non-exempt will be provided with a list of SJPHA approved community service and self-sufficiency activities and a Plan developed and placed in the resident file. For residents paying a flat rent, the review will be performed and appropriate action taken by the property manager 12 months after the initial status determination and every 12 months thereafter.

If a resident is determined to be non-compliant with the monthly community service requirement, the Authority will notify the family of the following:

- The family member(s) determined to be non-compliant.
- That the determination is subject to the grievance procedure.
- That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

The Authority will offer the non-compliant family member(s) the opportunity to cure the non-compliance by making up the deficient hours over the next 12-month period. The Authority will assist the family member(s) in identifying community service opportunities and will track compliance on a monthly basis. The non-compliant adult and the head of the household will be required to sign an agreement that continued non-compliance will result in the eviction of the entire family, unless it is proven to the satisfaction of SJPHA that the non-compliant adult is not longer a member of the household.

3. *Temporary Rent Determinations and Special Reexaminations.* When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or reexamination, a temporary determination of income and rent will be established, giving due consideration to the tenant's past income and other available information. An interim reexamination will be scheduled to take place within 30 days for most households, and within 90 days for households where annual income is zero or difficult to predict. The tenant is to be notified in writing of the date of the special reexamination.

Special reexaminations will continue to be scheduled until a reasonable estimate of the Adjusted Income can be made. Rents determined at special reexaminations shall be made effective the first of the second month following the final rent determinations. Until the final rent determination can be made, the family will pay rent based upon the existing Adjusted Income.

If the Total Family Income can be reasonably estimated at the time scheduled, the reexamination is to be completed and actions taken as appropriate to adjust the Tenant Rent amount.

4. *Changes in Rent*

a. Limit on rent increases.

- (i) Federal housing regulations preclude SJPHA from increasing a qualified family's rent as a result of an increase in income due to employment during the cumulative twelve (12) month period beginning on the date a member of the family is employed or experiences an increase in annual income due to employment. A qualified family is a family currently living in public housing whose:
  - annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or
  - annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
  - annual income increases as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for Temporary Assistance for Needy Families (TANF) funded under Part A of Title IV of the Social Security Act, as determined by SJPHA in consultation with the local TANF and Welfare to Work agencies.
- (ii) During the second cumulative twelve (12) month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income due to employment, SJPHA will exclude from annual income 50% of any increase in annual income attributable to employment over the income of that family member prior to the beginning of employment.

- (iii) Maximum four-year disallowance. SJPHA will limit the disallowance of increased income of an individual family member outlined in (i) and (ii) above to a lifetime 48-month period. The disallowance of increased income is limited to a maximum of 12 months under (i) and a maximum of 12 months under (ii) above, during the 48-month period beginning from the initial exclusion.
- (iv) This disallowance of increases in income as a result of employment does not apply for purposes of admission to the public housing program (including the determination of income eligibility and income targeting).
- a. *Loss of Welfare Benefits.* If a family's welfare benefits are reduced, in whole or in part, for a family member because of fraud or because of a welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program, SJPHA will not reduce the rent to reflect the lost benefit. SJPHA will include in the family's annual income for purposes of determining rent, an imputed welfare income. Imputed welfare income is the amount of annual income not actually received by a family as a result of a welfare benefit reduction, that is included in the family's income for purposes of calculating rent.

SJPHA will request from the welfare agency the amount and term of any specified welfare benefit reduction for a family member and will use this information to determine the amount of the imputed welfare income for a family.

- SJPHA may deny a request for a rent calculation only after obtaining written verification from the welfare agency that the family's benefits have been reduced for one of the reasons stated above.
- Residents subject to the imputed welfare income requirement and who disagree with the determination may request a grievance hearing in accordance with SJPHA's Grievance Procedure. The tenant is not required to pay an escrow account deposit for the portion of the tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- This restriction does not apply if the reduction in benefits is a result of:
  - The expiration of a lifetime time limit on receiving benefits; or
  - A situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has

complied, but loses welfare because of a duration time limit such as a cap on welfare benefits for a period of no more than two years in a five year period).

-- SJPHA will not include imputed income in the annual income of a family who was on the waiting list at the time the sanction was imposed by the welfare agency.

- a. Increases in rent shall be effective on the scheduled reexamination effective date, with 30 days advance notice, provided the tenant has complied with all reporting requirements. When the tenant has failed to attend interviews or to provide required information, the Authority may increase the rent retroactive to the reexamination effective date, and the balance of such retroactive rent adjustment must be paid within ten (10) days of notification. Retroactive charges shall not be made when delays are solely the fault of SJPHA.
- b. Decreases in rent shall take effect on the first of the month after the month in which the change was reported and verified.

B. Eligibility for Continuing Occupancy

Only those tenants meeting all of the following requirements will be considered eligible for continued occupancy:

1. Qualify as a family or the remaining member of a tenant family; and
2. Have exhibited appropriate conduct since residing in public housing including:
  - Have not interfered with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;
  - Have not adversely affected the physical environment of the community;
  - Have not adversely affected the financial stability of the development;
  - Have not illegally used a controlled substance or engaged in drug-related criminal activities on or off the premises; and
  - Have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol; and
1. Have abided by the terms and conditions of the lease and the Drug-Free Housing Addendum and any other addenda to the lease; and

2. Have signed any required new or existing lease addendum; and
3. Have complied with the Eight Hour Per Month Service requirement, if applicable. SJPHA will determine on an annual basis whether non-exempt residents are in compliance.

B. Interim Reexaminations

1. *Reasons for Interims.* Any of the changes listed below must be reported to SJPHA within ten (10) days of their occurrence. Failure to report changes as required may result in a retroactive rent charge and/or eviction action against the tenant. Tenants must report any change in household composition (See D below).
2. Tenants may report the following changes which would result in a decrease in the family's rent:
  - a. Decrease in income expected to last at least 30 days; and
  - b. Increase in allowances or deductions.
1. An interim recertification may also occur should it be found that the tenant has misrepresented the facts upon which the family's rent is based, so that the rent being paid is less than what should have been charged. In these instances, tenant misrepresentations are considered fraud, and appropriate actions will be taken, including but not limited to: lease termination and eviction, retro -active rent charges, referral to a collection agency, and prosecution.
2. *Effective Dates.* For interim reexaminations, increases in rent shall become effective on the first day of the second month following the month the change was reported and verified, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes a reexam. Decreases in rent shall take place on the first day of the month following the month in which the change is reported and verified. The effective dates of changes that are not reported in a timely manner are covered in #5 below.
3. *Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes* (in the interest of brevity, the word "error" is used in this section to represent errors, *omissions*, misrepresentations, and failure to report changes). If an error in rent is revealed at any time, an appropriate adjustment will be made to correct the error as follows:
  - a. Errors which are the fault of the tenant:

- Increased rent shall be retroactive to the first day of the month following the date the change occurred.
- Decreased rent shall be effective on the first day of the month following the month the change was reported.

a. Errors not the fault of the tenant:

- Increased rent shall be made effective the first day of the second month following the date the error was discovered.
- Decreased rent shall be made retroactive to the date of the rent adjustment in which the error occurred.

D. Changes in Household Composition

1. The tenant is required to report in writing any change in household composition within ten (10) days of the change.
2. A new born child, an adopted child under 18 years old, or a child under 18 years old for whom custody has been awarded by a court to the Head of the Household or the spouse, may be added to a tenant's lease. Documentation must be provided to SJPHA within 30 days of the event, i.e. birth certificate, custody court papers, etc.” No other new household member may be added to the tenant's lease unless and until that person has provided the required information to the Authority and been determined eligible for admission according to the guidelines specified in Chapter II of this policy and a unit of the appropriate size is available. The Authority has the right to deny admission to any person found to be ineligible.
3. A tenant must provide documentation as required by SJPHA when reporting that a family member has vacated the household. In the case of an income producing household member or any member which the SJPHA has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, SJPHA will require at least two documents verifying the new address of the departing family member or other evidence deemed acceptable by SJPHA. Utility bills, a driver's license, an automobile registration, employment verification, a lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.

4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Chapter VIII). A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required to be placed on the transfer list until the effective date of the family's next annual reexamination.
- E. Visitors

Tenants will be allowed to have visitors for a period of up fourteen (14) cumulative days in any one calendar year (twelve-month period), except in the case of a family member requiring care during illness or recuperation from illness or injury as certified in writing by a physician. Written permission must be obtained from the Authority for any deviation from the occupancy standards listed in this policy.

## VIII. UNIT TRANSFERS

### A. Introduction

1. Transfers of tenants from one unit to another will be approved solely in accordance with this policy.
2. Transfers shall be made without regard to race, creed, color, gender, familial status, disability or national origin.
3. Tenants shall not be transferred to a dwelling unit of equal size except for transferring a non-handicapped family residing in a handicap-accessible unit or for alleviating hardships or other undesirable conditions as determined by the Executive Director or designee.
4. Transfers will only be made when tenants are not delinquent in rent, have good housekeeping habits, and have not caused damage to the current unit being occupied.
5. Transfer requests shall be placed on a Transfer List in the order of the date the request is approved. All transfer requests shall be reviewed by the Manager and Executive Director or his/her designee. Separate transfer lists shall be maintained for each development; however, a master listing of transfer requests shall be maintained at the main office of the Authority.
6. With the exception of moves related to modernization activity (relocation) or in the case of an emergency, a tenant family transferring from one apartment to another is responsible for any costs associated with moving to the new apartment.

### B. Type of Transfers

The SJPHA has three types of transfers: Emergency - Category 1 and Administrative - Category 1 and Category 2.

1. *Emergency Transfers, Category 1*, are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by SJPHA. Emergency transfers may be made to repair unit defects hazardous to life, health, or safety, to alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, to protect members of the household from criminal acts, or who may be victims of hate crimes or extreme harassment. These transfers shall take priority over new admissions.

2. *Administrative Transfers, Category 1*, include transfers to alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires a unit with accessible features to occupy such a unit, and remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency). These transfers shall take priority over new admissions.

Requests for transfers under Administrative, Category 1 will be made to the Housing Manager. The resident will provide the Housing Manager with the necessary verification and/or documentation to substantiate the need for a transfer. Whenever feasible, transfers will be made within a resident's development. Transfers may also be initiated by SJPHA.

3. *Administrative Transfers, Category 2*, may be made to correct occupancy standards (i.e. over/under housed conditions), to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas, or for resident hardship situations. These transfers do not take priority over new admissions.
  - a. Category 2 Administrative transfers will be processed with new admissions using a ratio of one transfer for every five new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on the vacancy rate. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.
  - b. Transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.
  - c. Residents in an over/under housed status will be advised within 30 days of the annual or interim reexamination that a transfer is recommended and that the family has been placed on the transfer list.
  - d. When a head of household, originally housed in a bedroom alone, has a child, that child shall remain in the parent's bedroom until he/she is two (2) years of age. After age 2, a Category 2 Administrative Transfer may be recommended.
  - e. Residents may request a personal hardship transfer, to provide better access to employment, child care, etc. The resident will provide the Housing Manager with the necessary verification and/or documentation to substantiate the need for a transfer. These transfers will be made after other listed transfers, as units are available, and based on the percentage of vacancies.

C. Unit Offers

1. A tenant that has received a formal transfer offer is given seven (7) days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit returned after seven (7) days, per diem rent for the former unit will be charged in addition to rent for the new unit until the keys are returned to the appropriate SJPHA office.
2. If the tenant refuses a unit offer, the tenant's lease may be terminated in accordance with the lease, or at SJPHA's discretion, the tenant can be placed at the bottom of the transfer list as of the date of refusal and the tenant will be notified in writing. During the entire proceedings, the tenant will be advised of his/her rights under the Grievance Procedure.

C. Extended Family

Members of an extended family living in a SJPHA unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in this Policy. Members of such a family will receive no preference on the standard waiting list as a result of occupancy in a SJPHA unit.

D. Revision or Suspension of Transfer Policy

The Authority reserves the right to revise or suspend its Transfer Policy because of efforts to decrease vacancies or any other management initiative. Transfers during such times will be treated on a case-by-case basis solely at the discretion of the Executive Director.

## **IX. TERMINATIONS**

### **A. Termination Notices**

1. The tenant must give a written notice to the Authority of at least 30 days of intent to terminate the lease.
2. If the Authority terminates the lease of a tenant household, a written Notice to Vacate must be given to an adult member of the household as follows:
  - a. When the health or safety of other tenants or employees of the Authority is threatened, notice of SJPHA's intention to terminate the lease in a reasonable amount of time (not to exceed 30 days) considering the seriousness of the situation. The Tenant and Authority agree that seven (7) days is reasonable time for any drug-related criminal activity on or off the premises.
  - b. In the case of failure to pay rent which includes all payments due under the lease, notice of SJPHA's intention to terminate the lease in fourteen (14) days unless all amounts due under the lease have been paid before that date.
  - c. In all other cases, notice of SJPHA's intention to terminate the lease at least thirty (30) days.
1. The Notice to Vacate to the tenant shall state reasons for the termination and shall inform the tenant of the right to make such reply as tenant may wish. The notice shall also inform the tenant of the right to examine, prior to hearing or trial, and copy at tenant's expense, Authority documents directly relevant to the termination. The notice shall inform the tenant of the right to request a hearing in accordance with Authority's Grievance Procedure (if the Grievance Procedure is applicable to the dispute involved).

### **B. Reasons for Termination**

The Authority may not terminate or refuse to renew the lease except for serious or repeated violations of the terms of the lease including, but not limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5<sup>th</sup> business day of the month. Three such late payments within a twelve month period shall constitute repeated late payment;

3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
4. Misrepresentation of family income, assets, or composition at the time of admission or anytime thereafter;
5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process re-examinations or interim re-determinations;
6. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of the Authority's property;
7. Behavior and/or activity by Tenant, household member, guest or visitors which disturb other residents' peaceful enjoyment of their apartments; and/or is not conducive to maintaining all SJPHA projects in decent, safe and sanitary conditions;
8. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises. With respect to a public housing resident convicted of manufacturing or producing methamphetamine on the premises, eviction shall be permanent. Premises shall be defined as the building or complex in which the dwelling is located, including common areas and grounds;
9. Criminal activity by Tenant, household member, guest or visitor including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
10. Alcohol and/or controlled substance abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
11. The presence of weapons or illegal drugs in the resident's apartment;
12. Any fire on Authority premises caused by the tenant, household members guests or visitors by their own actions or neglect;
13. Uninhabitable apartment conditions caused by the tenant, a household member, guests or visitors by their own actions or neglect;
14. Refusal of an offer of a new lease;
15. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the Authority's Occupancy Standards or to

accommodate an administrative need of SJPHA including but not limited to the disposition, demolition or modernization of the unit;

16. Abandonment of the unit;
17. Failure to comply with the Eight Hour Community Service Requirement as determined appropriate by SJPHA; and
18. Other serious or repeated violations of any material term of the lease.

C. Written Records

Written records documenting eviction actions shall be maintained by the Authority in strict confidence and shall contain all of the following information:

1. Name of tenant and identification of unit occupied.
2. Copies of the Termination Notice and any subsequent correspondence or notices.
3. Specific reason(s) for eviction.
4. Responses or answers, if any, received from the tenant.
5. Date and method of notifying tenant of reasons for termination and documentation of any conference(s) with the tenant, including the names of conference participants.
6. Dated and signed records of the minutes of any hearing held.
7. Date and description of the final action taken.

D. Abandonment of the Unit

SJPHA will comply with Louisiana state law regarding abandonment and disposition of property left on the premises.

1. If the Authority has reason to believe that a resident has vacated or abandoned the apartment, failed to pay current rents, and has not notified SJPHA of his/her absence, SJPHA will take steps to:
  - Serve the tenant with a Notice to Vacate;
  - Reenter and take possession of the dwelling unit;

- Remove any possessions and personal effects remaining in the premises, if the occupant does not contact SJPHA;
  - Dispose of all abandoned property in accordance with the state policy, if the occupant does not reclaim such possessions and personal effects within thirty days after the notice.
1. SJPHA shall take inventory of any possessions and personal effects of the occupant on the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from SJPHA within the said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of the said thirty-day period, the Authority may dispose of them in accordance with Louisiana state law.

## **IX. POSTING REQUIREMENTS/REVISIONS**

### **A. Posting Requirements**

This document will be publicly posted in a conspicuous location in the site offices and will be furnished to applicants and tenants upon request.

### **B. Revisions**

This document may be modified by the Authority provided that SJPHA shall give at least a thirty-day written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modification becoming effective. A copy of such notice shall be:

1. Delivered directly or mailed to each tenant; or
2. Posted in a conspicuous place at the site offices or in a similar central business location within the site.

## **XI. REVISION OF OCCUPANCY POLICY RESULTING FROM CHANGES IN LOCAL, STATE, OR FEDERAL LAW OR REGULATION**

The provisions of this plan are based upon local, state and federal law and regulation. Should any applicable law or regulation change, this plan will be deemed automatically revised. To the extent that the change is mandatory (allowing no Authority discretion), the text of the plan will be revised without requirement for administrative processing. In the event a conflict in this document arises due to changed laws or regulations, the laws and regulations specifically promulgated for the applicable project/program will take precedence. In the event HUD regulations change the implementation of the programs governed by this document, the HUD regulatory changes will take precedence over the provisions listed in this document.

## **XIV. MISREPRESENTATION**

The tenant shall be notified in writing if the Authority finds evidence that the tenant or any adult member of the tenant family has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction action, and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties or fines up to \$10,000 and/or imprisonment not to exceed five years.

#### **XIV. GRIEVANCE PROCEDURE**

The Grievance Procedure sets forth the requirements, standards, and criteria established to assure the tenants of SJPHA an opportunity for a Hearing if he or she disputes any Authority action or failure to act involving the tenant's lease or Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

Each tenant and tenant organization shall be given a copy of the Grievance Procedure and it is incorporated into this Policy on Admissions and Continued Occupancy and the lease by reference.

#### **XIV. PET POLICY**

SJPHA's Pet Policy establishes the rules and guidelines by which residents may keep domestic pets in their dwelling units and is incorporated by reference into this Policy.

Each tenant requesting permission to own and keep a pet shall be provided a copy of the Policy and be required to sign a Pet Agreement at initial occupancy or at the time of initial request for a pet and every year at time of reexamination or as otherwise required by SJPHA.

#### **XV. RELOCATION**

When SJPHA intends to rehabilitate a development or developments and rehabilitation activities will require tenants to move temporarily or permanently, a Relocation Plan will be developed in cooperation with the affected tenants. The plan will dictate preferences to which relocatees will be entitled and their rights to housing choices, moving expenses, etc. Such preferences may affect the order of selection for applicants and transferees, and the Relocation Plan, therefore, will serve as an amendment to this policy.

# APPENDICES

APPENDIX A  
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
UTILITY ALLOWANCES

**I. Oscar Brooks**

		<b>Electric</b>	<b>Gas</b>	<b>Water</b>	<b>Total</b>
1BR	BLDG A/E	\$20.03	\$18.38	\$5.31	\$43.72
2BR	BLDG B/H	\$27.19	\$26.15	\$5.31	\$58.65
3BR	BLDG C	\$30.22	\$24.97	\$5.95	\$61.14
4BR	BLDG D	\$34.71	\$34.78	\$6.12	\$75.61

**II. Vacherie**

		<b>Electric</b>	<b>Gas</b>	<b>Water</b>	<b>Total</b>
1BR	BLDG A/E	\$21.63	\$22.20		\$43.72
2BR	BLDG B/F	\$27.19	\$24.58		\$51.77
3BR	BLDG C	\$31.72	\$30.79		\$62.51
4BR	BLDG D	\$34.72	\$36.08		\$70.79

**III. Baytree**

		<b>Electric</b>	<b>Gas</b>	<b>Water</b>	<b>Total</b>
1BR		\$22.19	\$19.40	\$9.31	\$50.90
2BR		\$27.86	\$22.41	\$9.95	\$60.22
3BR		\$32.48	\$28.79	\$10.54	\$71.81

**IV. Central**

		<b>Electric</b>	<b>Gas</b>	<b>Water</b>	<b>Total</b>
1BR	BLDG A/E	\$21.63	\$22.60	\$9.31	\$53.54
2BR	BLDG B	\$27.19	\$27.57	\$9.95	\$64.61
3BR	BLDG C/G	\$31.72	\$30.52	\$10.54	\$72.78
4BR	BLDG D	\$34.72	\$35.05	\$11.12	\$80.88

**V. Convent**

		<b>Electric</b>	<b>Gas</b>	<b>Water</b>	<b>Total</b>
1BR	BLDG A	\$21.63	\$22.60	\$9.31	\$53.54
2BR	BLDG B/H	\$27.19	\$27.57	\$9.95	\$64.61
3BR	BLDG C/G	\$31.72	\$30.52	\$10.54	\$72.78
4BR	BLDG D	\$34.72	\$35.05	\$11.12	\$80.88

**VI. St. James/Hymel**

		<b>Electric</b>	<b>Gas</b>	<b>Water</b>	<b>Total</b>
1BR		\$23.06	\$22.15		\$45.21
2BR		\$28.59	\$24.25		\$52.84
3BR		\$33.23	\$28.00		\$61.22
4BR		\$36.43	\$33.10		\$69.52

APPENDIX B  
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
INFORMAL REVIEW PROCEDURES

APPLICANTS FOR PUBLIC HOUSING ONLY

I. Applicability:

- A. The Authority will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:
  - 1. Denying placement on the waiting list.
  - 2. Denying participation in the Public Housing Program.
  - 3. Denying a preference in determining eligibility for the Public Housing Program, where applicable.
- B. The Authority is not required to provide an opportunity for informal review:
  - 1. To review discretionary administrative determinations by the Authority, or to consider general policy issues or class grievances.
  - 2. To review the Authority's determination of the number of bedrooms determined under the standards established by the Authority in accordance with HUD regulations.

II. Procedures:

- A. The Authority shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of the selection preferences, if adopted by SJPHA, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.
- B. The applicant must submit a written request for an informal review within ten (10) days of notification of the decision denying assistance.
- C. If the applicant's request is not submitted within ten (10) days or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.
- D. If the request meets the criteria, an informal review will be scheduled within thirty (30) days of the request.

- E. The informal review shall be conducted by any person or persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such person.
- F. The applicant shall be given an opportunity to present written or oral objections to the Authority's decision.
- G. The Authority shall promptly notify the applicant in writing within ten (10) working days of the final decision after the informal review, including a brief statement of the reasons for the final decision. If an applicant is successful in his/her appeal, SJPHA shall restore or upgrade his/her application on the waiting list, as applicable.

APPENDIX C  
PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY  
GLOSSARY OF TERMS

ADJUSTED INCOME. Annual Income minus applicable allowances.

For federally-assisted housing, as defined in 24 CFR Part 5.

ALLOWANCE FOR DEPENDENTS

\$480 deduction for each family member who is a dependent (See definition of Dependent below).

ADULT

A person, 18 years of age or older, or an emancipated minor whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding agreement.

ALLOWANCE FOR DISABILITY ASSISTANCE EXPENSES

The amount of Disability Assistance Expense in excess of three (3) percent of annual income which enables a family member (including the handicapped or disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work. Disability assistance expenses include costs for care attendants and auxiliary apparatus (e.g., wheelchairs, adaptations, to vehicles, special equipment) if directly related to permitting the handicapped person or other family members to work.

ALLOWANCE FOR MEDICAL EXPENSES

For elderly families (see definition of Elderly Family below) or families living in state moderate housing only qualify for the amount of unreimbursed medical expenses (see definition of Medical Expenses below) in excess of three (3) percent of annual income.

ANNUAL INCOME

1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporarily non-recurring or sporadic. 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 operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be 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 will be included in income, except to the extent the withdrawal is 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 shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1b of this section. Any withdrawal of cash or assets from an investment will be 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 exceeds \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD or state regulations as applicable.
- d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amount for the delayed start of a periodic payment (except as provided in 2n below).
- e. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay.
- f. Periodic and determinable income or allowances, such as alimony and child support payments and regular contributions, lottery winnings, or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see 2g below).

## 2. Income Exclusions

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 individuals with disabilities, unrelated to the tenant family, who are unable to live alone);

- c. Lump-sum additions to family assets, such as inheritances, lottery winnings, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);
- 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 as defined in 24 CFR 5.403;
- 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. Other amounts including:
  - (i) Amounts received under training programs funded by HUD;
  - (ii) Amounts received by a disabled person 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);
  - (iii) Amounts received by a tenant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; or
  - (iv) A resident service stipend: this is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for SJPHA, on a part-time basis, that enhances the quality of life in public housing. This may include, but is 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; or
  - (v) Incremental earnings and benefits to any family member resulting from participation in qualifying State or local employment training programs (including training programs not affiliated with the 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;
- i. Temporary, non-recurring or sporadic income (including gifts);
- j. 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;

- k. For federally-assisted housing, earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480.00 per adopted child;
- m. The earnings and benefits to any family member resulting from the participation in a program providing 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 the purposes of this paragraph, the following definitions apply:

- (i) Comparable Federal State or local law means a program providing employment training and supportive services that (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government, (3) is operated or administered by a public agency; (4) has as its objective to assist participants in acquiring employment skills.
  - (ii) Exclusion period refers to 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.
  - (iii) Earnings and benefits refers to the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
  - o. 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;
  - p. Amounts paid by a State Agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
  - q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following is a list of incomes that qualify for that exclusion:
    - (i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977;
    - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster

- Grandparents Program, Youthful Offender Incarceration Alternatives, Senior Companions);
- (iii) Payments received under Alaska Native Claims Settlement Act;
  - (iv) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
  - (v) Payments or allowances made under department of Health and Human Services' Low-Income Energy Assistance Program;
  - (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
  - (vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians;
  - (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior;
  - (ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the BIA student assistance programs. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution;
  - (x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
  - (xi) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.)
  - (xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-426, 94 Stat. 1785).
  - (xiii) The value of any childcare provided or reimbursed for under the Child Care and Development Block Grant Act of 1990.
  - (xiv) Earned income tax credit.

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for shorter periods may be annualized, subject to redetermination at the end of the shorter period.

Any family receiving the reparation payments referred to in paragraph 2j of this section that has been requested to repay assistance under this chapter as a result of receipt of such payments shall not be required to make further repayments on or after April 23, 1993.

## APPLICANT

An applicant is a Family who is seeking assistance through the Public Housing Program and who does not yet have a fully executed lease agreement with the Authority.

## APPLICATION FOR ADMISSION

The written form that is signed and dated by all adult members of the family and which includes information the Authority needs to determine whether the family can be admitted. The format for this basic information will be developed by the Authority.

## ASSETS

The values of (or equity) in the real property, stocks, bonds, checking and savings accounts or certificates, stocks or merchandise or valuables and other forms of capital investments (Not including personal and household belongings and automobiles). Assets shall include any asset disposed of at less than fair market value within the last two years.

## CHILD CARE EXPENSES

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period of which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education. A child care deduction will not be allowed if an adult family member is capable and available to provide the child care. The amount deducted shall reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment and only to the extent such amounts are not reimbursed.

## CITIZEN

A citizen or national of the United States.

## DEPENDENT

A member of the family household (excluding foster children, head of household, or spouse) who is under 18 years of age or is a disabled person or is a full-time student.

## DISABLED PERSON

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423), or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) which defines a developmental disability.

Section 223 of the Social Security Act defines disability as:

“(a) the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or (b) in the case of an individual who has attained the age of 55 and is blind, the inability by reason of such blindness to engage in substantial gainful activity requiring the skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.”

Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) defines a developmental disability as:

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

#### DRUG-RELATED CRIMINAL ACTIVITY

The illegal manufacture, sale, or distribution, or the possession with the intent to manufacture, sell, or distribute, of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802); or the illegal use, or possession for personal use, of a controlled substance.

#### ELDERLY FAMILY

A family whose head, co-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.

#### EVICTION

The dispossession of the tenant from an apartment as a result of the termination of the lease, for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligations set forth in HUD regulations, Federal, and state law, or for other good cause.

#### EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

The documents required of family member claiming U.S. citizenship or eligible immigration status.

#### EXTREMELY LOW INCOME FAMILY

A family receiving income at or below 30% of the median annual income for their area.

## FAMILY

Family includes but is not limited to:

- a. Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or have evidence of a stable relationship;
- b. An elderly person;
- c. A near-elderly person;
- d. A disabled person;
- e. A displaced person;
- f. The remaining adult 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.

## FOSTER-CARE PAYMENT

Payment to eligible households by state, local or private agencies for the care of a child placed in the home by an agency.

## 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.

## HANDICAPPED/DISABILITY ASSISTANCE EXPENSE

Reasonable expenses in excess of three (3) percent of annual income that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and expenses 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.

## HEAD OF HOUSEHOLD

An adult, 18 years of age or older, or an emancipated minor under the age of 18 years, whom the members of the family have routinely looked to as the head of the family, and who is legally competent to sign a binding contract.

## HUD

The U.S. Department of Housing and Urban Development or its designee.

## INS

U.S. Immigration and Naturalization Service.

## LEASE

A written agreement between SJPHA and an eligible family for the leasing of a public housing unit.

## 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 by the Authority to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and
- c. Would not be living in the unit except to provide necessary supportive services.

A live-in aide does not qualify as the remaining member of a tenant family.

## LOCAL PREFERENCE

A preference established by SJPHA for use in selecting among otherwise eligible applicants.

## LOWER INCOME FAMILY

A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

## LUMP SUM BENEFIT

A payment of periodic benefits for a previous period which may be included as income, not including Social Security and Social Security lump sum benefits. Only that portion of the payment attributable to the time the tenant resided continuously under the Public Housing Program may be counted as income.

## MEDICAL EXPENSES

For purposes of income determination for elderly or disabled families, medical expense in excess of 3% of total family income which are anticipated to be incurred during the period for which the annual income is computed, where these expenses are not compensated for, or covered by insurance. Medical expenses include such items as medical insurance premiums, dental expenses, prescription and nonprescription medicines, etc.

## MINIMUM RENT

The minimum amount of tenant rent, minus any utility reimbursement. SJPHA has established the minimum rent at \$0.00.

## MINOR

A person less than eighteen years of age.

## MIXED FAMILY

A family whose members include both citizens/eligible immigrants and noncitizens with ineligible immigration status.

## NATIONAL

A person who owes permanent allegiance to the U.S. as the result of birth in a U.S. 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 (or 55 years of age for state elderly housing) but below the age of 62, living together or one or more persons who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62 living with one or more live-in aides.

## NEAR-ELDERLY PERSON

A person who is at least 50 years of age but below the age of 62, who may be a person with a disability.

## NET FAMILY ASSETS

Value of equity in real property, savings, stock, bonds, life insurance policies, and other forms of capital investment, excluding interests in Indian trust land (Excluding the value of necessary items of personal property such as furniture and automobiles).

In cases where a trust fund had 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.

In determining the Net Family Assets, the Authority shall include the value of any assets greater than one thousand dollars (\$1000) which were 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 any consideration received for the asset.

#### NON-CITIZEN

A person who is neither a citizen nor national.

#### PROGRAMS ESTABLISHED UNDER THE UNITED STATES HOUSING ACT OF 1937

1. The Public Housing program or Indian Housing program; 2. Any program operated as part of the Section 8 program; 3. The Section 23 Leased Housing program.

#### RECOVERING ADDICT

A person that: 1) has completed a supervised drug rehabilitation program and is not currently engaged in the illegal use of a controlled substance; or has otherwise successfully been rehabilitated and not currently illegally using drugs; or, 2) is involved in a supervised rehabilitation program and not currently illegally using drugs; and is involved in a self help group, such as Narcotics Anonymous, and not currently illegally using drugs.

#### OVERHOUSED

A tenant family with a greater number of bedrooms than required for family members, according to the standards set forth in Chapter V of this policy.

#### RESIDENCY PREFERENCE

A PHA established preference for admission of families that reside or work or have been hired to work in the jurisdiction of the PHA. The length of time the family has lived or worked the jurisdiction may not be considered.

### REMAINING FAMILY MEMBER

A person left in an assisted unit after other family members have vacated who may or may not normally qualify for assistance on his or her own circumstances (e.g., widow age 47, not disabled or handicapped). The person must be of legal age to sign a lease (adult) and all amounts incurred under the previous lease must have been paid before the person is provided a lease in his/her name.

### RESIDENT

A family living in the Authority's operational jurisdiction, working in the Authority's jurisdiction or notified that they are hired to work in the Authority's jurisdiction would be considered a resident of the jurisdiction. The length of time the family has lived or worked in the jurisdiction may not be considered.

### SECURITY DEPOSIT

A dollar amount set by the Authority for the Public Housing Program for unpaid rent, damages or other amounts owed under the lease upon termination of the lease.

### SINGLE PERSON

A person who lives alone or intends to live alone who does not qualify as elderly, disabled, or handicapped or as a remaining adult member of a tenant family.

### TENANT RENT

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

### TOTAL TENANT PAYMENT (TTP)

An amount equal to 30 percent of the family's monthly adjusted income or 10 percent of the gross monthly income of the family occupying the dwelling unit, whichever amount is greater. TTP does not include charges for excess utility consumption or other miscellaneous charges.

### TRANSFER

A move by a tenant family from one SJPHA apartment to another, generally as the result of changes in family composition which changes the number of bedrooms required by the family. A

transfer may not be used to split an extended family into two households by moving only some members of the family to a second apartment.

UNDERHOUSED

A tenant family with an insufficient number of bedrooms for the number of persons in the family, according to the standard set forth in Chapter V of this policy.

## UTILITIES

Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone service and cable TV are not included as a utility.

## UTILITY ALLOWANCE

The cost of utilities (except telephone and cable TV) and other housing services for an assisted unit when not included in the tenant rent but is the responsibility of the family occupying the unit. An amount equal to an estimate made or approved by the Authority or HUD of the monthly cost of a reasonable consumption of utilities for the unit by an energy conservative household of modest circumstances, consistent with the requirements of a safe, sanitary, and healthful living environment.

## VERY LOW INCOME FAMILY

Family whose annual income does not exceed 50 percent of the median income for the area as determined by HUD.

## 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.

## WAITING LIST ADMISSION

An applicant selected for occupancy from SJPHA'S waiting list.

APPENDIX D  
DECONCENTRATION ANALYSIS AND POLICY

In accordance with the requirements of the Public Housing Reform Act and 24 CFR 903, the St. James Parish Housing Authority (SJPHA) performed an analysis of the income levels of its six (6) general occupancy developments to determine if income disparities exist between the sites. The analysis of available public housing occupancy data as of September 2001, indicates that the average income Authority wide is \$6,097 and the average incomes at SJPHA developments are as follows:

LA092001	Oscar Brooks	\$6,105
LA092003	Central	\$5,472
LA092004	Convent	\$6,556
LA092005	Vacherie	\$5,128
LA092006	St. James/Hymel	\$6,720
LA092008	Baytree	\$6,853

As this analysis indicates, there is currently not a concentration of poverty at any of SJPHA's sites. Although no concentration current exists, it is the policy of the St. James Parish Housing Authority to provide for the deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments should there exist a large disparity in average incomes in the future. Toward this end, and to meet future deconcentration goals, SJPHA may revise its current Admissions and Continued Occupancy Policy to provide for skipping particular families on its waiting list (s) and/or offering one or more incentives to encourage applicant families and resident families seeking voluntary transfers to consider occupancy in developments which the Authority is attempting to deconcentrate.

Various activities may be used at different times or under different conditions; however, these actions will always be offered in a consistent and nondiscriminatory manner. In no way does SJPHA's deconcentration policy establish quotas by development nor does it impose requirements on families to live in a property to which they are not interested.

SJPHA will continue to monitor HUD deconcentration regulations and make any necessary adjustments to this Policy as may be determined necessary.

APPENDIX E  
 SCHEDULE OF FLAT RENTS  
 ST. JAMES PARISH HOUSING AUTHORITY

24CFR 960.253 requires PHAs to establish flat rents, in order to provide residents a choice between paying a flat rent, or an income-based rent. The flat rent is to be based on the market rent that is defined as the rent charged for a comparable unit in the private, unassisted market at which the St. James Parish Housing Authority (SJPHA) could lease the public housing unit after preparation for occupancy. In determining the flat rent schedule, SJPHA considered:

- location,
- quality, age and type of housing,
- amenities, and
- housing services, maintenance and utilities provided by SJPHA.

SJPHA is located in rural Louisiana and has a parish population of about 20,000 persons. St. James Parish is approximately 60 miles northwest of New Orleans. SJPHA manages 318 public housing units contained within six developments. The developments are scattered throughout the parish and are located within a 64-mile radius of the Authority’s central office. SJPHA’s housing stock is comprised generally of single story, brick duplex structures, with walk-up four-unit building on each of the sites. There are very few rental properties within St. James Parish and most of the housing stock is homeownership units. Therefore the housing provided by SJPHA is a very important resource to very low-income families living in the Parish, since there is a lack of both rental properties and affordable housing.

SJPHA’s housing stock is considered to be in poor condition. SJPHA has struggled with effectively providing housing services and maintaining the units given absence of on-site management and the distance between the developments and the central office.

The Section 8 Fair Market Rents (FMR) established for the Parish are higher than the rents that SJPHA could expect to achieve given the condition of the housing stock; therefore, the full FMRs were not used as the basis for the establishment of flat rents. Based on knowledge of local market factors, and the market rents in St. James Parish, SJPHA established the following flat rent schedule based on 80% of FMRs:

<b>Unit Size</b>	<b>Flat Rent</b>
1 Bedroom	\$250
2 Bedroom	\$335
3 Bedroom	\$420
4 Bedroom	\$470

ST. JAMES PARISH HOUSING AUTHORITY  
2627 KING AVENUE  
LUTCHER, LA 70071

DWELLING LEASE



*Adopted:* November 27, 2001

**ST. JAMES PARISH (LA) HOUSING AUTHORITY  
DWELLING LEASE AGREEMENT**

ACCOUNT NUMBER \_\_\_\_\_ # OF BEDROOMS \_\_\_\_\_ PROJECT \_\_\_\_\_

- 1. IDENTIFICATION OF PARTIES AND PREMISES:** The St. James Parish (LA) Housing Authority (Landlord) relying upon the statements, certifications, and other information provided by the Tenant concerning the household composition, income and employment of all family members as reported, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Apartment (Unit No.) \_\_\_\_\_ located at \_\_\_\_\_ St. James Parish, Louisiana (premises) consisting of \_\_\_\_\_ bedrooms. By signing this lease Tenant agrees to all the terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**1. TERM, AMOUNT AND DUE DATE OF RENT:**

- (A) Rent is due and payable on the first day of each month and is delinquent after the 5<sup>th</sup> business day of the month. Tenant agrees to pay on the first of each month a monthly rent, in advance, of \$ \_\_\_\_\_. If this lease is effective after the first day of the month, the prorated rent for the first month shall be \$ \_\_\_\_\_.

It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for a 12-month term except for non-compliance with the Authority’s 8 hour community service requirement.

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

Late fees: If the tenant fails to make payment by the fifth business day of the month, ~~a late fee of 10% of the amount owed will be charged, not to exceed \$100.00.~~ in the amount of \$10.00 will be charged.

- 1. SECURITY DEPOSIT:** Tenant agrees to pay \$125 as a security deposit to be used by the Landlord at the termination of this Lease toward reimbursement of the cost of cleaning and repairing any damage beyond normal wear and tear to the unit caused by the Tenant, household member(s) or guest(s) and any rent or other charges owned by the Tenant. This Security Deposit shall also be used for the purpose of removing any articles left on the premises by the Tenant. Landlord will return the Security Deposit balance (i.e., security deposit minus reimbursement to Landlord for Tenant’s non-compliance with lease agreement) with an itemized written statement showing any deductions from the Deposit. Any refund of Security Deposit due the Tenant will be refunded within thirty (30) days after the Tenant yields possession of the keys for the dwelling unit to the Landlord, and has informed the Landlord of the intent to vacate the dwelling unit at least thirty (30) days prior to the actual date of vacating. FULL PAYMENT of the Security Deposit is due PRIOR to Occupancy; however, the Authority may provide for gradual accumulation of the security deposit prior to occupancy.

2. **UTILITIES:** Landlord agrees to furnish the following utilities \_\_\_\_\_. Tenant agrees to furnish and maintain the following utility \_\_\_\_\_. If Tenant incurs utility charges in excess of the utility allowance, Tenant agrees to pay the excess utility charges(s).

3. **EQUIPMENT:** The Landlord agrees to furnish a Range and Refrigerator in working order. The Tenant agrees to keep this equipment clean during their occupancy. Should the Landlord upon the required inspections of the units find this equipment not to be in clean condition the Landlord may access charges to the Tenant for the maintenance required to alleviate the situation. These charges are posted on the Tenant charge sheet in the PHA's Landlord's office.

4. **DETERMINATION, REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

(A) **INCOME BASED RENT.** Once a year, by the date specified by the Landlord, Tenant agrees to furnish updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information and use the said verified information to establish the amount of the Tenant's rent for the next year. At the time of the annual review, the Landlord shall advise the Tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period beginning on the date the employment began, when earned income increase is the result of a family member who (1) was unemployed for at least 12 months, (2) is participating in a self-sufficiency program or job training program, or (3) is, or was in the past six months receiving welfare. Please refer to the Authority's most recent Admissions and Continued Occupancy Policy (ACOP) that contains all appropriate information on HUD's regulations on income disregards.

**FLAT RENT.** If the tenant elects to pay the Flat Rent instead of income-based rent, SJPHA will conduct a reexamination of family income at least every three years and a reexamination of family composition at least annually.

Tenant may change rent calculation method at any reexamination. Tenants who have chosen the flat rent option may request a re-examination and change to the income-based rent calculation at any time if the Tenant's income has decreased, their on-going expenses for such purposes as child care and medical care have changed, or any other circumstance that create a hardship for the family that would be alleviated by a change.

When the Landlord redertermines the amount of rent payable by the Tenant or determines that the Tenant must transfer to another unit based on family composition, the Landlord shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Tenant does not agree with the determination, the Tenant may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this Lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family composition, or Tenant opts to change from flat rent to income-based rent calculation.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Tenant agrees to provide to Landlord verifiable information regarding such change.

(D) Changes in rent will be made as follows:

- (1) A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date of the decrease in family income is reported **and verified in writing**;
- (2) Tenant agrees to pay any increase in rent resulting from the implementation in changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
- (3) Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.

1. **OBLIGATION OF TENANT; TENANT AGREES:**

Special Definitions Section:

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

Guest: For purposes of this lease, the term “guest” means a person on the tenant’s premises.

- (A) Not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management;
- (C) To use the premises solely as a private dwelling for the Tenant and the Tenant’s household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section 8.B. of this lease.
- (D) That guests may visit with consent of a household member. The tenant agrees that no member of the Tenant household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord;
- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Tenants;
- (F) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes that materially affect health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Tenant for the Tenant’s exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner;
- (I) Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Tenant’s premises. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord’s control. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants of the Landlord
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the project (including damage to project buildings, facilities or common areas) caused by the tenant, a member of the Tenant household or a guest.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Tenants’ peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (M) To assure that the Tenant, other persons under the Tenant’s control, any member of the Tenant’s household, or guest, shall not engage in:
  - (1) Any criminal activity on or off the Landlord’s premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants, employees of the Landlord or any other person lawfully on the Landlord’s premises.
  - (2) Any drug-related criminal activity on or off such premises; or any activity by a tenant or guest in which the landlord determines that a tenant or guest is illegally using a controlled substance.
  - (3) Any illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, prescription or over the counter drugs may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants, employees of the Landlord, or persons legally on the premises.

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION 17 AND 25 WITHOUT AN ARREST OR CONVICTION.

- (A) Not to keep or use flammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other flammable materials or explosives (including fireworks);
- (B) Not to display any signs whatsoever, and not to use tacks, nails screws, or any fasteners on an part of the premises except and under the conditions prescribed by Landlord;
- (C) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of the Landlord and in accordance with the Landlord’s Pet Policy;

- (D) To pay when due all charges due under this lease;
- (E) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;
- (F) To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- (G) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (H) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (I) To park motorized vehicles only in designated parking areas and never on grassed areas; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition;
- (J) To notify Landlord on or before any extended absence from the premises in excess fifteen (15) calendar days;
- (K) To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well-being of the Landlord and Tenants. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- (L) To report to Landlord within ten (10) calendar days after there is a change in family income or family composition and to provide Landlord verifiable information regarding such change (see also Section 6.C. of this lease);
- (M) To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises;
- (N) Not to possess any illegal firearm in or about the premises or not to use or have legal firearms in open display.
- (O) Tenant agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Tenants of dwelling units of a similar design and construction is customary. Tenants unable to perform such tasks because of age or disability are exempt from this obligation;
- (P) To transfer to an appropriate size dwelling unit based on family composition upon notice by the Landlord that such a dwelling unit is available;
- (Q) To furnish complete and accurate written information in a timely manner;
- (R) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein;
- (S) To promptly remove any personal property left on the Landlord property when Tenant leaves, abandons or surrenders the dwelling.
- (T) Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Tenant's family to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (U) To provide the Landlord within 30 calendar days advance notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the administrative office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Tenant agrees that the dwelling shall not be considered vacated for rental charge purposes only, until such time as the keys are returned and the landlord accepts the unit.
- (V) Tenant or family member agrees that any person who is under a no trespassing notice will not be allowed in or near the dwelling unit without the consent of the Landlord. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to Tenant of the person's name and nature of trespass notice.

**1. TENANT'S RIGHT TO USE AND OCCUPANCY:**

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

- (1) With the prior written consent of the landlord, a foster child or a live-in aid may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:
  - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such unit is available.
  - (b) The Landlord's obligation to make reasonable accommodation for handicapped person.
- (1) *Live-in-aid* means a person who resides with an elderly disabled or handicapped person and who:
  - (a) Is determined to be essential to the care and well being of the person;
  - (b) Is not obligated for the support of the person; and
  - (c) Would not be living in the unit except to provide the necessary supportive services.

**1. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:**

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;
- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances.
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Tenant in accordance with Section 7.H. of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by and installation within the exclusive control of the Tenant and supplied by a direct utility connection;
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in the lease in the Landlord's administrative office and to furnish such documents to Tenants and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be delivered directly or mailed to each Tenant;
- (I) To post in the administrative office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment of reference, and to make any changes or modifications available to Tenant.

**1. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:**

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

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

**1. INSPECTIONS:**

Before occupancy by the Tenant, the Landlord and the Tenant shall inspect the dwelling unit and the Tenant and the Landlord shall both sign a **written** statement of the condition of the unit and the equipment furnished therein. Should any repairs and/or replacements be necessary they shall be noted on the inspection and within a reasonable time the Landlord shall make the necessary repairs and/or replacements. Tenant agrees that the authorized agent, employees or representatives of the Landlord will be permitted to enter Tenant's dwelling unit for the purpose of performing routine inspections, maintenance and for making improvements and repairs, or to show the premises for releasing. Such entry may be made only during reasonable hours after a forty-eight (48) hour notice in writing to the tenant of the time, date and purpose, provided, however, the Landlord shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if the Landlord believes that an emergency exists within the unit.

When the Tenant calls the Landlord requesting routine maintenance, the repairs needed will be listed on maintenance personnel's **schedule** of work to be performed. If tenant will not be at home at the time of the repair, tenant will leave a note taped to entry door that the maintenance personnel are authorized to enter the Unit.

When the Tenant vacates, the Landlord will inspect the dwelling unit and give the Tenant a written statement (Inspection Form). A Statement of the Charges, if any, for which the Tenants is responsible will be mailed to the forwarding address **provided** by the Tenant. Tenant and/or his representative may join in such inspection. Should the Tenant vacate the premises without notice, the Tenant agrees that the Landlord will inspect the Unit without their presence and any items remaining in the unit shall be disposed of after thirty (30) days by whatever action is determined by the Landlord and the Landlord shall not be held responsible for any item(s) disposed of under this section, and all charges for which the Tenant is responsible shall be paid for by him/her upon billing by the Landlord.

**INTERIM INSPECTIONS:** In accordance with HUD regulations, Tenant agrees that the authorized agent or representative of the Housing Authority will conduct interim inspections as needed. Such annual or interim inspections will be made only during reasonable hours after a two (2) day advance notice in writing to Tenant specifying the date and time of such inspections. Tenant also agrees that should the need be determined that other interim inspections are necessary the Landlord may after a twenty-four (24) hour notice in advance in writing stating date and time the inspection may be conducted.

**2. ABANDONED PROPERTY AND FURNISHINGS:**

Upon the abandonment of the premises, the Tenant hereby agrees that the Landlord and/or the Landlord's employees, will remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Tenant hereby further appoints the landlord and/or the employees, as Tenant's agent, to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Tenant within such thirty (30) calendar days after the Tenant has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Tenant has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of seven (7) days from the date of discover, the rent is not current, and Tenant has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in the Agreement. Landlord may deduct the cost of storage from security deposit.

**3. NOTICES:**

(A) The Landlord shall notify the Tenant of specific grounds for any proposed adverse action by Landlord. (such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities).

(B) The Landlord shall notify the Tenant of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section 24 of this lease:

(1) The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for

possession in accordance with Section 14.B. shall constitute adequate notice of proposed adverse action.

- (2) In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

**1. NOTICE PROCEDURES:**

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

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

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

**TENANT AGREES TO GIVE LANDLORD THIRTY (30) CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.**

**1. TERMINATION OF TENANCY AND EVICTION:**

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Tenant set forth in this lease or for other good cause;
- (B) The Landlord shall give written notice of lease termination/demand for possession of: Fourteen (14) calendar days in the case of failure to pay rent, and not to exceed 30 days when the health or safety of tenants or SJPHA employees is threatened. In all other cases (except in 17 below), at least 30 days notice shall be given.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. These notices may be combined into one document. When the Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Tenant a reasonable opportunity to examine, at the Tenant's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be provided a copy of any such document at the Tenant's expense.
- (D) Any Federal and State required notices shall run concurrently.
- (E) When the Landlord is required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section 13.L. has expired) until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(F) When the Landlord is not required to afford the Tenant the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

- (1) State that the Tenant is not entitled to a grievance hearing on the termination.
- (2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.

**1. EVICTION ONLY BY COURT ACTION:**

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

**2. EVICTION FOR CRIMINAL ACTIVITY:**

*Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. Where the Landlord determines that eviction for criminal activity is appropriate, a seven (7) day Notice to Vacate will be issued. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. The Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.

**3. ACCOMMODATION OF PERSONS WITH DISABILITIES:**

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

**1. LEASE CHANGES:**

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section 9.H. of this lease. In the event HUD regulations change the implementation of the programs governed by this lease, the HUD regulatory changes take precedence over the provisions of this lease. Tenants will be notified of any such changes in writing as soon as possible after the regulation changes.

**2. FAILURE TO PERFORM:**

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

**3. SEVERABILITY:**

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

**4. TRESPASSING AND EXCLUSION OF NON-TENANTS:**

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

- (A) Tenant delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-tenants of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-tenants, including but not limited to, guests (as defined herein) who, (1) conduct themselves in a manner to disturb the tenant's peaceful enjoyment of their accommodations, community facilities or other areas of Landlord accommodations, community facilities or other areas of Landlord property; (2) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (3) engage in any activity that may threaten the health, safety or peaceful enjoyment of the Landlord premises by tenants of the Landlord, employees of the Landlord or persons lawfully on the premises; (4) engage in criminal activity or drug related criminal activity (as described herein), on or off Landlord premises; (5) engage in destroying, defacing, damage or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (6) engage in the illegal use or illegal possession of firearms and/or offensive weapons anywhere on Landlord premises; and/or (7) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Tenants, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the applicable laws and/or regulations.

**5. AVAILABILITY OF GRIEVANCE PROCEDURE:**

All grievances concerning the obligations of the tenant or the Landlord under this lease shall (except as provided in Section 14.F of this lease) be resolved in accordance with the Landlord's grievance procedure.

**6. ONE STRIKE POLICY:**

All Federally assisted housing is intended to provide a decent, safe place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the St. James Parish (LA) Housing Authority to fully endorse and implement the One Strike Policy as adopted by the Board of Commissioners.

**7. COMMUNITY SERVICE OR ECONOMIC SELF-SUFFICIENCY PROGRAM:**

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 mandated Public Housing Authorities to require that adults living in public housing comply with community service or economic self-sufficiency requirements, unless exempt according to the QHWRA. If not exempt, each adult Tenant shall: 1) Contribute 8 hours per month of community service within the community in which that adult resides; or 2) Participate in an economic self-sufficiency program for 8 hours per month.

If the Landlord determines that a Tenant subject to the community service requirement has not complied with the requirement, the Landlord shall notify the Tenant of such noncompliance and that:

- (A) The determination of noncompliance is subject to the administrative grievance procedure under the Landlord's Grievance Procedures; and
- (B) Unless the Tenant enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed.

The undersigned Tenant(s) hereby certify that I, and all members of my household have not committed any fraud in connection with any Federal housing assistance program. All information submitted to the Landlord in connection with any Federal housing assistance program before and during Lease term are true and complete to the best of my knowledge and belief.

**BY:**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_

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

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

Copies of all procedure, policy and other documents referred to in this lease are available for review upon request during the normal business hours of the St. James Parish (LA) Housing Authority administrative office.

**ATTACHMENT 1  
LEASE ADDENDUM FOR DRUG-FREE HOUSING**

1. In consideration of the execution or renewal of the lease for the dwelling unit identified in the Lease, SJPHA and you agree as follows:
  - a. If you, or any member of your household engage in any drug-related criminal activity including but not limited to the manufacture, sale, distribution, use or possession of illegal drugs at any location, whether on or off SJPHA property, not just on or near SJPHA property.
  - b. If you, or any member of your household, or a guest, visitor or another person under your control or the control of a household member, engage in or facilitate criminal activity including drug-related criminal activity in your unit, in common areas, or on the grounds.
  - c. If you, or any member of your household, or a guest, visitor or another person under your control or the control of a household member, engage in activity that threatens the health, safety, or right to peaceful enjoyment of other tenants or employees of SJPHA.
  - d. If you, or any member of your household, or a guest, visitor or another person under your control or the control of a household member, engage in acts of violence or threats of violence, including but not limited to, unlawfully discharging a firearm at any location, whether on or off SJPHA property.
  - e. If you, or any member of your household, or a guest, visitor or another person under your control or the control of a household member, abuse alcohol in a manner which interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL CONSTITUTE A VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Lease.
3. It is understood and agreed that a single violation shall be good cause for termination of this Lease and that proof of any of the violations named above shall not require an arrest or criminal conviction, but shall be by a preponderance of the evidence.
4. This Lease Addendum between SJPHA and the Resident is incorporated into the Lease executed or renewed this day.

\_\_\_\_\_  
SJPHA Representative

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

## **ATTACHMENT 2 HOUSEKEEPING STANDARDS**

In an effort to insure the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant households.

Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the Tenant in writing if he/she fails to comply with the standards. The Authority will advise the Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

Tenant Responsibility: The tenant and household members are required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to the health or safety is a violation of the lease terms and may result in eviction.

The uniform housekeeping standards established by the Authority are detailed below. Please note that they the standards apply if the tenant has that type of feature in his/her apartment. For example, the standard for the linen closet does not apply if the tenant does not have a linen closet.

### Housekeeping Standards: Inside the Apartment

#### General --

- (1) Walls: Clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: Clean, clear, dry and free of hazards.
- (3) Ceilings: Clean and free of cobwebs.
- (4) Windows: Clean and not nailed shut. Shades and blinds intact.
- (5) Woodwork: Clean, free of dust, gouges, or scratches.
- (6) Doors: Clean, free of grease and fingerprints. Doorstops present. Locks work.
- (7) Heating Units: Dusted and access uncluttered.
- (8) Trash: Disposed of properly and not left in the unit.
- (9) Entire unit is free of rodent or insect infestation.

#### Kitchen --

- (1) Stove: Clean and free of food and grease.
- (2) Refrigerator: Clean. Freeze door closes properly and if not frost free has no more than one inch of ice.
- (3) Cabinets: Clean and neat. Cabinet surfaces and countertop free of grease and spilled food. Cabinets are not overloaded. Storage undersink is limited to small or lightweight items to permit access for repairs. Heavy pots and pans are not stored under the sink.
- (4) Exhaust fan: Free of grease and dust.
- (5) Sink: Clean, free of grease and garbage. Dirty dishes are washed and put away in a timely manner.
- (6) Food storage areas: Neat and clean without spilled food.
- (7) Trash/garbage: Stored in a covered container until removed to the disposal area.

#### Bathroom --

- (1) Toilet and tank: Clean and odor free.
- (2) Tub and shower: Clean and free of excessive mildew and mold. Where applicable, shower curtains are in place, and of adequate length.
- (3) Lavatory: Clean.
- (4) Exhaust fans: Free of dust.
- (5) Floor: Clean and dry.

#### Storage Areas --

- (1) Linen closet: Neat and clean.
- (2) Other closets: Neat and clean. No highly flammable materials are to be stored in the unit.
- (3) Other storage areas: Clean, neat and free of hazards.

#### Housekeeping Standards: Outside the Apartment

- (1) Yards (when under your exclusive control): Free of debris and trash, and abandoned cars.
- (2) Courtyards (when under your exclusive control): Neat and clean. Free of hazards, debris and trash.
- (3) Porches (front and rear): Clean and free of hazards. Any items stored on the porch does not impede access to the unit.
- (4) Steps (front and rear): Clean, and free of hazards.
- (5) Sidewalks: Clean, and free of hazards.
- (6) Storm doors: Clean, with glass or screens intact.
- (7) Parking lot: Free of abandoned, unregistered, inoperable cars. **There are to be no car repairs on Authority property.**
- (8) Hallways: Clean and free of hazards.
- (9) Stairwells: Clean and uncluttered.
- (10) Laundry areas: Clean and neat. Remove lint from dryers after use.
- (11) Utility room: Free of debris, motor vehicle parts, and flammable materials.

**ATTACHMENT 3  
APARTMENT INSPECTION**

\_\_\_ MOVE- IN      \_\_\_ MOVE-OUT

RESIDENT: \_\_\_\_\_ APT. #: \_\_\_\_\_

Front Door: \_\_\_\_\_ Window: \_\_\_\_\_ Doorbell: \_\_\_\_\_

Back Door: \_\_\_\_\_

Outside Light: Front: \_\_\_\_\_ Back: \_\_\_\_\_

**KITCHEN:**

Stove: \_\_\_\_\_ Make: \_\_\_\_\_ Serial # \_\_\_\_\_ Interior: \_\_\_\_\_ Exterior: \_\_\_\_\_ Drip Pans: \_\_\_\_\_

Refrigerator: \_\_\_\_\_ Make: \_\_\_\_\_ Serial # \_\_\_\_\_ Interior: \_\_\_\_\_ Exterior: \_\_\_\_\_

Sink: \_\_\_\_\_ Aerator: \_\_\_\_\_ Sink Basket: \_\_\_\_\_

Cabinets: \_\_\_\_\_

Counter: \_\_\_\_\_

Floor Tiles: \_\_\_\_\_

Windows: \_\_\_\_\_

Shades: \_\_\_\_\_

Screens: \_\_\_\_\_

Outlets: \_\_\_\_\_

Radiators: \_\_\_\_\_

Lighting: \_\_\_\_\_

**BATHROOM**

**LIVING ROOM**

**BEDROOM #1**

**#2**

**#3**

Floor Tiles: \_\_\_\_\_

Tub/Shower: \_\_\_\_\_

Walls: \_\_\_\_\_

Ceiling: \_\_\_\_\_

Sink: \_\_\_\_\_ Aerator: \_\_\_\_\_

Medicine Cabinet: \_\_\_\_\_

Mirror: \_\_\_\_\_

Light Fixture: \_\_\_\_\_

Outlets: \_\_\_\_\_

Window: \_\_\_\_\_

Walls: \_\_\_\_\_

Ceiling: \_\_\_\_\_

Floor Tiles: \_\_\_\_\_

Windows: \_\_\_\_\_

Screens: \_\_\_\_\_

Shades: \_\_\_\_\_

Radiators: \_\_\_\_\_

Outlets: \_\_\_\_\_

Door: \_\_\_\_\_

Ceiling: \_\_\_\_\_

Walls: \_\_\_\_\_

Windows: \_\_\_\_\_

Screens: \_\_\_\_\_

Shades: \_\_\_\_\_

Call for Aid: \_\_\_\_\_

Radiators: \_\_\_\_\_

Outlets: \_\_\_\_\_

Floor Tiles: \_\_\_\_\_

Closet: \_\_\_\_\_

Closet Doors: \_\_\_\_\_

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\_\_\_\_\_

Smoke Detector: \_\_\_\_\_

Remarks:

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT 4  
EMERGENCY CONTACT**

If, during the term of this Lease, you, by reason of physical or mental impairment, are no longer able to comply with the material provisions of this lease or become ill, incapacitated or have deceased, the Authority should contact:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/Town)                      (Zip Code)

\_\_\_\_\_  
Home              (Telephone Nos.)              Business

\_\_\_\_\_  
(Relationship)

It is agreed that this person/agency will either make arrangements for someone to aid you in complying with the lease, secure more suitable housing, and/or remove your property from the leased premises in a timely fashion.

**TENANT**

**ST. JAMES PARISH HOUSING AUTHORITY**

\_\_\_\_\_  
Head

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Co/Head-Spouse

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 5  
INSTRUCTIONS FOR CALLING IN WORK ORDER REQUESTS**

Dear Resident:

The Housing Authority's phone number for ALL WORK ORDERS during normal business hours is listed below. This number is also to be used for all **EMERGENCIES AFTER NORMAL HOUSING AUTHORITY WORK HOURS.**

**THE NUMBER IS \_\_\_\_\_.**

**When you call the work order phone number, be sure to state the following:**

- 1. Your name and address, including apartment number.**
- 2. Your work order request or emergency.**
- 3. Your telephone number.**

**\*\*You must let the SJPHA representative know if we have permission to enter your unit if you are not at home.**

**In the case of an emergency after regular work hours or on weekends please note that the following are considered emergencies:**

**SEWER BACK-UP/STOPPAGE  
CLOGGED/OVERFLOWING TOILETS  
BROKEN WATER PIPES  
ELECTRICAL PROBLEMS (ONLY IN DANGER OF FIRE)  
NO HEAT IN APARTMENT (IN WINTER MONTHS ONLY)**

**LOCK-OUTS FOR AFTER HOURS WILL BE CHARGED AT A RATE OF \$64.50.  
THERE ARE NO EXCEPTIONS TO THIS CHARGE!**

**We trust that you will be cooperative using the call system and will help us provide you with better and efficient service.**

**REMEMBER THE NUMBER IS \_\_\_\_\_ . FOR ALL ROUTINE AND  
EMERGENCY WORK ORDERS.**

ST. JAMES PARISH HOUSING AUTHORITY  
2627 KING AVENUE  
LUTCHER, LOUISIANA 70071

## RENT COLLECTION POLICY



*Adopted: November 27, 2001*

# RENT COLLECTION POLICY

## I. POLICY STATEMENT

This policy is adopted by the St. James Parish (LA) Housing Authority hereinafter referred to as SJPHA and applies to all residents of its low-income public housing. It addresses the manner in which residents must pay their monthly rent and the consequences of late payment or non-payment of rent due to SJPHA. This policy is consistent with the laws of the State of Louisiana, HUD regulations, and SJPHA's Dwelling Lease. SJPHA is committed to enforcing this policy in an equitable and non-discriminatory manner.

The Rent Collection Policy is designed to achieve the following goals:

- Reduce SJPHA's tenant accounts receivable to no more than 5% and uncollected rents to 2% of total rents to be collected.
- Clarify for both tenants and staff, SJPHA's position with regard to rent collection.
- Establish strict guidelines extending Repayment Agreements only in extenuating circumstances as defined by SJPHA or for retroactive rent charges.
- Streamline and simplify the legal process used by SJPHA.

## II. MONTHLY RENT

In accordance with HUD regulations, tenants can elect annually between paying an income-based rent or a flat rent. For an income-based rent, tenants are charged a rent the greater of the minimum rent (\$0), 30% of their monthly adjusted income or 10% of gross income. Tenants residing in units where some or all of the utilities are paid directly by the tenant receive a utility allowance in the form of a monthly rent reduction. Tenants selecting a flat rent pay the rent applicable to the appropriate bedroom size from the schedule of flat rents available at the management office.

Tenants paying an income-based rent are required to report their income annually to SJPHA and rent is adjusted accordingly. During the course of the year, if they suffer a loss of income or an increase in allowable expenses, and request an interim reexamination of income, tenants may be eligible for reductions in their rent. These circumstances are not, however severe hardships, and would, therefore, not qualify for a Rent Repayment Agreement.

Tenants paying a flat rent are required to have their income reexamined every three years and family circumstances annually. Families experiencing hardships may switch from paying flat rents to income-based rents.

### **III. RENT PAYMENTS**

Rent shall be paid by mail or in person at the Authority or any local Regions Bank or First American Bank. Rent is due and payable on or before the first of each month. Cashier checks and money orders are the only acceptable forms of payment.

Payments are accepted by mail, or in person, at the management office listed below:

St. James Parish Housing Authority  
PO Box 2080  
2627 King Avenue  
Lutcher, LA 70071

The above office is open Monday through Friday (except holidays), 8:00 AM-5:00 PM.

Partial payments of rent are not accepted by SJPHA.

Rent is due and payable on the first of each month. Tenants who have failed to make full payment by 5:00 p.m. on the 5<sup>th</sup> business day of the month, are considered delinquent and will be assessed a \$10.00 late fee. Tenants who pay their full rent but fail to pay miscellaneous charges properly due may also be subject to eviction action.

Repeated late payments of rent, defined as failure to pay the amount of monthly rent due by the 5<sup>th</sup> business day of the month, three (3) times in 12 month period, shall also be cause for lease termination.

### **IV. RENT DISPUTES**

Tenants who wish to dispute any action taken by SJPHA for non-payment of rent may do so through the SJPHA's Grievance Procedure in effect at the time the grievance or appeal arises. Copies of the Grievance Procedure are posted in the management office and management staff can assist tenants with informally settling the grievance in accordance with the Grievance Procedure and scheduling any subsequent hearing. SJPHA enforces the escrow requirements contained in the Grievance Procedure.

Whether or not a tenant chooses to exercise his/her rights under the Grievance Procedure, he/she may present the case in court if SJPHA initiates legal action.

### **V. REPAYMENT AGREEMENTS**

In extenuating circumstances involving severe hardship situations and in cases of retroactive rent charges, SJPHA may enter into a "Repayment Agreement" extending the time allowed residents to make full payment of money that is owed. SJPHA is under no obligation to approve and execute Repayment Agreements and does so only as an accommodation to residents.

Requests for Repayment Agreements must be made to the Executive Director at the time that retroactive rent charge is assessed or no later than the expiration date of the Notice of Intent to Terminate Lease. Only the Executive Director has the authority to approve such requests and only if all of the following conditions are met:

1. A Repayment Agreement form (see Attachment 1) is properly completed and executed; and
2. The Agreement stipulates that the outstanding balance is due in monthly installments as determined by the Executive Director, but not to exceed a period of six months; and
3. The resident family is experiencing a severe hardship situation that will not qualify them for an interim reexamination and the family has not been delinquent in the last twelve (12) months and has presented the documentation required by SJPHA OR a retroactive rent charge has been assessed; and
4. The resident family has not defaulted on a previous Repayment Agreement.

Other unforeseen circumstances and income disruptions which typically pose financial hardships (e.g., loss of job, permanent discontinuation or reduction in benefits) entitle tenants to request an interim reexamination and a rent reduction effective the first of the month following verification of the change; therefore, they are not grounds for extending rent payment agreements. Failure to report a decrease in income is not considered a hardship unless a medical reason exists which prevented the tenant from reporting the decrease in income.

Repayment Agreements will not be approved, regardless of the situation, if the request is made after the expiration of the fourteen (14) day Notice of Lease Termination. In the absence of full rent payment, SJPHA will proceed with legal action. Tenants are expected, therefore, to act promptly in reporting situations which may make timely payment difficult.

Tenants who need assistance with financial problems may contact the Management Office for information and referral to community agencies.

## **VI. SUMMARY PROCESS ACTION**

Non-payment of rent is a violation of the Lease Agreement between the tenant and SJPHA. In all cases, SJPHA will aggressively pursue collection of the amount due and eviction, if necessary. Following is a description of the steps taken and notices issued:

- If rent is not received by 5:00 p.m. on the 5<sup>th</sup> business day of the month, a late fee of \$10.00 will be assessed.
- If the tenant does not pay in full all amounts due by the tenth (10<sup>th</sup>) business day of the month, a Notice of Termination will be sent.

- This Notice of Lease Termination shall be personally delivered to the tenant or to an adult member of the household residing in the unit, or sent by First Class Mail, Return Receipt Requested.
- The Notice will also indicate that if by the deadline date the tenant has not:
  - filed a Grievance,
  - paid rent in full, or
  - vacated the unit,

SJPHA will proceed with legal action seeking possession of the dwelling unit, all amounts due, plus expenses incurred by SJPHA.

- Once a Complaint is filed with the court commencing legal action, a Summons is hand delivered to the tenant by a Sheriff or someone appointed by the Court which requires the tenant to file an answer in court. The case is brought before a judge and a decision rendered. At the time the Complaint is filed with the court, any additional legal expenses will be added to the total amount due from the resident.
- If the court rules in favor of SJPHA, a Judgement is awarded demanding possession of the dwelling unit and payment of amounts owed and SJPHA's expenses.
- Forcible removal will occur if resident does not vacate premises.

#### **VIII. TENANT EVICTION EXPENSES**

Once legal action has been filed in Court against a tenant and the court rules in favor of the SJPHA, the tenant is subject to payment of service fees, court costs and attorney's fees. These costs will be assessed and the total amount due and payable presented to the Court. SJPHA reserves the right to pursue collection of all amounts properly due from tenants evicted or voluntarily vacating SJPHA premises. The SJPHA will utilize all available means of collection, including referrals to credit bureaus, collection agencies and other court actions.

#### **IX. ENFORCEMENT OF THIS POLICY**

This Policy is enforced by the staff and legal counsel of SJPHA, through the administrative grievance procedure and/or the Courts.

**ST. JAMES PARISH (LA) HOUSING AUTHORITY  
REPAYMENT AGREEMENT**

Account Number \_\_\_\_\_

I (We) \_\_\_\_\_  
Tenant's Names

Of \_\_\_\_\_  
Address

agree that on this date, I (We) owe \$ \_\_\_\_\_ in retroactive rent, and \$ \_\_\_\_\_ in other charges which include the following: \_\_\_\_\_. My (Our) total balance on this date is \$ \_\_\_\_\_. I (We) agree to pay this total balance as follows:

AMOUNT TO BE PAID

DATE DUE

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

I (We) agree that:

1. I (We) may make payments in advance of the date indicated above, but that each installment must be received no later than the date indicated.
2. These payments represent amounts owed, and that they are in addition to the monthly rent to become due and payable during the term of this agreement, no later than the 5<sup>th</sup> business day of the month.
3. If I (We) fail to make any of these payments, or fail to pay monthly rent also due, SJPHA has the right to terminate my (our) lease and commence legal action against me (us) in accordance with the terms of the lease, HUD regulations, and state law.
4. I (We) must make all payments during the term of this agreement directly to the area management office in person or by mail.

\_\_\_\_\_  
Tenant's Signature

Date

\_\_\_\_\_  
Tenant's Signature

Date

\_\_\_\_\_  
I have approved this Repayment Agreement in accordance with the provision of SJPHA's Rent Collection Policy.

\_\_\_\_\_  
Executive Director

Date

ST. JAMES PARISH HOUSING AUTHORITY  
2627 KING AVENUE  
LUTCHER, LA 70071

PET POLICY



*Adopted: November 27, 2001*

# PET POLICY

## OVERVIEW

This policy details the requirements for a tenant to keep a pet in a St. James Parish (LA) Housing Authority (SJPHA) apartment. A tenant will not keep a pet in their apartment without prior written permission from SJPHA.

This policy does not apply to animals that are used to assist persons with disabilities provided that the animal has been trained to assist persons with that specific disability and the animal actually assists the person with that specific disability (See Rule 22 below). However, the pet policy does not exempt such a tenant from the requirements of the lease that prohibit any conduct which disturbs other tenants or threatens the physical or social environment.

## REQUIREMENTS

The SJPHA will utilize the following procedures in implementing the pet policy.

**Obtaining SJPHA Permission:** If an eligible tenant or prospective tenant wishes to obtain permission to keep a pet, SJPHA staff will meet with the prospective pet owner and explain the Authority policy and review the pet rules. If SJPHA finds a tenant or prospective tenant eligible to keep a pet, the tenant or prospective tenant must submit to the Authority a completed Pet Permit and Agreement Form, and pay the required security deposit.

SJPHA reserves the right to deny permission to house pets which are or may be in the sole judgment of the Authority vicious or dangerous, or which are large in stature exceeding 30 pounds in weight.

**Failure to Obtain Written Permission:** If a tenant has not obtained written permission to keep a pet but does so anyway, the SJPHA will seek to evict the tenant. If SJPHA finds any unauthorized pet outside a tenant's apartment, as in their backyard or area in their exclusive control or a common area, SJPHA will have the pet removed.

**Complaints Against Pet Owners:** In the event of complaints against approved pet owners, the SJPHA shall work with the pet owner to resolve the complaints informally. If the complaints are not resolved and/or there has been a violation of the pet rules, SJPHA shall impose fines in accordance with Rule 21 below.

If there are three violations, SJPHA may, at its sole discretion, notify the tenant to remove the pet within ten (10) days (immediately if the animal is deemed "vicious"), terminate the pet owner's tenancy or both. Any unresolved complaints may be the subject of a grievance by the tenant under established

grievance procedures. Except, animals deemed “vicious” by SJPHA that must be removed from SJPHA property pending any grievance.

**Amending Pet Rules:** The pet policy and rules may be changed at any time by SJPHA provided that tenants are given an opportunity to comment and with thirty (30) days advance notice.

## **RULES**

- 1) Any tenant or prospective tenant who wishes to keep a pet shall request permission in writing and meet with SJPHA staff and submit a photo of the pet and other required documentation.
- 2) If approved by the Authority, a Pet Permit and Agreement (Amendment of Dwelling Lease), shall be signed immediately by the tenant, with original to the tenant file and a copy in a general pet file. This Dwelling Lease Amendment contains the rights and responsibilities of the tenant and management with respect to pet ownership.
- 3) **Only common household pets are permitted.** Common “household” pets shall be limited to domesticated dogs, cats, fish, birds and turtles that are traditionally kept in the home rather than for commercial or other purposes.
- 4) The tenant is required to provide a picture of the pet(s).
- 5) The number and size of the pet(s) is limited to one type of pet as follows:
  - a) Dogs and cats – limit of one dog or cat per household – Dogs cannot exceed 30 pounds; or
  - b) Birds – limit of two per household, no larger than a parakeet – Birds must be kept in a cage at all times; or
  - c) Fish – limit of one tank per household with a maximum capacity of 20 gallons, and no more than 20 small non-poisonous fish; or
  - d) Turtles – no more than two per household, small in size. Turtles must be kept in a cage or other container at all times.
  - e) Any other pet approved by SJPHA that does not threaten the health, safety and welfare of others.
- 6) All dog and cat owners must present proof that their pet is registered with the St. James Parish and identification tags must be worn at all times.
- 7) The tenant must be able to maintain control over their pets.

- 8) Dogs and cats must remain within the unit and not be allowed outside, unattended, at any time.
- 9) No chaining of unattended dogs permitted at any time.
- 10) Dogs must be walked while on a leash and all droppings must be removed and disposed of by the person walking the animal. Failure to do so is considered a violation of these pet rules and a \$50.00 fine will be assessed. Units, yards and SJPHA property must be kept free of odors, insect infestation and pet feces, urine, waste and litter.
- 11) Cat litter boxes are required, and must be maintained in a sanitary manner and be kept free of odors and insect infestation.
- 12) Dogs and cats must be inoculated, and neutered or spayed with proof of licensing and inoculations and the name of the veterinarian provided to SJPHA. Owners must provide a certification each year at the time of their annual reexamination that the pet continues to be in good health and has all required vaccinations. These documents will be placed in the tenant file along with a fully executed pet agreement.
- 13) Any animal that is used to threaten either people or other animals or does threaten to attack or attacks will be deemed “vicious” and barred from the development. If the tenant does not immediately remove the animal, the tenant will be in material violation of his/her lease, and may be evicted.
- 14) SJPHA, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to ensure compliance.
- 15) Pets must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing property including doors, walls, windows, screens, floors and window coverings, other units, common areas, buildings, landscaping or shrubs.
- 16) No pet is allowed at any time in community/recreation rooms, laundry rooms or other interior or exterior sitting areas.
- 17) Pet owners shall be liable for damage caused by their pets. SJPHA shall require a pet deposit of \$75.00 per pet.

If the tenant’s pet deposit does not cover the damages, management and the tenant will agree on a payment plan to pay for the damage as well as replacement of the pet deposit. Existing SJPHA residents can pay their pet deposit in three installments.

The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by SJPHA. The pet deposit will be returned to the pet owner within 30 days of the day the pet is removed or within 30 days of the day the tenant vacates the unit, whichever comes first, less deductions detailed in writing and reasonably related to the regulation of pets.

- 18) Tenants must board their pets (except for fish) away from the development or make other arrangements for the care of their pets when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires tenants to provide SJPHA with the name and phone number of a relative or friend who has agreed to assume responsibility for the pet in the event of sudden illness or death of the tenant. The SJPHA reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet.
- 19) SJPHA staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattached animal. If SJPHA is unable to perform necessary work in the unit due to an unattached animal, the tenant may be terminated and evicted for failure to allow SJPHA access to the unit.
- 20) Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of others to peaceful enjoyment of the premises. A tenant will be fully responsible for any disturbance or injury to other tenants or SJPHA staff caused by its pet. Any disturbance or injury will be a violation of the pet policy and rules and the tenant's lease, and SJPHA may at its sole discretion require the tenant to remove the pet immediately or within ten (10) days, terminate the pet owner's tenancy or both.
- 21) The SJPHA may impose fines upon tenants for the violation of any pet rule contained herein. At the time a pet owner first violates any rule, the SJPHA will send the owner a written warning and a \$50.00 fine will be assessed. This fine is in addition to any necessary costs of repair. The SJPHA may assess additional \$50.00 fines for subsequent violations, and may request the tenant to remove the pet or be subject to eviction after three violations.
- 22) Tenants or prospective tenants who claim that a particular animal is used to assist persons with disabilities and who want to be exempt from the provisions of these Pet Rules must provide SJPHA with:
  - a) A certification that the tenant or prospective tenant or a member of his or her family is a person with a disability; and
  - b) Documentation that the animal has been trained to assist persons with that specific disability and actually assists the person with that disability.

- 23) Visiting pets are only allowed with permission from the Executive Director and are subject to all of the above conditions. Any visiting pet that is in residence for more than 14 consecutive days shall no longer be considered visiting, but a permanent pet. In this instance, the pet must be registered with the SJPHA and a pet deposit is required. All rules and regulations set forth in the policy governing permanent pets shall apply.
  
- 24) These Pet Rules are posted in the SJPHA management office and are incorporated by reference into the Lease.

**ST. JAMES PARISH (LA) HOUSING AUTHORITY**

**PET PERMIT AND AGREEMENT**

I acknowledge that I have read, understand and agree to comply with all aspects of SJPCHA's Pet Policy.

I also understand that I must give to SJPCHA the name of an individual or Authority who will be contacted should I become incapable of caring for my pet(s) because of illness, incapacitation or death. That person or Authority is:

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NAME

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ADDRESS

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PHONE NO.

The pet(s) I wish to keep in my dwelling unit is:

(1)

(2)

---

DESCRIPTION

---

DESCRIPTION

---

NAME

---

NAME

---

DATE

---

DATE

---

SJPCHA REPRESENTATIVE

---

RESIDENT

---

RESIDENT

---

RESIDENT

ST. JAMES PARISH HOUSING AUTHORITY  
2627 KING AVENUE  
LUTCHER, LOUISIANA 70071

GRIEVANCE PROCEDURE



*Adopted: November 27, 2001*

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# GRIEVANCE PROCEDURE

## I. PURPOSE AND SCOPE

This Grievance Procedure sets forth the requirements, standards, and criteria established to assure the tenants of the St. James Parish Housing Authority (the Authority or SJPHA) have an opportunity for a Hearing if he or she disputes any Authority action or failure to act involving the tenants' lease or Authority regulations which adversely affect the individual tenant's rights, duties, welfare or status.

## II. APPLICABILITY

- A. This procedure applies to all grievances between individual tenants and the Authority as defined below in Section III. A.
- B. This Grievance Procedure does not apply to:
  - 1. Disputes between tenants in which the Authority is not involved;
  - 2. Any changes in Authority policies and procedures. This procedure is not intended as a forum for initiating or negotiating policy changes between a tenant or group of tenants and the Authority.
  - 3. Class grievances.
  - 4. Termination of tenancy or eviction that involves:
    - a. Any criminal or other activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the Authority; OR
    - b. Any drug-related criminal activity on or off the premises; OR
    - c. Non-payment of rent, except when the dispute involves the amount of rent owed to the Authority.
- A. The Escrow Account requirement (Section VII) does not apply to residents who have requested a financial hardship exemption from minimum rent requirements, if applicable, or who are subject to imputed welfare income because welfare benefits have been decreased because of fraud or failure to comply with requirements. The resident is not required to pay an escrow deposit for the portion of the rent attributable to the imputed welfare income.

## I. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions apply:

- A. Grievance – Any disagreement which a tenant may have with respect to Authority action or failure to act in accordance with the individual’s lease or Authority regulations which adversely affects the individual tenant’s rights, duties, welfare or status.
- B. Complainant – Any tenant whose grievance is presented to the Authority in accordance with Sections IV and V of this procedure.
- C. Elements of Due Process – Legal proceedings carried out in accordance with established rules. Any eviction or termination proceeding requires:
  - 1. Adequate notice to the tenant of the grounds for terminating his or her lease and for eviction in accordance with the tenant’s lease and/or federal and state law as applicable.
  - 2. The right of the tenant to be represented by legal counsel.
  - 3. The opportunity for the tenant to disagree with the evidence presented by the Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or fair defense which the tenant may have. The tenant may examine (and make copies of at the tenant’s own expense) all relevant documents, records, policies, and regulations of the Authority prior to the hearing for the purpose of preparing a defense.
  - 4. A decision on the merits.
  - 5. A person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the person with the opportunity to participate in a grievance hearing.
- A. Hearing Officer – A person selected by the Executive Director to hear grievances and make a decision. See Section VB.
- B. Hearing Panel – A panel selected by the Executive Director to hear grievances and to make a decision.
- C. Tenant – The adult person (or persons) other than a live-in aide who:
  - 1. Resides in the unit, and who executed the lease with the Authority as lessee of the dwelling unit, or, if no such person now resides in the unit;
  - 2. Resides in the unit, and is a remaining member of the tenant family residing in the dwelling unit.

- A. Resident Organization – Includes Resident Councils, Resident Advisory Boards, and Resident Management Corporations.
- B. Informal Meeting – Meeting held with complainant and the Authority in an attempt to resolve the grievance before going to a formal grievance hearing.
- C. Informal Grievance – Written or oral presentation of grievance by complainant to the Authority at the informal meeting.
- D. Summary of Discussion – A detailed, written document that provides information in writing on the major points discussed in the informal meeting and the Authority’s decision on the complaint.
- E. Escrow – Money held by a third party fiduciary as a good faith promise until a determination is made on what to do with the money. The escrow amount can be deposited into a bank account or held by an uninterested, independent third party with the equivalent security and accountability as a bank account.
- F. Waiver – The release of a right or claim.
- G. Trial De Nova – The right to a new trial.

**I. INFORMAL SETTLEMENT OF GRIEVANCE**

- A. If a tenant chooses to resolve his/her problem through the Grievance Procedure, he/she must request an informal meeting in writing within ten (10) business days from the date the problem originally arose.
- B. The SJPHA will schedule an informal meeting within ten (10) business days of receipt of the written request.
- C. The tenant must attend the informal meeting and personally present, either orally or in writing, the grievance so that it may be informally discussed and settled without a formal Hearing. The informal meeting shall be conducted by a staff person selected by the Executive Director, who was not involved in the original decision or is not a subordinate of the person involved in the original decision.
- D. The SJPHA must, within a reasonable time and not to exceed ten (10) business days after the informal meeting, provide a written Summary of Discussion and send it to the tenant by Registered or Certified Mail or deliver it personally with a signed receipt obtained from the tenant. A copy will be retained in the tenant’s file. The summary will specify:
  - 1. Names of participants;
  - 2. Date of the discussion;
  - 3. Nature of proposed disposition of the grievance;
  - 4. Specific reason for proposed disposition of the grievance;

5. Procedures by which a Hearing may be obtained if the tenant is not satisfied; and
  6. That the tenant has five (5) business days from the date of the summary of the discussion to request a hearing.
- A. Before a tenant can request a Hearing by a Hearing Officer the grievance must be submitted first for an informal meeting.

## **I. PROCEDURE TO OBTAIN A FORMAL HEARING**

- A. Request for a Hearing. If the tenant is dissatisfied with the final results of the informal meeting, he or she must submit a written request to the SJPHA within ten (10) business days after the receipt of the Summary of Discussion pursuant to Section IV. The written request for a formal hearing must specify the reason(s) for the grievance and the action or relief sought.
- B. Selection of Hearing Officer. Grievances at SJPHA shall be presented before a Hearing Officer. The Hearing Officer shall be an impartial, disinterested person selected by the Executive Director from a list of potential Hearing Officers. This list of potential Hearing Officers shall be compiled provided to residents for comment. The list, along with comments received, will be presented to the Board for adoption, at least annually. The person selected by the Executive Director for each grievance shall be other than the person who made or approved the SJPHA action under review or a subordinate of that person.
- C. Formal Hearing Prerequisite. All grievances shall utilize the procedures for an informal meeting as outlined in Section IV, Informal Settlement of Grievance, as a condition precedent to a hearing under Section V. If the tenant can show good cause why he/she failed to follow the procedure for an informal settlement to the Hearing Officer, the prerequisite informal settlement may be waived by the Hearing Officer.

## **I. FAILURE TO REQUEST A FORMAL HEARING**

If the tenant does not request a formal Hearing within ten (10) business days following the date of the Summary of Discussion of the informal meeting:

- A. The Authority's disposition of the grievance under Section IV as stated in the Summary of Discussion, becomes final and effective at the close of business on the fifth (5<sup>th</sup>) business day following the date of the Summary of Discussion.
- B. The failure to request a formal hearing does not waive the tenant's right to contest the SJPHA's decision in an appropriate judicial proceeding.

**I. HEARING INVOLVING AMOUNT OF RENT – ESCROW ACCOUNT**

Before a hearing can be scheduled for a grievance involving the amount of rent as defined in the lease, the tenant must:

- A. Pay the SJPHA the full amount of rent, calculated by the Authority, which was due on the first of the month preceding the month in which the grievance occurred; and
- B. Deposit this same amount of rent due into an escrow account every month until the complaint is resolved by the Hearing Officer’s decision.

If the tenant fails to comply with A and B above, the grievance process will be terminated. Failure to follow A and B above, however, does not waive any of the tenant’s rights to contest the SJPHA’s disposition of the grievance in an appropriate judicial proceeding.

The requirements described in Section VII of this Grievance Procedure may be waived by the SJPHA in extenuating circumstances.

**I. SCHEDULE OF HEARINGS**

If the tenant has met the informal meeting requirements, properly requested a formal hearing and made any necessary rental payments to the SJPHA or to an escrow account (when applicable), then the following will take place:

- A. Upon receipt of the Request for the Hearing, a formal hearing will be promptly scheduled by the Hearing Officer for a time and place reasonably convenient to both the complainant and the SJPHA. The written notification will be delivered to the tenant and appropriate Authority officials, by Registered or Certified mail, or delivered promptly with a signed receipt notice.
- B. The written notification will specify:
  - 1. The time of hearing.
  - 2. Place of hearing.
  - 3. Procedures governing the hearing.

**I. FAILURE TO APPEAR AT THE HEARING**

- A. If the tenant fails to appear at the formal hearing, the Hearing Officer may make a determination to postpone the hearing for a period not to exceed five (5) business days, or may make a determination that the non-appearing party has waived the right to a hearing.

- B. The tenant and the SJPHA will both be notified in writing of this determination by the Hearing Officer within a reasonable time.
- C. Failure of the tenant to appear at the hearing and a determination that he or she has waived the right to a hearing does not waive the tenant's right to argue the case in an appropriate judicial proceeding.
- D. Tenants may request that a formal hearing be rescheduled. This request must be made at least 2 working days of the time scheduled for the hearing. A formal hearing will be rescheduled only one time.

## **I. PROCEDURE GOVERNING HEARING**

- A. The hearing shall be held before the Hearing Officer.
- B. The tenant shall be afforded a fair hearing, which shall include:
  - 1. The opportunity to examine before the hearing, any documents, including records and regulations, that are directly relevant to the hearing. The tenant shall be allowed to copy any documents at his or her own expense. Any document requested but not made available to the tenant for examination may not be relied on by the Authority during the hearing;
  - 2. The right to be represented by counsel or other person chosen as his or her representative and to have this person make statements on the tenant's behalf;
  - 3. The right to a private hearing unless the tenant requests a public hearing;
  - 4. The right to present evidence and arguments in support of his or her complaint, to object to irrelevant evidence and request that such evidence be excluded, and to confront and cross-examine all witnesses on whose testimony or information the SJPHA or project management relies; and
  - 5. A decision based solely and exclusively upon the facts presented at the hearing.
- A. Hearing Officer may render a decision without holding the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.
- B. At the hearing, the tenant must first show that he or she is entitled to the relief sought after which the SJPHA must justify the action or failure to act as cited in the complaint.
- C. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues mentioned in the complaint

may be received without regard to admissibility under the rules of evidence applicable in judicial proceedings.

- D. The Hearing Officer shall require the SJPHA, the tenant, tenant's counsel and other participants or spectators to conduct themselves in an orderly fashion.
- E. Failure to comply with the hearing officer's call for order may result in removal of the offending person from the proceedings, termination of the hearing, or the entry of judgment by default against the offending person.
- F. The tenant or the SJPHA may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested person may purchase a copy of the transcript.
- G. Accommodation of Persons with Disability
  - 1. The SJPHA will take steps to insure that reasonable accommodation for persons with disabilities is provided so that participation in any hearing is possible. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants.
  - 2. If the tenant is visually impaired, any notice required under this Grievance Procedure must be in an accessible format.

## **XI. DECISION OF HEARING OFFICER**

- A. The Hearing Officer will prepare a written decision, including an explanation of the reasons for the decision, within ten (10) business days after the hearing.
- B. A copy of the decision will be sent to the tenant and the SJPHA at the same time. The Authority shall retain a copy of the decision in the tenant's folder.
- C. A copy of the decision, with all names and identifying references deleted, will also be maintained on file by the SJPHA and made available for inspection by a prospective tenant, his or her representative or the Hearing Officer.
- D. The decision of the Hearing Officer will be binding on the SJPHA which will take all actions, or refrain from any actions, necessary to carry out the decision unless the SJPHA Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of his/her determination, that:
  - 1. The grievance does not concern any act or failure to act on the part of the SJPHA involving the tenant's lease or SJPHA regulations which adversely affect the tenant's rights, duties, welfare or status; or
  - 2. The decision of the Hearing Officer is contrary to applicable Federal, State and/or local law, HUD regulations or requirements of the Annual

Contributions Contract between the Department of Housing and Urban  
Development and the SJPHA.

- A. A decision by the hearing officer or Authority Board of Commissioners in favor of the SJPHA, or which denies the relief requested by the tenant in whole or in part, does not waive or affect any rights the tenant may have to a trial de nova or judicial review in any judicial proceedings, which may be filed in the future.

