

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

---

**BENSON, MNHRA**

**mn014v02**

**Small PHA Plan Update, Streamlined Plan for High  
Performing PHA with fewer than 250 Public Housing Units  
Annual Plan for Fiscal Year :2002**

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

## PHA Plan Agency Identification

**PHAName:** Housing and Redevelopment Authority of Benson, MN

**PHANumber:** MN014 -01

**PHAFiscalYearBeginning:(mm/yyyy)** 04/2002

**PHA Plan Contact Information:**

Name: Jan Rohne, Executive Director, Benson HRA, 30013<sup>th</sup> Street N., Benson, MN

Phone: 320 -842-8481

TDD: TDD/voice 1 -800-627-3529

Email (if available): pvm7@willmar.com

**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

**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, 30013<sup>th</sup> Street North, Benson, MN
- PHA development management offices
- Main administrative office of the local, county or State government CITY HALL
- Public library
- PHA website
- Other - PARK VIEW MANOR AND WEST WOOD MANOR

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

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

**PHA Programs Administered:**

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

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

**i. Table of Contents**

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

<b>Contents</b>	<b><u>Page#</u></b>
<b>Annual Plan</b>	
i. Executive Summary (optional)	1
ii. Annual Plan Information 1	
iii. Table of Contents	1
1. Description of Policy and Program Changes for the Upcoming Fiscal Year 2	
2. Capital Improvement Needs 3	
3. Demolition and Disposition 4	
4. Homeownership: Voucher Homeownership Program	4
5. Crime and Safety: PHDEP Plan 5	
6. Other Information:	
A. Resident Advisory Board Consultation Process 5	
B. Statement of Consistency with Consolidated Plan 6	
C. Criteria for Substantial Deviations and Significant Amendments 7	

**Attachments**

- Attachment A: Supporting Documents Available for Review
- Attachment B: Capital Fund Program Annual Statement
- Attachment C: Capital Fund Program 5 Year Action Plan
- Attachment N/A: Capital Fund Program Replacement Housing Factor Annual Statement N/A
- Attachment N/A: Public Housing Drug Elimination Program (PHDEP) Plan
- Attachment E: Resident Membership on PHA Board or Governing Body
- Attachment F: Membership of Resident Advisory Board or Boards
- Attachment \_\_: Comments of Resident Advisory Board or Boards & Explanation of PHA Response (must be attached if not included in PHA Plan text) NOTE IN PHA PLAN TEXT
- Other (List below, providing each attachment name)
- X Attachment D: Annual Statement Capital Fund Program YR 2001
- X Attachment G: Component 3(6) Deconcentration & Income Mixing
- X Attachment H: Voluntary Conversion
- X Attachment I: ACOP

**ii. Executive Summary**

[24CFR Part 903.79(r)]

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

It is the mission of the Benson HRA to ensure that healthy, safe, affordable, and adequately maintained housing free from discrimination is available for the residents of the Benson Community. In order to achieve this we continue to recognize the resident as our customer; seek problem solving partnerships with the residents, community, and government leadership; review and update policies on a regular basis and ensure policies are enforced; act as an agent for positive necessary change, and remain committed to improve housing for the citizens of the City of Benson, while efficiently applying limited resources. The City of Benson and the surrounding area has a proportionately large elderly population. In order to help satisfy the needs of the elderly, the Benson HRA has been and continues to provide housing with elderly preference and also provides services to the elderly. We provide the only seven day a week, twenty-four hour per day assisted living services in Benson. We also provide noon meals, hair care facilities, and social activities enabling the low-income seniors in this community to age in place. There is a very active Resident's Council in both buildings, which on a voluntary basis provides the social activities in the buildings. We have exercise programs, catered dinner parties, cards, bingo, pancake breakfasts, klub dinners, flower gardens, fire drills and other activities organized by the residents. They also volunteer to assist with serving and cleanup of the noon meals, which are supplied by Prairie V Community Action. The average age of our residents is 81. We also have a Resident HRA Board member, which has been a positive experience for both the residents and the HRA Board of Commissioners. He was appointed to fill a five-year term, and will be eligible to serve two such terms. The HRA is continually working toward meeting the goal that states: 40% of admission each year must be at or below 30% of median income. We give first priority to the very low income. The Benson HRA is also continually striving to achieve the High Performer status. The capital improvement funds are a necessity in order for us to achieve this goal. The Benson HRA Board's first priority with capital improvement funds is to address the fire and safety issues which are noted in the Program Five Year Action Plan. We continue to move on with our vision for the future by keeping our focus on our customer, and providing decent, safe, and fair housing for the citizens of this community, within the constraint of our funding levels.

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

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

There are no Program changes planned for the coming year.

**THE FOLLOWING CHANGES WERE MADE TO THE BENSON HRA LEASE AGREEMENT TO ACCOMMODATE THE REQUIREMENTS BY THE MN DEPT. OF HEALTH CONCERNING NOTIFICATION TO THE RESIDENTS ABOUT THE ASSISTED LIVING PROGRAM AND THE HRA LIMITATIONS\* pages 17 -20. CHANGES TO THE BENSON HRA ADMISSION & OCCUPANCY POLICY (ACOP) 11.2 ANNUAL INCOME #15.a. -s. pages 36 -38 (these now include reference to the Federal Notices); SECTION 14.5 THE PROCESS P. 52 ADDED THE WORDS "UPON ADMISSION, OR"; APPENDIX A. NEW INCOME LIMITS FOR OCCUPANCY; NEW CEILING RENT \$341 WHICH WILL EQUAL FLAT RENT FOR SMALLER ONE BED ROOM APT. AT PVM THE REST OF THE FLAT RENTS REMAIN AS WERE PREVIOUSLY ESTABLISHED; NOTE INCOME LIMITS AND DECONCENTRATION WORKSHEET ON PAGE 93.**

**2. Capital Improvement Needs**

[24 CFR Part 903.79(g)]

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

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

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$148,500 (ESTIMATE). Also in the Public Housing Operating Fund the HRA should be eligible for approximately \$95,000 in PFS funds. All of this is contingent upon what the Federal Government appropriates.

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

D. Capital Fund Program Grant Submissions

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

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

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

The Capital Fund Program Annual Statement is provided as Attachment B & D (2001)

**3.D Demolition and Disposition**

[24CFR Part 903.79(h)]

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

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

2. Activity Description N/A

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

**4. Voucher Homeownership Program N/A**

[24CFR Part 903.79(k)]

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

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

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

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

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

[24CFR Part 903.7(m)]

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

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

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

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

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

**6. Other Information**

[24CFR Part 903.79(r)]

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

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

2. If yes, the comments are: The following items were discussed to be added to the future annual plans and also possibly can be funded from the operating budget not the items printed in italics these were additional suggestions: paint stairwells & *correct lighting problem in stairwells*; repl acelight fixtures and update balconies – *and floor on balconies* expand community room space to include beauty shop, storage lockers, additional meeting rooms and expand post office area at PVM; replace and move air handling unit in community room space near HRA Office; putt tile on floor in mechanical room; pager or cell phone for maintenance persons; new furniture in TV room, add chair for hair dryer and wall accessories for hair care area; whirlpool tub which rotate to allow for handicapped use, not ebook computer and expand linkage of computers in office; garages; *need separate phone lines for computers*; *solved drain backup problems in kitchen sinks at PVM*; *add lighting in living rooms at PVM*; *additional water fountains*; *raised flower beds*; *install exhaust fans in bathrooms*; *add telephone jacks in bedrooms at PVM*; *install ceiling fans in bedrooms*; *put acrylic cutting boards next to ranges*; *solve hot water lock problems in some apartments*; window coverings for fixed windows by elevators at WWM; install A Con 2<sup>nd</sup> and 3<sup>rd</sup> floor halls and also in laundry area at WWM; expand assisted living office into storage area; new furniture for community space areas; at WWM possibly replace roof in five or more years; *better or higher signs for reserved parking*; *install grab bars at toilets in bathrooms*; *new window treatments in community room*; *replace vanity sinks in bathrooms*; *at WWM within 10 years replace ranges*; *install more raise toilets*; *valve adjustment in showers at WWM*; *and the female residents would like a good handyman in each apartment.*

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

- The PHA changed portions of the PHA Plan in response to comments  
 A list of these changes is included  
 Yes  No: below or  
 Yes  No: at the end of the RAB Comments in Attachment \_\_\_\_.
- Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the end of the RAB Comments in Attachment \_\_\_\_.
- Other: (list below) The Benson HRA plan to address all of the above requests over the next ten year period dependent on what funds are made available to the Benson HRA. We have already addressed some of the items in the operating budget and will include some of these items if the submitted proposals of the items in the current capital funds budget are below budget. The budget will be revised to include the items mentioned in #2 above. **NOTE THE FIRST PRIORITY AT THIS TIME IS TO TAKE CARE OF FIRE AND SAFETY NEEDS FOR THE RESIDENTS WITHIN THE BUILDINGS.**

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

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

1. Consolidated Plan jurisdiction: (source is the "State of Minnesota" consolidated Plan jurisdiction) Comprehensive Housing Affordability Strategy (CHAS) dataset 1990 CHAS table

1C –A llHousehold –This information is countywide, Benson is a city with a pop. Of 3300 in Swift County, attached is the most recent census data for the city of Benson concerning Profile of General Demographic Characteristics: 2000, from U.S. Census Bureau, Census 2000

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

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- Other: (list below) WE HAVE ON FILE A LETTER FROM THE STATE OF MN WHICH STATED THE PLAN WAS CONSISTANT WITH THE LATEST (CHAS) DATASET.

3. PHA Requests for support from the Consolidated Plan Agency

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

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below) THE ORIGINAL FIVE YEAR PLAN 2000 – 2005 ASCERTIFIED BY THE STATE OF MINNESOTA

**C. Criteria for Substantial Deviation and Significant Amendments  
 FOR ALL ANNUAL PLANS FOLLOWING SUBMISSION OF THE FIRST ANNUAL PLAN THE BENSON HRA WILL INCLUDE A BRIEF STATEMENT OF THE BENSON HRA'S PROGRESS IN MEETING THE MISSION AND GOALS DESCRIBED IN THE 5 - YEAR PLAN IF THERE EXISTS A SUBSTANTIAL DEVIATION FROM ITS 5 - YEAR PLAN**

**1. Amendment and Deviation Definitions: THIS IS DEFINED BY THE BENSON HRA TO MEAN DISCRETIONARY CHANGES IN THE PLANS OR POLICIES OF THE BENSON HOUSING AUTHORITY THAT FUNDAMENTALLY CHANGE THE MISSION, GOALS, OBJECTIVES, OR PLANS OF THE BENSON HRA AND THIS ALSO REQUIRES FORMAL APPROVAL OF THE BOARD OF COMMISSIONERS. IT IS A DECISION MADE BY THE BOARD OF COMMISSIONERS TO CHANGE THE PHA'S MISSION STATEMENT, GOAL, OR OBJECTIVES IDENTIFIED IN THE 5 - YEAR PLAN. IT IS ALSO WHEN GOALS OR OBJECTIVES ARE**

**CHANGED THAT AFFECT THE RESIDENTS OR HAVE A SIGNIFICANT IMPACT TO THE PHA'S FINANCIAL SITUATION.**

**SIGNIFICANT AMENDMENT OR MODIFICATION:**

**A Significant Amendment or Modification is a change in PHA plans or policies that require formal approval by the Board of Commissioners.**

24 CFR Part 903.7(r)

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

**A. Substantial Deviation from the 5-year Plan: The Benson HRA requests approval of an amendment to the changes in the 5-Year Plan concerning some of the expenditures and the order of the work items from year to year. This became necessary because of an unexpected quick deterioration in the roof at Park View Manor, therefore the work item was moved from year 2004 to year 2001. In the process of replacing the roof the inner wall of the elevator mechanical room was disturbed, which after testing we have discovered contains asbestos. We must have this abated immediately. These funds must come from the 2001 CFP. Therefore the work items for the next five years have been reprioritized. This was approved at the 11/14/2001 Regular Board Meeting, and Board Resolution #2002-1 Approved the entire plan on January 3, 2002.**

**B. Significant Amendment or Modification to the Annual Plan: THERE ARE NONE, except for the work items as previously mentioned in (A) above.**

## Attachment A

### Supporting Documents Available for Review

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

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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Schedule of flat rents offered 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
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment SCORE IS 95.0	Annual Plan: Management and Operations
N/A	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary) No follow up plan was required.	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
N/A	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
N/A	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> 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 any active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
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
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99 -52 (HA). NOTE ACOP AND LEASE	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

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937 - Note the Benson HRA will not do a conversion of its units.	Annual Plan: Conversion of Public Housing - Statement in Plan the Benson HRA will not do a conversion of units.
N/A	Approved or submitted public housing home ownership programs/plans	Annual Plan: Home ownership
N/A	Policies governing any Section 8 Home ownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Home ownership
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8 SEEACOP	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E This is included in all construction documents.	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 WE have none on going at this time.	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHDEP) semi -annual performance report	Annual Plan: Safety and Crime Prevention
N/A	PHDEP-related documentation: <ul style="list-style-type: none"> <li>· Baseline law enforcement services for public housing developments assisted under the PHDEP plan;</li> <li>· Consortium agreement/s between the PHA participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHA participating in a consortium as specified under 24 CFR 761.15);</li> <li>· Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities;</li> <li>· Coordination with other law enforcement efforts;</li> <li>· Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and</li> <li>· All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP plan.</li> </ul>	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) <input checked="" type="checkbox"/> check here if included in the public housing A&O Policy	Pet Policy

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings NO FINDINGS	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)



**Annual Statement/Performance and Evaluation Report**  
**ATTACHMENT D**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary**

<b>PHA Name:</b> Housing and Redevelopment Authority of Benson Benson HRA	<b>Grant Type and Number</b> Capital Fund Program: MN46P014501 -01 Capital Fund Program Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b>  2001
------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------

Original Annual Statement     
  Reserve for Disasters/Emergencies     
  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 03/31/2002     
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non -CFP Funds				
2	1406 Operations	8,190	8,190	8,190	8,190
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	105,396	130,046	60,177	60,177
11	1465.1 Dwelling Equipment — Nonexpendable	9,020	9,020		
12	1470 Nondwelling Structures	24,650	0		
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2 -19)	147,256	147,256	68,367	68,367
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				



<b>Annual Statement/Performance and Evaluation Report ATTACHMENT D</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)</b> <b>Part II: Supporting Pages</b>								
PHA Name: Benson HRA		Grant Type and Number Capital Fund Program #: MN46P014501-01 Capital Fund Program Replacement Housing Factor #:				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 Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Admin. Assistant	1406	1	8,190	8,190	8,190	8,190	100%
14-01PVM	Replace roof	1460	1	0	51,444	51,444	51,444	100%
14-01PVM	Asbestos removal elev. Machinery room	1460	1	0	8,733	8,733	8,733	100%
14-01PVM	Replace unit doors and hardware, ext. drs	1460	53 doors	37,700	50,000			
14-01PVM	Replace 2 1/2 inch ranges with 24 inch ranges	1465.1	22 ranges	9,020	9,020			
14-03WWM	Replace sheet vinyl in units	1460	20 units	13,440	15,969			
14-03WWM	Install handicap grab bars toilets	1460	39 units	0	3,900			
MN14-01PVM	Replace air handling unit	1460	1	15,000	0			
MN14-01PVM	Replace & relocate air conditioner comm. space	1460	1	16,756	0			
MN14-01PVM	Maint & Mech. Rm paint & tile floor	1460	Lumpsum	13,000	0			
MN14-01PVM	Exterior storage shed, brick ext.	1470	1	24,650	0			
MN14-03WWM	Move 5 heads irrig. system	1460	5	1,000	0			
MN14-03WWM	Repair Exterior Brick	1460	Lumpsum	8,500	0			





**CAPITAL FUND PROGRAM TABLES START HERE**

<b>Annual Statement/Performance and Evaluation Report ATTACHMENT B</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PH Name:</b> BENSONHRA		<b>Grant Type and Number</b> Capital Fund Program Grant No: MN46P01450102 Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>  2002
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non -CFP Funds				
2	1406 Operations	10,900			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	6,200			
8	1440 Site Acquisition				
9	1450 Site Improvement	7,000			
10	1460 Dwelling Structures	52,700			
11	1465.1 Dwelling Equipment — Nonexpendable				
12	1470 Nondwelling Structures	62,000			
13	1475 Nondwelling Equipment				
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 ATTACHMENT B					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHAName: BENSONHRA		Grant Type and Number Capital Fund Program Grant No: MN46P01450102 Replacement Housing Factor Grant No:		Federal FY of Grant:  2002	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> 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	6,200			
21	Amount of Annual Grant: (sum of lines 20-26)	145,000			
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				





### Capital Fund Program Five - Year Action Plan ATTACHMENT C

Part I: Summary

PHA Name-BensonHRA		MN46P014501		<input type="checkbox"/> Original 5 - Year Plan <input checked="" type="checkbox"/> Revision No: 1	
Development Number/Name/HA -Wide	Year 1	Work Statement for Year 2 FFY Grant: 2002 PHAFY: 04/2002	Work Statement for Year 3 FFY Grant: 2003 PHAFY: 04/2003	Work Statement for Year 4 FFY Grant: 2004 PHAFY: 04/2004	Work Statement for Year 5 FFY Grant: 2005 PHAFY: 04/2005
	Annual Statement				
14-01PVM		112,100	133,700	13      3,250	
14-03WWM		22,000			132,780
<b>HA-Wide</b>		10,900	11,300	11,750	12,220
CFPFunds Listed for 5 -year planning		145,000	145,000	145,000	145,000
Replacement Housing Factor Funds					





## PHA Public Housing Drug Elimination Program Plan

N/A

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

**Section 1: General Information/History**

**A. Amount of PHDEP Grant \$ \_\_\_\_\_**

**B. Eligibility type (Indicate with an "x")**                      **N1 \_\_\_\_\_ N2 \_\_\_\_\_ R \_\_\_\_\_**

**C. FFY in which funding is requested \_\_\_\_\_**

**D. Executive Summary of Annual PHDEP Plan**

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

**E. Target Areas**

Complete the following table by indicating each PHDEPT target Area (development or site where activities will be conducted), the total number of units in each PHDEPT target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area. Unit count information should be consistent with that available in PIC.

PHDEPT Target Areas (Name of development(s) or site)	Total # of Units within the PHDEPT Target Area(s)	Total Population to be Served within the PHDEPT Target Area(s)

**F. Duration of Program**

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

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

**G. PHDEP Program History**

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs havenot been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund Balance should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Dates should include any HUD -approved extensions or waivers. For grant extensions received, place "GE" in column or "W" for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant#	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Grant Start Date	Grant Term End Date
FY1995						
FY1996						
FY1997						
FY1998						
FY1999						

**Section 2: PHDEP Plan Goals and Budget**

**A. PHDEP Plan Summary**

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

**B. PHDEP Budget Summary**

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

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

**C. PHDEP Plan Goals and Activities**

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

<b>9110 - Reimbursement of Law Enforcement</b>		<b>Total PHDEP Funding: \$</b>
Goal(s)		
Objectives		

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

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

<b>9116 -Gun Buyback TAMatch</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

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

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

<b>9140 – Voluntary Tenant Patrol</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

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

<b>9160 - Drug Prevention</b>					<b>Total PHDEP Funding: \$</b>		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators

1.							
2.							
3.							

<b>9170 -Drug Intervention</b>					<b>Total PHDEP Funding:\$</b>		
Goal(s)							
Objectives							
Proposed Activities	#of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/Source)	Performance Indicators
1.							
2.							
3.							

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

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



**Required Attachment \_\_E\_\_: Resident Member on the PHA Governing Board**

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

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

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

- Elected
- Appointed

C. The term of appointment is (include the date term expires): 12/31/2004

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

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

B. Date of next term expiration of a governing board member: 12/31/2002

C. Name and title of appointing official( s) for governing board (indicate appointing official for the next position): THE MAYOR OF THE CITY OF BENSON, MN, PAUL KITTELSON APPOINTS THE HR BOARD MEMBER WITH THE RECOMMENDATION OF THE BENSON CITY COUNCIL. OPENINGS ARE ADVERTISED IN THE LOCAL PAPER, CITIZENS OF BENSON ARE INVITED TO APPLY FOR THE VARIOUS BOARDS INCLUDING THE BENSON HRA BOARD. THE APPLICATIONS ARE REVIEWED BY THE CITY COUNCIL.

**Required Attachment F \_\_\_\_\_: Membership of the Resident Advisory Board or Boards**

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

THE RESIDENTS ADVISORY BOARDS ARE THE RESIDENTS COUNCILS AT EACH BUILDING (PARK VIEW MANOR AND WESTWOOD MANOR). THE RESIDENT COUNCILS CONSIST OF TWO REPRESENTATIVES FROM EACH FLOOR OF THE BUILDING, PLUS THE ELECTED OFFICERS. AT PARK VIEW MANOR THERE ARE A TOTAL OF 16 ON THE ADVISORY BOARD. THIS BUILDING HAS 70 UNITS, AND AT WESTWOOD MANOR THERE ARE A TOTAL OF 9 RESIDENTS ON THE ADVISORY BOARD. THIS BUILDING HAS 39 UNITS. ALSO ALL RESIDENTS ARE ENCOURAGED TO ATTEND ALL MEETINGS.

THE CHAIRMAN OF THE PARK VIEW MANOR'S RESIDENTS COUNCIL IS WALTER MUNSTERMAN AND THE CHAIRWOMAN OF WESTWOOD'S RESIDENT COUNCIL IS LILLIAN JERGENSON.

**ATTACHMENT G**  
**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.

THE AVERAGE INCOME OF ALL UNITS AT THE BENSON HRA IS \$10,022.  
 PARK VIEW MANOR'S AVERAGE INCOME IS \$9,627 AND WESTWOOD  
 MANOR'S AVERAGE INCOME IS \$10,417.

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name :	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]
Park View Manor	68 (1 bdr)	Ave. income \$9,627, 96% of ave.	
Westwood Manor	38 (1 bdr)	Ave. income \$10,417, 104% of Ave.	

Component 10(B) Voluntary Conversion Initial Assessments

**VOLUNTARY CONVERSION ATTACHMENT H**

Park View Manor and Westwood Manor serve primarily elderly residents. We have a very active Assisted Living Program. About 25% of the residents contract with Central MNS Senior Care who provide the Assisted Living Services to our residents. Others contract with Swift County Family Services or Home Health Agency through Swift County Benson Hospital. Ninety Three percent of our residents fall in the very low -income category. The average age of the residents is 81. If the Benson HRA did a conversion it would adversely affect the availability of much needed low -income senior housing with services in the Benson community. This is to certify it is not appropriate to do a conversion at this time.

a) How many of the PHA's developments are subject to the Required Initial Assessments? Zero

b) How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? Two

1. How many Assessments were conducted for the PHA's covered developments? 0
2. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: N/A

Development Name	Number of Units
NONE	

e) If the PHA has not completed the Required Initial Assessments, describe the status of these assessments. N/A

**ATTACHMENT I**

**HOUSING AND  
REDEVELOPMENT  
AUTHORITY OF  
BENSON, MINNESOTA  
mn014v01 (REV./11/2001)**

**ADMISSION AND CONTINUED  
OCCUPANCY POLICY  
&  
GRIEVANCE PROCEDURE**

**APPROVED: 11/14/2001**

## MN014v01(rev/11/2001) A COPTABLE OF CONTENTS

---

<b>1.0 FAIRHOUSING .....</b>	<b>7</b>
<b>2.0 REASONABLE ACCOMMODATION.....</b>	<b>7</b>
2.1 COMMUNICATION.....	8
2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION.....	8
<b>3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS     AND RESIDENTS .....</b>	<b>9</b>
<b>4.0 FAMILY OUTREACH .....</b>	<b>10</b>
<b>5.0 RIGHT TO PRIVACY .....</b>	<b>10</b>
<b>6.0 REQUIRED POSTINGS .....</b>	<b>10</b>
<b>7.0 TAKING APPLICATIONS.....</b>	<b>11</b>
<b>8.0 ELIGIBILITY FOR ADMISSION.....</b>	<b>12</b>
8.1 INTRODUCTION.....	12
8.2 ELIGIBILITY CRITERIA .....	12
8.3 SUITABILITY .....	16
8.4 GROUNDS FOR DENIAL.....	17
8.5 INFORMAL REVIEW .....	19
<b>9.0 MANAGING THE WAITING LIST .....</b>	<b>19</b>
9.1 OPENING AND CLOSING THE WAITING LIST.....	20
9.2 ORGANIZATION OF THE WAITING LIST .....	20
9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST .....	20
9.4 PURGING THE WAITING LIST .....	20
9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST .....	21
9.6 MISSED APPOINTMENTS .....	21
9.7 NOTIFICATION OF NEGATIVE ACTIONS .....	51
<b>10.0 TENANT SELECTION AND ASSIGNMENT PLAN .....</b>	<b>51</b>
10.1 PREFERENCES .....	51
10.2 ASSIGNMENT OF BEDROOM SIZES .....	57
10.3 SELECTION FROM THE WAITING LIST .....	58
10.4 DECONCENTRATION POLICY .....	59
10.5 DECONCENTRATION INCENTIVES .....	59
10.6 OFFER OF A UNIT .....	59
10.7 REJECTION OF A UNIT.....	60
10.8 ACCEPTANCE OF A UNIT.....	60
<b>11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS</b>	

<b>FROM INCOME .....</b>	<b>61</b>
11.1 INCOME.....	62
11.2 ANNUAL INCOME .....	64
11.3 DEDUCTIONS FROM ANNUAL INCOME .....	38
11.4 RECEIPT OR NOTICE FROM HUD CONCERNING INCOME.....	39
11.5 COOPERATING WITH WELFARE AGENCIES.....	39
<b>12.0 VERIFICATION.....</b>	<b>40</b>
12.1 ACCEPTABLE METHODS OF VERIFICATION .....	40
12.2 TYPES OF VERIFICATION.....	40
12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS.....	43
12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS.....	44
12.5 TIMING OF VERIFICATION.....	45
12.6 FREQUENCY OF OBTAINING VERIFICATION .....	45
<b>13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT.....</b>	<b>45</b>
13.1 FAMILY CHOICE .....	45
13.2 THE FORMULA METHOD .....	46
13.3 MINIMUM RENT .....	46
13.4 THE FLAT RENT .....	47
13.5 CEILING RENT .....	47
13.6 RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE .....	48
13.7 UTILITY ALLOWANCE & EXCESS UTILITY CONSUMPTION.....	49
13.8 PAYING RENT .....	50
<b>14.0 CONTINUED OCCURRENCE AND COMMUNITY SERVICE.....</b>	<b>51</b>
14.1 GENERAL.....	51
14.2 EXEMPTIONS .....	51
14.3 NOTIFICATION OF THE REQUIREMENT .....	82
14.4 VOLUNTEER OPPORTUNITIES .....	52
14.5 THE PROCESS .....	52
14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT .....	53
14.7 OPPORTUNITY FOR CURE .....	53
<b>15.0 RECERTIFICATIONS .....</b>	<b>84</b>
15.1 GENERAL.....	54
15.2 MISSED APPOINTMENTS.....	54
15.3 FLAT RENTS .....	54
15.4 THE INCOME METHOD.....	55
15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS .....	56
15.6 INTERIM REEXAMINATIONS .....	56
15.7 SPECIAL REEXAMINATIONS.....	57
15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM SPECIAL REEXAMINATIONS .....	57

**16.0 UNIT TRANSFERS ..... 57**

16.1 OBJECTIVES OF THE TRANSFER POLICY ..... 88

16.2 CATEGORIES OF TRANSFERS ..... 58

16.3 DOCUMENTATION ..... 89

16.4 INCENTIVES FOR TRANSFERS ..... 89

16.5 PROCESSING TRANSFERS ..... 59

16.6 COST OF THE FAMILY'S MOVE ..... 60

16.7 TENANTS IN GOOD STANDING ..... 61

16.8 TRANSFER REQUESTS ..... 61

16.9 RIGHT OF THE BENEFITARY IN TRANSFER POLICY ..... 92

**17.0 INSPECTIONS ..... 62**

17.1 MOVE-IN INSPECTIONS ..... 62

17.2 ANNUAL INSPECTIONS ..... 62

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS ..... 62

17.4 SPECIAL INSPECTIONS ..... 62

17.5 HOUSEKEEPING INSPECTIONS ..... 93

17.6 NOTICE OF INSPECTION ..... 63

17.7 EMERGENCY INSPECTIONS ..... 63

17.8 PRE-MOVE-OUT INSPECTIONS ..... 63

17.9 MOVE-OUT INSPECTIONS ..... 63

**18.0 PET POLICY ..... 63**

18.1 EXCLUSIONS ..... 63

18.2 PETS IN PUBLIC HOUSING ..... 64

18.3 APPROVAL ..... 64

18.4 TYPES AND NUMBER OF PETS ..... 64

18.5 INOCULATIONS, LICENSE, AND IDENTIFICATION ..... 64

18.6 PET DEPOSIT ..... 65

18.7 FINANCIAL OBLIGATION OF RESIDENTS ..... 65

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY ..... 65

18.9 DESIGNATION OF PET AREAS ..... 66

18.10 VISITING PETS ..... 67

18.11 REMOVAL OF PETS ..... 67

**19.0 REPAYMENT AGREEMENTS ..... 68**

**20.0 TERMINATION ..... 68**

20.1 TERMINATION BY TENANT ..... 68

20.2 TERMINATION BY THE HOUSING AUTHORITY ..... 68

20.3 ABANDONMENT ..... 69

20.4 RETURN OF SECURITY DEPOSIT ..... 70

**21.0 SPECIAL PROGRAMS (ASSISTED LIVING) ..... 71**

**1. GRIEVANCE PROCEDURE ..... 73**

*GLOSSARY*..... 79

*ACRONYMS*..... 90

*APPENDIX A – INCOME LIMITS, CEILING, FLAT, MINIMUM RENTS*..... 91

*APPENDIX B – SECURITY DEPOSIT*..... 92

*APPENDIX C – UTILITY ALLOWANCE*..... 92

*APPENDIX D – EXCESS UTILITY CHARGES*..... 93

*DECONCENTRATION WORKSHEET*..... 93



# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

---

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

## **1.0 FAIR HOUSING**

It is the policy of the Benson Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Benson Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

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

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

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

## **2.0 Reasonable Accommodation**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Benson Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Benson Housing Authority will follow in determining

whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Benson Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## 2.1 Communication

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

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

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

## 2.2 Questions to Ask in Granting the Accommodation

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

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

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

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

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

1. Would the accommodation constitute a fundamental alteration?

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

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

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

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

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

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

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

### **3.0 Services For Non -English Speaking Applicants and Residents**

The Benson Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non -English speaking families, by contacting the local school Language Department, or other bilingual staff at area colleges, technical schools, or Human Service Offices.

#### 4.0 Family Outreach

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

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

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

#### 5.0 Right to Privacy

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

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

#### 6.0 Required Postings

In its office, the Benson Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

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

- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Benson Housing Authority Notices

### 7.0 Taking Applications

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

**Benson HRA Office  
Park View Manor  
30013<sup>th</sup> Street North  
Benson, MN 56215**

Applications are taken to compile a waiting list. One waiting list will be maintained for all low rent projects. The waiting list will consist of apparently eligible applicants, based on type and size of unit required, factors affecting local preference, and date and time the application was received. Application forms will be completed to the extent that all factors of eligibility and preference factors are included and a determination can be made to the Authority on this eligibility status of the applicant.

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

Applications may be made in person at the **Benson HRA Office, 30013<sup>th</sup> St. N, Benson, MN, Monday – Friday, between 10 a.m. and 5 p.m.** Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Benson Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(1-800-627-3529)**.

The application process will involve two phases. The first phase requires the family to provide basic information which also aids establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

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

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

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

## 8.0 Eligibility For Admission

### 8.1 Introduction

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

### 8.2 Eligibility Criteria

#### A. Family status.

1. A **family** is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.

- b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
    - b. Two or more persons who are at least 62 years of age living together; or
    - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  3. A **near elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
    - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
    - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  4. A **disabled family**, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities;
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.
    - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  6. A **remaining member of a tenant family**.

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

B. Income eligibility

1. To be eligible for admission to Park View Manor which was available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to Westwood Manor which became available for occupancy on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area. (See exception in Appendix A)
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Benson Housing Authority.
5. If the Benson Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
  1. Income limit restrictions do not apply to families transferring within our Public Housing Program.
  2. The Benson Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.
  3. If there are no eligible families on the waiting list and the Benson Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, **families above the applicable income limit** may be housed. They must be given at least a

30 day notice and must vacate the unit if an eligible family applies after they are in occupancy.

C. Citizenship/Eligibility Status

2. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
3. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Federal Register 5/12/1999 and also section 13.6 for calculating rents under the non-citizen rule).
  - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

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

E. Signing Consent Forms

4. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Benson Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Benson Housing Authority to verify with previous or current employers

income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 Suitability

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Benson Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development, environment, other tenants, Benson Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Benson Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  - 3. History of disturbing neighbors or destruction of property;
  - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and

5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Benson Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Benson Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Benson Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### 8.4 grounds for denial

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

- A. Do not meet anyone or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a

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

- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug -related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or caused damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug -related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug -related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Benson Housing Authority may waive this requirement if:
  - 1. The person demonstrates to the Benson Housing Authority's satisfaction that the person is no longer engaging in drug -related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Benson Housing Authority staff or residents;

- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

### 8.5 Informal Review

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

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

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

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

### 9.0 Managing the Waiting List

## 9.1 Opening and Closing the Waiting List

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

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

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

## 9.2 Organization of the Waiting List

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

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

## 9.3 Families Nearing the Top of the Waiting List

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

## 9.4 Purging the Waiting List

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

## 9.5 Removal of Applicants From the Waiting List

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

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

• ***MISSED APPOINTMENTS***

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

The Benson Housing Authority will allow the family to reschedule for good cause.

Generally, no more than one opportunity will be given to reschedule without good cause,

and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Benson Housing Authority will work closely with the

family to find a more suitable time. Applicants will be offered the right to informal

review before being removed from the waiting list.

## 9.7 Notification of Negative Actions

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

## 10.0 Tenant Selection and Assignment Plan

### 10.1 Preferences

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

**LOCAL PREFERENCES:** Preferences will always be given to the elderly, handicapped and disabled. Other preferences will be given in the order listed below. Applicant must qualify for the preference at the time of selection. An applicant loses the preference if the situation has changed or cannot be documented. If two or more applicants have identical preferences, selection will be made on an equal basis in order of application date and time.

4. Eligible elderly, handicapped, and disabled persons.
5. Eligible elderly, handicapped, and disabled applicants within HUD guidelines for very low income. Twenty five units at Westwood Manor have been granted a waiver of the very low income guidelines due to the number of vacancies. Applicants for this housing can be below income range.
6. Near Elderly
7. Singles

Additional Local Preferences:

- Involuntary Displacement – may be public or private displacement which has occurred or will be occurring within 6 months of verification. Types of Involuntary Displacement are:
  8. Government Action by U.S., State, or Local Unit including code enforcement, public improvement or development;
  9. Natural Disaster such as a fire or flood which results in the applicant's unit being uninhabitable. Verification of government or disaster displacement is obtained from an appropriate government agency;
  10. Displacement by inaccessibility of unit: An applicant family is involuntarily displaced if: 1) a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and 2) the owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation;
  11. Owner's Action, that is, beyond the applicant's ability to control or prevent, occurs despite an applicant's having met all conditions of occupancy, and is other than a rent increase or eviction (for cause). The reason for a tenant's involuntary displacement by owner action (but are not limited to): Conversion of the unit to non-rental or non-residential use; closing of the unit for rehab, or any reason owner wants the unit for personal or family use or occupancy; sale of the unit, which requires the unit to be vacant when possession is transferred; any other legally authorized act that results or will result in withdrawal of the unit from the rental market; an owner's decision not to renew an applicant's lease. Verification of owner action is obtained from the owner or his agent.

An applicant loses the preference if they obtain "standard replacement housing" before selection. This is housing that is: a) Decent, safe and sanitary; b) Adequate for the family size; c) Permanent and occupied pursuant to a lease or occupancy agreement.

5. Domestic Violence of a recent of Continuing Nature which results in

the applicant: vacating a unit because of domestic violence; or living in a unit with an individual who engages in such domestic violence.

violence

family by a

a. "Domestic violence" means actual or threatened physical directed against one or more members of the applicant

spouse or other member of the applicant's household.

b. For an applicant to qualify as involuntarily displaced because of

domestic violence;

occurred

recently or is of a continuing nature; and

in

2. The applicant **must certify** that the person who engaged

unless

such violence **will not** reside with the applicant family

family is

the HRA has given advance written approval. If the

the

admitted, the HRA may deny or terminate assistance to

family for breach of this certification.

For Domestic Abuse Displacement, replacement housing does not include a shelter or the return to the abuser's residence.

Verification of Domestic Violence Displacement is accomplished through written Confirmation from police, social service agencies, courts, clergymen, physicians, or public or private shelters or counseling facilities.

· Substandard Housing Preference is given for residents of inadequate housing and for the homeless.

12. A Housing Unit is substandard if:

- Is dilapidated;
- Does not have operable indoor plumbing;
- Does not have useable flush toilet inside the unit for the exclusive use of the family;
- Does not have useable bathtub or shower inside the unit for the exclusive use of the family;

- Does not have electricity or has unsafe or inadequate electrical service;
- Does not have a safe or adequate source of heat;
- Should, but does not, have a kitchen, or;
- Has been declared unfit for human habitation by an agency or unit of government.

13. A Housing Unit is dilapidated if:

a. The unit does not provide a safe and adequate shelter, and in its

present condition endangers the health, safety, or well

being of

a family; or

combination of

b. The unit has one or more critical defects, or a

require

intermediate defects in sufficient number or extent to

involve

considerable repair or rebuilding. The defects may

neglect or

original construction, or may result from continued

lack of repair from serious damage to the structure.

Verification of Substandard Housing is by a written statement from a local government agency or the applicant's landlord.

C. The Homeless Family includes any person or family that: Lack a fixed, regular and adequate nighttime residence; and also has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); an institution providing temporary residence for a person intending to be institutionalized, or; a public or private place not designed for or intended for use as sleeping accommodations for human beings.

A "Homeless Family" does not include individuals imprisoned or detained by an Act of Congress or a State Law.

*Verification of a Homeless Condition is obtained through written confirmation from a public or private shelter or from the local police department or social service agency.*

Rent Burden – Given to families or individuals paying more than 50% if their income for rent for at least 90 days.

D. The definition of rent includes:

1. The monthly amount due under a lease of occupancy agreement between

canceled

a family and the family's current landlord. Verification is by

the

checks or money orders, copies of rental documents or through

the landlord.

2. The cost of family  
the  
applicant, either by: The PHA utility allowance, or; The average  
monthly utility payments actually made for the most recent 12  
months,  
energy  
or other appropriate period, reduced by any amounts paid by an  
the  
assistance program. Verification is by bills, receipts, or through  
utility company.

3. A manufactured home and pad. Total "rent" includes the  
mortgage  
payment, pad rental, and utilities. Verification is by mortgage  
documents, rental agreements, and utility bills.

4. Charges under the occupancy agreement between members and a  
cooperative. Verification is by a copy of an occupancy agreement.

An application does not qualify for a "Rent Burden" preference if: 1) the applicant has  
been paying more than 50% of income for rent for less than 90 days; and 2) the applicant  
is paying more than 50 % of income of family rent for a unit because the applicant's  
housing assistance for occupancy of the unit, under any of the following programs, has  
been terminated because of the applicant's refusal to comply with applicable program  
policies and procedures on the occupancy of underoccupied and overcrowded units. (The  
Section 8 programs or Public Housing programs under the United States Housing Act of  
1936; the Rent Supplement Program under Section 101 of the Housing and Urban  
Development Act of 1965; or Rental Assistance Payments under Section 236(f)(2) of the  
National Housing Act.).

An applicant may claim qualifications for a Local Preference by certifying to the Benson  
HRA that the family qualifies for a Local Preference. The HRA must accept this  
certification, unless the HRA verifies that the applicant is not qualified for Local  
Preference.

**PROHIBITION OF PREFERENCE:** If an applicant was evicted for drug -related criminal  
activity the HRA may not give preference to an applicant if any member of the family is  
a person who was evicted during the past three (3) years because of drug -related criminal  
activity from housing assisted under the 1937 Housing Act Program. However; the HRA  
may give an admission preference in any of the following cases:

- 14. The HRA determines that the evicted person has successfully completed a  
rehabilitation program approved by the HRA;
- 15. The HRA determines that the evicted person clearly did not participate in or  
know about the drug related activity;
- 16. The HRA determines that the evicted person no longer participates in any drug -  
related criminal activity.

**VERIFICATION OF LOCAL PREFERENCES:** Before an applicant is admitted on the basis of a Local preference, the applicant must provide information needed by the HRA to verify that the applicant qualifies for a Local preference because of the applicant's current status. Once the HRA has verified an applicant's qualification for a Local preference, the HRA need not require the applicant to provide information needed by the HRA to verify such qualifications again unless:

- The HRA determines re-verification is desirable because a long time has passed since verification; or
- The HRA has reasonable grounds to believe that the applicant no longer qualifies for a Local preference.

**RESTRICTIONS ON AN APPLICANT'S PREFERENCE STATUS:**

1. Applicants must qualify for a preference at the time of selection. An applicant loses the preference if they obtain "standard replacement housing" before selection. This would be housing that is: Decent, safe, and sanitary; Adequate for the family size. (the PHA occupancy standard defines "adequate" size); Permanent and occupied pursuant to a lease or occupancy agreement.
2. An applicant is not involuntarily displaced if they moved from an assisted unit because of failure to comply with program policies on under or over occupancy.
3. The "rent burden" preference does not apply if the applicant is now paying more than 50% of income for rent because assistance was terminated for failure to comply with program policies on under or over occupancy.
4. Single room occupancy units are not considered substandard.

Applicants who do not qualify for the Local preference are placed next on the waiting list arranged by date and time of application and are selected only after all Local preference applicants according to HUD Policies.

The Authority in selecting eligible applicants to fill available units of suitable sizes shall give second consideration to the HUD APPROVED LOWER INCOME RANGE AND WILL FOLLOW THE SAME LOCAL PREFERENCES AS APPLIED TO THE HUD APPROVED VERY LOW INCOME RANGE satisfying the HUD directive that 40% of the admission each year beat 30% or less of median income.

17. Individual and families displaced by a natural disaster in a declared disaster area, or by governmental action.
18. The urgency of housing needs. In determining need the following will be considered:
  - a. The degree of substandard factors present in the existing housing of the applicant.
  - b. The gross rent paid for present housing as a percentage of annual income.
  - c. Domestic Violence of a Recent or Continuing Nature.
  - d. Homeless Family
19. Date and time of application.

**EFFECT OF CURRENT RESIDENCE IN ASSISTED HOUSING:** No applicant is to be denied a Local preference for which the family otherwise qualified on the basis that the applicant already resides in assisted housing; for example, the actual condition of the housing unit must be considered, or the possibility of involuntary displacement resulting from domestic violence must be evaluated.

**NOTICE AND OPPORTUNITY FOR A MEETING WHERE LOCAL PREFERENCE IS DENIED**

20. If the HRA determines that an Applicant does not qualify for a Local preference claimed by the applicant, the HRA must promptly give the applicant written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet an HRA representative to review the determination. The meeting may be conducted by any person or persons designated by the HRA, whom may be an officer or employee of the HRA, including the person whom made or reviewed the determination or a subordinate employee.

*B. The Applicant may exercise other rights if the Applicant believes that he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability; or familial status*

Based on the above preferences, all families in preference one will be offered housing before families in preference two, all families in preference two will be offered housing before families in preference three, and all families in preference three will be offered housing before all families in preference four.

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

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

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

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

## 10.2 Assignment of Bedroom Sizes

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
Small 1 bdrm, PVM	1	2
Large 1 bdrm, all others	1	2
2-care taker units	2	4


1. Dwelling should be assigned so that, except possibly in the case of infants and very young children, the parent(s) has a separate bedroom.
2. The age, sex, and relationship of the members of the family will be taken into consideration in assigning unit sizes; persons of different generations, persons of the opposite sex (other than married couples, or couples who have a marital relationship), and unrelated adults, will be assigned separate bedrooms. In any case, minors of the opposite sex, six years or older, will not be required to share the same bedroom.

C. Units will be assigned so that the living room is not used for sleeping purposes. In order to prevent underutilization of space and permit efficient and economical use of scarce housing resources, the above mentioned standards will determine the number of bedrooms required to accommodate a family of a given size.

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

Such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a large size unit, or a different unit type, such as a handicapped adapted unit, than is required. Such family shall be advised that they will be transferred to the proper type of size unit as soon as one becomes available. In no event should waiver action be taken to assign smaller units to families than established in the maximums.

### 10.3 Selection From the Waiting List

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

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

## 10.4 DECONCENTRATION POLICY

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

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. If the average income (adjusted for unit sizes) at one development varies from the agency wide average by more than 50%, the Benson HRA will offer incentives to eligible applicants to accept unit assignments which will reduce the disparity. (Benson HRA Board Resolution #99-9). Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

## 10.5 Deconcentration Incentives

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

*Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and non-discriminatory manner. Some of these may include: skip a head on the waiting list or the Housing Authority will waive the payment of the Security Deposit. These incentives will only be used if the HRA as a problem meeting the deconcentration goals.*

## 10.6 Offer of a Unit

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

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

Authority regarding the offer. If the letter is mailed outside of Swift County a family will be given 10 business days from the date the letter was mailed to contact the Benson Housing Authority.

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

## 10.7 Rejection of Unit

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

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

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

## 10.8 Acceptance of Unit

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

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

A lease will be signed and dated by the head of the household and other adult family members. The head of the household is the person who assumes legal and moral responsibility for the household. The lease is to be current at all times and must be compatible with Authority Policies, Federal regulations, and state and local law. Notices of Rent Adjustments will be issued to amend the dwelling

lease. This procedure provides formal acknowledgment of the rent change and must be signed by both parties.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, house rules, supportive assisted living services, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty days written notice is given each affected tenant setting forth the proposed modification, the reasons for each change, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be: delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each building in which the affected dwelling units are located, as well as in the Authority Office. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

**The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Benson Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.**

**The family will pay a security deposit at the time they accept the unit, but not later than at the time of lease signing. The security deposit for tenants is \$300.00 and the pet deposit for a dog, cat, or for a one or two birds in one cage is \$300.00 (see appendix B). Note only one pet is allowed per apartment.**

In exceptional situations, the Benson Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

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

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

#### **11.0 Income, Exclusions From Income, and Deductions From Income**

To determine annual income, the Benson Housing Authority counts the income of all family members, excluding the types and sources of income that are

specifically excluded. Once the annual income is determined, the Benson Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

## 11.1 Income

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

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

Annual income includes, but is not limited to:

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

death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

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

Forces. (Special pay to a member exposed to hostile fire is excluded.)

## 11.2 Annual income

Annual income does not include the following:

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

of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

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

first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion. Additionally, this exclusion is only available to the following families:
    - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
    - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
    - c. Families who are or were, within 6 months, assisted under a State TANF program. TANF includes both regular monthly income and one-time benefits and/or services that total at least \$500 over a six month period. (24 CFR 960.255(a)(iii))

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.) The percentage of incremental earnings to be excluded during the second 12 months after the date of first employment is 50%.
  12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
  13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
  14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- 3. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 50044(g), 5058);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626©);
- d. Income derived from certain submarginal land of the U.S. that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health & Human Services' Low -Income Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)); (effective July 1, 2000, reference to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94 -540, 90 Stat. 2503 -04);
- h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407 -1408);
- i. Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under Federal work -study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

- Payments received from Programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
  - Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to The settlement in *In Re Agent -Orange* product liability litigation, M.D.L.No.381(E.D.N.Y.);
  - Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
  - The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
  - Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(J));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub.L.95 -433);
- p. Allowances, earnings and payments to the AmeriCorps participants Under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
4. Any allowance paid under the provisions of 38 U.S.C. 1805 to a Child suffering from spina bifida who is the child of a Vietnam Veteran (38 U.S.C. 1805);
  5. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or

Reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

6. Allowances, earnings and payments to individuals participating in Programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

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

### 11.3 Deductions from annual income

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three (3) percent of annual income:
  7. Unreimbursed medical expenses of any elderly family or disabled family; and
  8. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

#### ***RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME***

A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the Benson HRA Office for income verification within thirty (30) days of receipt by the resident.

- The Executive Director shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication.

This shall be done as promptly as possible.

- After the reconciliation is complete, the Benson Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Benson Housing Authority shall do one of the following:

1. Immediately collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income; or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

#### ***COOPERATING WITH WELFARE AGENCIES***

The Benson Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- To target assistance, benefits and services to families receiving assistance in the public housing program to achieve self-sufficiency; and
- To provide written verification to the Benson Housing Authority concerning welfare benefits for families applying for or receiving assistance in our housing assistance program

### **12.0 Verification**

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

#### **12.1 Acceptable Methods of Verification**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be

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

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

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

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

## 12.2 Types of verification

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
		certificate, etc.
Eligible immigration status	INSSAVE confirmation #	INSCard
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live -in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, caregivers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth



### 12.3 Verification of Citizenship or Eligible Noncitizen Status

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD214 Form.

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

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

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

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

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

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

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

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

## 12.4 Verification of Social Security Numbers

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

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

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

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

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

## 12.5 Timing of Verification

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

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

## 12.6 Frequency of Obtaining Verification

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

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

### **13.0 Determination of Total Tenant Payment and Tenant Rent**

#### **13.1 Family Choice**

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method and using the ceiling rent (this will be discontinued effective October 1, 2002) if applicable, or having their rent set at the flat rent amount.

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

#### **13.2 The Formula Method**

The total tenant payment is equal to the highest of:

- 1. 10% of monthly income;
- 2. 30% of adjusted monthly income; or Ceiling Rent (discontinued 10/1/2002)
- 3. The minimum rent of \$0.00
- D. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

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

### 13.3 MINIMUM RENT

The Benson Housing Authority has set the minimum rent at \$ **0.00**. However, if the family requests a hardship exemption, the Benson Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is waiting for an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

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

### 13.4 The Flat Rent

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

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

### 13.5 CEILING RENT

The Benson Housing Authority has set a ceiling rent for each public housing unit using the amounts from the HUD table for Section 8 Fair Market Rents for Swift County. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30 -day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. This type of rent will be phased out within three years according to (24 CFR Parts 5,960,966, and 984 dated 4/30/1999). Ceiling Rents will be phased out effective 10/01/2002. At that time the ceiling rents will be adjusted to the same level as Flat rents and will be known as Flat rents. Utility allowances are deducted from Ceiling Rents.

The Benson Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners. (See appendix A).

### 13.6 Rent for Families under the Noncitizen Rule

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

- A. The family was receiving assistance on June 19, 1995;

- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

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

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

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

### 13.7 Utility allowance

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

The utility allowance will be subtracted from the family's formula, Ceiling Rent, or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family (Westwood Manor) owes each month to the Benson Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

For Benson Housing Authority paid utilities, the Benson Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Benson Housing Authority will be billed to the tenant monthly. (Park View Manor)

For current Utility Allowances see appendix C.

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

Families with high utility costs are encouraged to contact the Benson Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Benson Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant -paid utility costs may be granted by the Benson Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

**EXCESS UTILITY CONSUMPTION** : Where the utilities are included in the contract rent, the Authority will charge each tenant for utility usage in excess of necessary amounts. These charges will be determined by the HRA by contacting

*the area utility suppliers and determining the cost for actual usage. The amount will then be determined by the HRA. The residents will be notified of these changes according to HUD Guidelines. These charges are due and payable in the HRA Office in addition to their monthly rental payment.*

**EXCESS UTILITY CHARGES:** Tenants utilizing the following appliances and/or services are required to pay the following amounts:

**Headbolt Heaters:** When in use, \$1 0.00 per month NOVEMBER - MARCH  
Or \$1.00 per day.

**Units Check -metered:** Electrical charges exceeding the established base will be

Billed quarterly at the current utility rate. MN014001  
(See Appendix D)

### 13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **(Benson HRA Office between the first and fifth of the month during regular business hours or at Westwood Manor between 10:30 a.m. and 12 p.m. on the third of the month).** Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as rent payment.

If the rent is not paid by the fifth of the month, it will be considered delinquent, unless a written agreement had been made with the HRA Office prior to the first of the month requesting an extension of the due date. If the tenant fails to make payment by the fifth day of the month, or the date of the written agreement, a late notice will be sent; if the rent has not been paid by the tenth day of the month, a second late notice will be sent; if the rent has not been paid by the 15<sup>th</sup> day of the month a third late notice will be sent along with an eviction notice.

### 14.0 Continued Occupancy and Community Service

#### 14.1 General

In order to be eligible for continued occupancy, each adult family member must either (1) contribute **eight hours per month** of community service (not including political activities) within the community in which the public housing development is located, or (2) **participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described** unless they are exempt from this requirement.

#### 14.2 Exemptions

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

requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary caregiver for someone who is blind or disabled as set forth in Paragraph B above.
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act, or TANF, or under any other State welfare program, including welfare-to-work and who are in compliance with that program

### 14.3 Notification of THE Requirement

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

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 4/1/01. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

### 14.4 Volunteer Opportunities

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

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

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

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

#### 14.5 The Process

Upon Admission or at the first annual reexamination on or after April 1, 2001, and each annual reexamination thereafter, the Benson Housing Authority will do the following :

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

#### 14.6 Notification of Non-compliance with Community Service Requirement

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

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

#### 14.7 Opportunity for cure

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

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

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Benson Housing Authority shall take action to terminate the lease.

#### 15.0 Recertifications

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

#### 15.1 General

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

they may contact staff to request an accommodation of their needs.

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

## 15.2 MISSED APPOINTMENTS

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

## 15.3 Flat Rents

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A factsheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  1. The family's income has decreased.
  2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Benson Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could

expect, and the approximate date upon which a future rent increase could become effective.

- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

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

#### 15.4 THE INCOME METHOD

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

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

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or Ceiling Rent (expires 10/1/2002)
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$0.00, but never more than the ceiling rent.

#### 15.5 Effective Date of Rent Changes for Annual Reexaminations

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

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

be effective as scheduled on the anniversary date.

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

## 15.6 Interim Reexaminations

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

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

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

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

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

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

recalculate the tenant's rent. If a social security adjustment has been made since the last recertification and the medicare cost has increased, therefore increasing the medical expense, both the new social security amount, SSI adjustment, or other pension cost of living adjustments will be put into the requested review, along with the medicare adjustment and with additional other medical expense.

### 15.7 Special Reexaminations

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

### 15.8 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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

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

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

## 16.0 Unit Transfers

### 16.1 Objectives of the Transfer Policy

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.

- E. To provide an incentive for families to assist in meeting the Benson Housing Authority's de-concentration goal.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

## 16.2 Categories of Transfers

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

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

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

## 16.3 Documentation

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

## 16.4 Incentive transfers

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to another multifamily development, or to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary caregiver to others with disabilities;

- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed the Benson Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.
- G. Participates in a series of classes conducted by the Benson Housing Authority on basic home and yard care.

## 16.5 Processing Transfers

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

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

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

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed a reasonable time to move not to exceed sixty (60) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

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

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Benson Housing Authority and the family rejects two offers without good cause, the Benson Housing Authority will take action to terminate their tenancy. If the reason

for the transfer is that the current unit is too small to meet the Benson Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.

- C. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include de-concentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

## 16.6 Cost of the family's move

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

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

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

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

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

## 16.7 Tenants in good standing

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

## 16.8 Transfer Requests

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

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

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

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

## 16.9 Right of the Benson Housing Authority in transfer policy

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

## 17.0 Inspections

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

### 17.1 Move-in Inspections

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

### 17.2 Annual Inspections

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

### 17.3 Preventative maintenance inspections

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, GFI outlets, emergency call bells, appliances, door closers, grouting in the tile in the showers, condition of the cupboards, doors, walls, and flooring; checks for leaks; and provides an opportunity to change range hood filters; window maintenance; faucet maintenance; and provide other minor servicing that extends the life of the unit and its equipment.

### 17.4 Special Inspections

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

### 17.5 Housekeeping Inspections

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

### 17.6 Notice of inspection

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

### 17.7 Emergency Inspections

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



Ownership Form that must be fully completed before the Housing Authority will approve the request. The Pet deposit shall be held by the Benson HRA until the resident moves out and will be fully refunded with interest, according to State Law, provided that no pet related damage has been done to the premises. Amounts necessary to repair such damage or fumigation if necessary shall be deducted from the rental and pet deposit.

#### 18.4 Types and Number of Pets

The Benson Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered. Birds may be one single bird or a pair of birds in one cage.

Only one (1) pet is allowed per apartment.

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

Pets cannot be kept, bred or used for any commercial purpose.

***Size Limitation:***

The residents must be able to carry the animal that is his pet.

#### 18.5 Inoculations, license, and identification requirements for dogs and cats

In accordance with City Ordinance, each dog shall be licensed annually and shall wear a valid animal license tag at all times. In addition, a dog owned by a resident shall wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Each dog owner shall be required to have his/her dog re-inoculated against rabies no less than every thirty-six (36) months.

A cat owned by a resident shall wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address and telephone number. Each cat owner shall be required to have his/her cat re-inoculated against rabies no less than every twelve (12) months.

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian shall be annually filed with the Benson HRA to attest to the inoculations.

***SPAYING OR NEUTERING REQUIREMENTS*** – Each female dog and cat over six (6) months of age shall be spayed and each male dog or cat over eight (8)

months of ages shall be neutered.

## 18.6 Pet Deposit

A pet deposit of \$300 is required at the time of registering a pet (dog, cat, or one cage with a bird or a pair of birds). The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

## 18.7 Financial Obligation of Residents

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Benson Housing Authority harmless from any claims caused by an action or inaction of the pet.

## 18.8 Nuisance or Threat to Health or Safety

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

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

Pets who make noise (barking, howling, growling, chirping, biting, chewing, scratching or others such activities) continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

Each dog or cat shall be kept on leash and/or carried when being taken outside of the owner's apartment. The dog or cat shall always be accompanied by, and in the direct control of an adult. Only one (1) dog or one (1) cat at a time shall be allowed in the elevator.

A pet owner shall physically control or confine his/her pet during the times when PHA employees, agents of the PHA or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

### ***Unattended Pets:***

Residents who own pets shall be, or shall arrange for others to be responsible for their pet at all times. If any pet is left unattended and it is determined by the PHA that the pet is in distress or suffering from lack of care, or if the pet is causing a disturbance to others, the PHA may, at its sole discretion, enter the pet owner's

apartment, remove the pet and deliver it or cause it to be delivered to the proper authorities. The PHA accepts no responsibility for the pet under such circumstances.

***Improperly Cared for Pets:***

If it is determined by the PHA that a pet owner is no longer capable of properly caring for a pet, the PHA may, at its sole discretion, require that the pet be removed from the owner's immediate possession and control.

## 18.9 Designation of Pet Areas

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste. This area is the north side of the concrete patio at Westwood Manor and the area by the parking lot on the east side of the building at Park View Manor. Building entrance areas, walkways, and parking lots are to be avoided as places for pets to deposit wastes. Each cat owner shall provide a litter box for his/her cat. Each litter box shall be kept within the pet owner's apartment. No less than every other day, the litter box shall be cleaned and accumulated wastes properly wrapped and disposed of in the containers provided.

In no event shall pet wastes or litter box material be disposed of through sinks, toilets or trash chutes.

***Pet Bathing Restrictions:***

The bathing of a pet shall not be permitted in the building's laundry or in a tub/shower room.

***Pet Enclosure Restrictions:***

A pet owner shall not alter the physical structure of his/her apartment or apartment balcony, if applicable, in order to create an enclosure for a pet.

***Miscellaneous Rules:***

With the exception of assistive animals no pet shall be allowed in the community room, laundry rooms, public restrooms, lobby (other than to pass through), beauty shop, hallways, T. V. Room, maintenance room, or any office at Park View or Westwood Manors. The pet owner shall not take a pet into the apartment of another resident without the explicit permission of that resident.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our buildings. This shall be implemented based on demand for this service.

## 18.10 Visiting Pets

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

### 18.11 REMOVAL OF PETS

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Benson Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

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

Resident who violate any of the preceding conditions shall be subject to the following actions by the Benson HRA:

1. If a Pet caused harm to any person, the pet's owner shall be required to permanently remove the pet from building within twenty-four (24) hours of written notice from the Benson HRA. Said pet owner may also be subject to termination of his/her dwelling lease.
2. A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the building within ten (10) days of written notice from the Benson HRA. Said pet owner may also be subject to termination of his/her lease.

The Benson Housing Authority Grievance Procedure shall be applicable to all individual grievances or disputes arising out of violations of this policy.

#### ***PARKVIEW MANOR AND WESTWOOD MANOR PET COMMITTEES:***

The Pet Committee shall consist of the Floor Captains in the Resident's Council at each building. The Pet Committee shall promote and facilitate the reasonable and satisfactory co-existence of residents and pets; may in the event of non-compliance by any pet owner, recommend to the PHA management the appropriate action to be taken against said pet owner; and may make recommendations to the building Resident's Council, and the PHA's concerning policies and procedures related to pets and pet owners.

### 19.0 Repayment Agreements

When a resident owes the Benson Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Benson Housing Authority allow them to enter into a Repayment Agreement. The Benson

Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

## 20.0 Termination

### 20.1 Termination By Tenant

The tenant may terminate the lease at any time upon submitting a one month plus one day written notice as defined in the Lease Agreement. If the tenant vacates prior to the end of the notice period, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### 20.2 Termination By the Housing Authority

Twelve months after the Benson Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- J. Any criminal activity on the property or drug -related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Benson Housing Authority;
- K. Non-compliance with Non -Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Pattern of illegal use of a controlled substance and/or alcohol abuse that the HRA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- N. Other good cause.

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

### 20.3 Abandonment

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

When a unit has been abandoned, a Benson Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. The HRA then has a claim against the resident for reasonable costs and expenses incurred in removing the property and in storing and caring for the property and the HRA can collect from the resident all moving and storage costs. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Benson Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The Benson Housing Authority may sell or otherwise dispose of the property sixty (60) days after the Benson HRA receives actual notice of abandonment or sixty (60) days after it reasonably appears to the HRA that the resident has abandoned the premises, whichever date occurs last. At least fourteen (14) days prior to the sale, the HRA agrees to make reasonable efforts to notify the resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the resident's last known address or likely living quarters if that is known by the HRA. The HRA shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The HRA may use the money from the sale to pay off any debt the residents owe to the HRA.

Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Benson Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Benson Housing Authority will mail it to the family. If the family's address is not known, the Benson Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Benson Housing Authority.

Within **(twenty one)** days of learning of an abandonment, the Benson Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

## 20.4 Return of Security Deposit

After the Resident has deposited the Security Deposit with the Benson HRA, the HRA will hold the security deposit for the period that the Tenant occupies the dwelling unit. The HRA will not use the Security Deposit for rent or other charges while the resident is living in the dwelling unit.

Within 21 days after the resident has permanently moved out of the dwelling unit the HRA shall return the Security Deposit with interest (5% simple interest per annum before October 1, 1984; 5.5% per annum thereafter; 4% simple interest per annum after April 27, 1992, thereafter the current rate as approved by Minnesota State Law minus whatever amount is needed to pay the cost of:

1. unpaid rent
2. repair of damages that exceed normal wear and tear (intentional or negligent damages to the unit caused by resident, household members or guests) as listed on the move-out Inspection Report; and
3. other charges due under the Lease as long as a forwarding address has been furnished to the HRA. Interest due begins on the first day of the month following the payment of the Security Deposit.

If the resident disagrees with the amounts deducted, the HRA agrees to meet with the Tenant to discuss the charges.

The Benson Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **(twenty-one days according to Minnesota State law)**.

## 20.0 SPECIAL PROGRAMS

**ASSISTED LIVING PROGRAM:** The Benson Housing Authority has contracted with Central Minnesota Senior Care, Inc., who is licensed by the Minnesota Department of Health as a provider for this service. This service is optional to each resident. Park View Manor and Westwood Manor are registered with the Minnesota

Department of Health as Elderly Housing with Services Establishments. Residents who have contracted with Central Minnesota Senior Care, Inc. for these services will be billed directly by them for the Assisted Living Services.

Assisted Living Services, as defined by Minnesota Statute section 256B.0911, refers to supportive services provided by a single vendor to two or more approved clients who reside in apartments in the same apartment building of ten or more units. These services may include care coordination, the cost of preparing one or more nutritionally balanced meals per day, general oversight, and other supportive services which the vendor is licensed to provide according to sections of MN State Law 144A.43 to 144A.49.

Assisted Living Services are defined as up to twenty-four (24) hour supervision and oversight, supportive services, individualized home care aid tasks, and individualized home management tasks provided to residents of a residential center living in their apartments with full kitchens and bathroom.

Individualized means that services are chosen and designed specifically for each resident's needs, rather than provided to or offered to all residents regardless of their illness, disabilities, or physical conditions.

Supportive Services mean:

socialization (when socialization is part of the plan of care, has specific goals and outcomes established, and is not diversional or recreational in nature); assisted clients in setting up meetings and appointments; and providing transportation (when provided by the residential center only).

Home Care Aide Task means:

1. preparing modified diets, such as diabetic or low sodium diets;
2. reminding resident to take regularly scheduled medications or perform exercises;
3. household chores in the presence of technically sophisticated medical equipment or episodes of acute illness or infectious disease;
4. household chores when the resident's care requires the prevention of exposure to infectious disease or containment of infectious disease; and
5. assisting with dressing, oral hygiene, hair care, grooming, and bathing, if the resident is ambulatory and has no serious acute illness or infectious disease. Oral hygiene means care of teeth, gums, and oral prosthetic devices.

Home Management Tasks Mean:

6. housekeeping
7. laundry
8. preparation of regular snacks and meals; and
9. shopping

## ELIGIBILITY CRITERIA

Applicants must:

- Reside in Park View Manor or Westwood Manor
- Have a complete Pre-Admission Screening
- Be someone for whom a safe and cost effective plan of care can be developed;
- Be able and willing to cooperate with the care plan;
- Be functionally oriented to the environment
- Be able to appropriately manage any incontinence
- Not have behaviors endangering to self or others
- Be able to transfer independently or have an available caregiver capable of completing a transfer.

Service directions shall be provided by the resident with oversight services provided by the Assisted Living provider.

On-going evaluation and/or assessment will be conducted by Swift County Family Service Agency to determine client/tenant eligibility.

Assisted Living Provider will inform the Benson Housing Authority of any problems relating to lease compliance by participants in the Assisted Living Program.

Residents receiving Assisted Living Services may be eligible for additional Medical Assistance (MA) home health and private duty nursing services and waiver services such as extended home health aid or extended skilled nursing services. Individuals receiving Assisted Living Services cannot receive additional homemaking and extended personal care assistant (PCA) services under the waiver as these services are provided as part of the Assisted Living Services.

Costs for rent and direct food costs will be covered by other resources such as retirement income, Minnesota Supplemental Aid (MSA) or Supplemental Security Income (SSI).

## **21.0 PUBLIC HOUSING GRIEVANCE PROCEDURE HOUSING AND REDEVELOPMENT AUTHORITY OF BENSON, MINNESOTA**

---

### **1.0 RIGHT TO A HEARING**

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

### **2.0 DEFINITIONS**

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Benson Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations

which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning termination of tenancy or eviction that involves any activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the Benson Housing Authority or to class grievances.

- B. **"Complainant"** shall mean any resident whose grievance is presented to the Benson Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
  - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  - 2. Right of the resident to be represented by counsel;
  - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  - 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
  - 1. Who resides in the unit and who executed the lease with the Benson Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
  - 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0(D)), shall mean within the time period indicated in a notice from Benson Housing Authority of a

proposed action which would provide the basis for a grievance if the resident has received a notice of proposed action from the agency.

### **3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Benson Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

### **4.0 PROCEDURES TO OBTAIN A HEARING**

#### **4.1 Request for hearing**

The resident shall submit a written request for a hearing to the Benson Housing Authority office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

#### **4.2 Selection of a Hearing Officer**

A grievance hearing shall be conducted by an impartial person appointed by the Benson Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Benson Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Benson Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

#### **4.3 Failure to request a hearing**

If the resident does not request a hearing in accordance with this section, then the Benson Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Benson Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### 4.4 Hearing prerequisite

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### 4.5 Escrow deposit

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Benson Housing Authority claims is due, the resident shall pay to the Benson Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Benson Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Benson Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payments shall not constitute a waiver of any right the resident may have to contest the Benson Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow is waived.

#### 4.6 Scheduling of hearings

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Benson Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

### 5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Benson Housing Authority does not make the document available for examination upon request by the resident, the Benson Housing Authority may not rely on such document at the

grievance hearing.

- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Benson Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Benson Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Benson Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

**6.0 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status**

The participant family may request that the Benson Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

**7.0 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Benson Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Benson Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Benson Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Benson Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Benson Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Benson Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

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

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

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

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

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

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

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

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

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

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

**Economic Self-sufficiency Program :** Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

(24CFR 5.403)

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

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

**Extremely low -income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

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

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

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

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

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly

income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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

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

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

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

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

**Imputed Welfare Income :** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

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

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

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

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

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

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

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

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

**Mixed Population Development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

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

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

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be

excluded.

- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, an any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

**Participant:** A family or individual that is assisted by the public housing program.

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

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long -continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired

immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

For purposes of qualifying for low -income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously Unemployed :** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the public housing program, the processing entity is the responsibility entity.

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

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed -finance project that are assisted by a PHA with capital or operating funds.

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

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

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

**Responsible Entity:** means the PHA administering the program under an ACC with HUD

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

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

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

**Specified Welfare Benefit Reduction:**

**A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.**

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. because a family member has not complied with other welfare agency requirements.

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

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

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

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

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

**Total Tenant Payment (TTP):**

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

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

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

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

**Very Low -Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.)

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

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

**ACRONYMS**

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

APPENDIX A

INCOME LIMITS FOR OCCUPANCY

#IN FAMILY \* LOWER INCOME EVERY LOW INCOME EVERY VERY LOW INCOME

1	\$26,400	\$16,500	\$9,900
2	\$30,150	\$18,850	\$11,300

\*Persons/families in this category are NOT ELIGIBLE for occupancy in the following projects

Project # MN46P014003 – Westwood Manor

Or an exception has been made for Twenty -five apartments at Westwood Manor due to our vacancy problem for the past five (5) years, persons in the LOWER INCOME RANGE may be admitted in twenty -five units (25). (1987)

- There are only a LIMITED NUMBER OF UNITS available for families in this income category in the following project: Project # MN465P014003 – Westwood Manor.

DATE APPROVED: 05 /09/2001

**CEILING RENT**

The provisions of 24 CFR 913.107(a) have been waived so the Benson Housing Authority may utilize

ceiling rents. This decision is based on the need for rent relief for tenants paying rents that are excessive compared to the Section 8 Fair Market Rents for the Area. The Authority may charge tenants in both Park View and Westwood Manor the Section 8 Fair Market Rents for Swift County. This currently is \$341 for a one (1) bedroom apartment. This will be adjusted on an annual basis with the approval of the Minneapolis - St. Paul Area HUD Office. Ceiling rents are scheduled to be phased out over the next three year period (phase out effective 10/01/2002)

DATE APPROVED: 11/14/2001

**MINIMUM RENT**

\$0.00 MINIMUM RENT

DATE APPROVED: 9/28/1999

**FLAT RENT**

Westwood Manor \$365  
 Park View Manor apt. 201, 202, 205, 206; 301 -308; 401-408; 501-508; 601-608; 701-708

**\$341**

Park View Manor apt. 204, 207 -210; 309 -312; 409 -412; 509 -512; 609 -612; 709 -712

**\$352**

DATE APPROVED: 11/14/2001

**APPENDIX B**

**SECURITY DEPOSIT**

The Security Deposit for residents of elderly housing is \$300.00

Owners of dogs, cats, and birds are required to register the pet with the HRA office and pay an additional security deposit of: **\$300.00**

A limit of One or Two birds in one cage and only one cage is permitted.

In any case only one pet will be allowed per apartment. Pets are permitted in the following PHA Projects: Park View Manor and Westwood Manor.

DATE APPROVED: 11/08/2000

RESOLUTION# 2000-8

**APPENDIX C**

**UTILITY ALLOWANCES**

1 Bedroom

2 Bedroom

MN446P014003

Westwood Manor Electricity **\$18.00**

This amount to be subtracted from Gross Rent each month. Tenant pays the balance. This is contract rent.

The utility allowance is based on utility consumption of major appliances such as refrigerator, range, minor electric appliances such as toasters, can openers.

Tenants may supply and use other major appliances with Authority approval, (e.g. air conditioners, freezers, oxygen machines), but the utility cost of these appliances is borne by the resident.

DATE APPROVED: 5/09/2001

APPENDIX D

**EXCESS UTILITY CHARGES**

Tenants utilizing the following appliances and/or services are required to pay the following amounts:

Headbolt Heaters: When in use: **\$10.00** per month NOVEMBER - MARCH

Or **\$1.00** per day.

Units Check - metered: Electrical charges exceeding the established base will be billed

Quarterly at the

current utility rate. MN014001

DATE APPROVED: 12/17/1997

RESOLUTION # 97-13

Income Limits and Deconcentration Worksheet

See ACOPMN014v01 (rev/11/2001) Sec. 10.4

Development Name	Number of Units Under ACC	Number of Occupied Units	Ave. Income of Unit	Are Ave. Inc. above or below 85%-115% of the ave. inc. of All develop.?
Park View Manor	68 (1 bdrm. u.)	68 (1 bdrm. u.)	\$9,627	No, 96% of Ave.
Westwood Manor	38 (1 bdrm. u.)	38 (1 bdrm. u.)	\$10,417	No, 104% of Ave.

**Attachment F**  
**Statement of Progress in Meeting the 5 -Year Plan**  
**Mission and Goals**

**GOAL Expands supply of assisted housing**

*The Monroe Housing Commission is negotiating with the area community mental health agency to develop supportive housing for the disabled.*

**GOAL Improve quality of assisted housing. Increase customer satisfaction by improving response time of routine maintenance.**

*We have shortened the time it takes to report work orders to the maintenance department. We have also expanded our preventive maintenance program in conjunction with our annual inspections. The Monroe Housing Commission has successfully shortened the time it takes for work orders to be done day or less.*

**GOAL Provide an improved living environment. Implement public housing security improvements. Develop a cooperative agreement with the Monroe Police Department.**

*The Monroe Housing Commission has entered into a written cooperative Agreement that identifies common goals and responsibilities of the Commission and the Police Department:*

- 1. The reporting of crime in the PHA's public housing projects*
- 2. The enforcement of the "One Strike And You're Out" policy*
- 3. Screening of applicants for criminal activity*
- 4. Implementation of crime prevention measures*

*In addition, the Monroe Housing Commission has employed their security personnel.*

**GOAL Ensure equal opportunity and affirmatively further fair housing. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of units required. Develop housing opportunities for persons with disabilities.**

*The Monroe Housing Commission has:*

- 1. Increased the number of accessible units in its inventory.*
- 2. Modified units to accommodate the hearing impaired.*
- 3. Partnered with a local agency to provide resources and training for persons with disabilities.*
- 4. Agreed in principle to co-sponsor new supportive housing in Monroe for the disabled.*

**AttachmentB**

<b>AnnualStatement/PerformanceandEvaluationReport</b>					
<b>CapitalFundProgramandCapitalFundProgramReplacementHousingFactor(CFP/CFPRHF)PartI:Summary</b>					
<b>PHAName:</b> MonroeHousingCommission		<b>GrantTypeandNumber</b> CapitalFundProgramGran tNo: <b>MI28P01150102</b> ReplacementHousingFactorGrantNo:			<b>FederalFYofGrant:</b>  <b>2002</b>
<input checked="" type="checkbox"/> <b>OriginalAnnualStatement</b> <input type="checkbox"/> <b>ReserveforDisasters/Emergencies</b> <input type="checkbox"/> <b>RevisedAnnualStatement(r evisionno: )</b> <input type="checkbox"/> <b>PerformanceandEvaluationReportforPeriodEnding:</b> <input type="checkbox"/> <b>FinalPerformanceandEvaluationReport</b>					
Line No.	SummarybyDevelopmentAccount	TotalEstimatedCost		TotalActual Cost	
		Original	Revised	Obligated	Expended
1	Totalnon -CFPFunds				
2	1406Operations				
3	1408ManagementImprovements				
4	1410Administration				
5	1411Audit				
6	1415LiquidatedDamages				
7	1430FeesandCosts	47,000			
8	1440Site Acquisition				
9	1450SiteImprovement	11,690			
10	1460DwellingStructures	529,983			
11	1465.1DwellingEquipment —Nonexpendable				
12	1470NondwellingStructures				
13	1475NondwellingEquipment				
14	1485Demolition				
15	1490Replacement Reserve				
16	1492MovingtoWorkDemonstration				
17	1495.1RelocationCosts				
18	1499DevelopmentActivities				
19	1501CollaterizationorDebtService				
20	1502Contingency				
21	AmountofAnnualGrant:(sumoflines2 –20)	588,673			
22	Amountoffline21RelatedtoLBPActivities				
23	Amountoffline21RelatedtoSection504compliance				
24	Amountoffline21RelatedtoSecurity –SoftCosts				

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

PHAName: <b>Monroe Housing Commission</b>	Grant Type and Number Capital Fund Program Grant No: <b>MI28P01150102</b> Replacement Housing Factor Grant No:	Federal FY of Grant: <b>2002</b>
----------------------------------------------	----------------------------------------------------------------------------------------------------------------------	-------------------------------------

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
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**

PHAName: <b>Monroe Housing Commission</b>	Grant Type and Number Capital Fund Program Grant No: <b>MI28P01150102</b> Replacement Housing Factor Grant No:	Federal FY of Grant: <b>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	
MI11 -3 Scattered Sites	A&E	1430		47,000				
	Porch repair	1460	7	9,380				
	Basement repair	1460	5	28,304				
	Siding replacement	1460	8	55,000				
	Roof replacement	1460	11	58,572				
	Door replacement	1460	100	34,290				
	Window replacement	1460	20	35,000				
	Landscaping repair	1460	6	11,690				
	Furnace replacement	1460	10	30,000				
	Water heater replacement	1460	12	13,440				

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

PHAName: <b>Monroe Housing Commission</b>		Grant Type and Number Capital Fund Program Grant No: <b>MI28P01150102</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>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	
	Electric service	1460	7	29,000				
	Floor replacement	1460	15 units	38,892				
	Painting	1460	5 units	10,626				
	Baseboard replacement	1460	2,500 lin. ft.	6,678				
	Kitchen cabinets	1460	6 sets	45,000				
	Kitchen plumbing	1460	4 units	5,750				
	Electrical repair	1460	18 units	25,270				
	Wall/ceiling repair	1460	11 units	30,716				
	Tubs and fixtures	1460	14	36,540				
	Insulation	1460	7,500 sq. ft.	10,000				
	Gutters	1460	800 lin. ft.	2,500				
	Miscellaneous	1460		25,025				

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

PHAName: <b>Monroe Housing Commission</b>		Grant Type and Number Capital Fund Program Grant No: <b>MI28P01150102</b> Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2002</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)	Reasons for Revised Target Dates		



**AttachmentC**

**CapitalFundProgramFive -YearActionPlan  
PartI:Summary**

PHAName <b>MonroeHousingCommission</b>		<input checked="" type="checkbox"/> Original5 -YearPlan <input type="checkbox"/> RevisionNo:			
Development Number/Name/HA- Wide	Year1	WorkStatementforYear2 FFYGrant:2003 PHAFY:2003	WorkStatementforYear3 FFYGrant:2004 PHAFY:2004	WorkStatementforYear4 FFYGrant:2005 PHAFY:2005	WorkStatementforYear5 FFYGrant :2006 PHAFY:2006
	Annual Statement				
PHA-Wide		588,673	588,673	588,673	588,673
CFPFundsListedfor 5-yearplanning		588,673	588,673	588,673	588,673
ReplacementHousing FactorFunds					

**CapitalFundProgramFive -YearActionPlan  
PartII:SupportingPages —WorkActivities**

Activitiesfor Year1	ActivitiesforYear:2 FFYGrant:2003 PHAFY:2003			ActivitiesforYear:3 FFYGrant:2004 PHAFY:2004		
	<b>Development Name/Number</b>	<b>MajorWork Categories</b>	<b>EstimatedCost</b>	<b>Development Name/Number</b>	<b>MajorWork Categories</b>	<b>EstimatedCost</b>
See	PHA-Wide	ReplacementReserve	588,673	PHA-Wide	ReplacementReserve	588,673
Annual						
Statement						
	<b>TotalCFPEstimatedCost</b>		\$588,673			\$588,673



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

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

Ms. Virginia Agler  
20 N. Roessler Street Apt. 105 Monroe, MI 48162

Mrs. Vi Souva  
20 N. Roessler Street Apt. 607 Monroe, MI 48162

Ms. Laura Leege  
306 Theodore Drive Monroe, MI 48162

Mr. and Mrs. Curt Faunce  
406 Johnson Rolfe Drive Monroe, MI 48162

Mr. and Mrs. Larry Steakley  
904 Greenwood Avenue, Apt. D  
Monroe, MI 48162

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

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

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

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

- Elected
- Appointed

C. The term of appointment is (include the date term expires): August 25, 1997 through January 8, 2006

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

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

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

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

# ACOPTABLEOFCONTENTS

---

<b>1.0</b>	<b>FAIRHOUSING</b>	<b>1</b>
<b>2.0</b>	<b>REASONABLEACCOMMODATION</b>	<b>1</b>
2.1	COMMUNICATION	2
2.2	QUESTIONSTOASK INGRANTINGTHEACCOMMODATION	2
<b>3.0</b>	<b>SERVICESFORNON -ENGLISHSPEAKINGAPPLICANTSANDRESIDENTS</b>	<b>4</b>
<b>4.0</b>	<b>FAMILYOUTREACH</b>	<b>4</b>
<b>5.0</b>	<b>RIGHTTOPRIVACY</b>	<b>4</b>
<b>6.0</b>	<b>REQUIREDPOSTINGS</b>	<b>4</b>
<b>7.0</b>	<b>TAKINGAPPLICATIONS</b>	<b>5</b>
<b>8.0</b>	<b>ELIGIBILITYFORADMISSION</b>	<b>6</b>
8.1	INTRODUCTION	6
8.2	ELIGIBILITYCRITERIA	6
8.3	SUITABILITY	10
8.4	GROUNDSFORDENIAL	11
8.5	INFORMALREVIEW	13
<b>9.0</b>	<b>MANAGINGTHEWAITING LIST</b>	<b>14</b>
9.1	OPENINGANDCLOSINGTHEWAITINGLIST	14
9.2	ORGANIZATIONOF THEWAITINGLIST	14
9.3	FAMILIESNEARINGTHE TOPOFTHEWAITING LIST	14
9.4	PURGINGTHEWAITINGLIST	15
9.5	REMOVALOFAPPLICANTSFROMTHEWAITINGLIST	15
9.6	MISSEDAPPOINTMENTS	15
9.7	NOTIFICATIONOF NEGATIVEACTIONS	15
<b>10.0</b>	<b>TENANTSELECTIONAND ASSIGNMENTPLAN</b>	<b>16</b>
10.1	PREFERENCES	16
10.2	ASSIGNMENTOFBEDROOMSIZES	17
10.3	SELECTIONFROM THEWAITINGLIST	18
10.4	DECONCENTRATIONPOLICY	19
10.5	DECONCENTRATIONINCENTIVES	19
10.6	OFFEROFAUNIT	19
10.7	REJECTIONOFUNIT	20
10.8	ACCEPTANCEOFUNIT	20
<b>11.0</b>	<b>INCOME,EXCLUSIONSFROMINCOME ,ANDEDUCTIONSFROM INCOME</b>	<b>21</b>
11.1	INCOME	22
11.2	ANNUALINCOME	25
11.3	DEDUCTIONSFROM ANNUALINCOME	31
11.4	RECIPTOFALETTERORNOTICEFROMHUDCONCERNINGINCOME	31

11.5	COOPERATING WITH WELFARE AGENCIES .....	32
<b>12.0</b>	<b>VERIFICATION .....</b>	<b>32</b>
12.1	ACCEPTABLE METHODS OF VERIFICATION .....	33
12.2	TYPES OF VERIFICATION .....	33
12.3	VERIFICATION OF CITIZENSHIP OF ELIGIBLE NON-CITIZEN STATES .....	36
12.4	VERIFICATION OF SOCIAL SECURITY NUMBERS .....	37
12.5	TIMING OF VERIFICATION .....	38
12.6	FREQUENCY OF OBTAINING VERIFICATION .....	38
<b>13.0</b>	<b>DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT .....</b>	<b>38</b>
13.1	FAMILY CHOICE .....	38
13.2	THE INCOME METHOD .....	39
13.3	MINIMUM RENT .....	40
13.4	THE FLAT RENT .....	41
13.5	RENT FOR FAMILIES UNDER THE NON-CITIZEN RULE .....	41
13.6	UTILITY ALLOWANCE .....	42
13.7	PAYING RENT .....	43
<b>14.0</b>	<b>CONTINUED OCCUPANCY AND COMMUNITY SERVICE .....</b>	<b>43</b>
14.1	GENERAL .....	43
14.2	EXEMPTIONS .....	44
14.3	NOTIFICATION OF THE REQUIREMENT .....	44
14.4	VOLUNTEER OPPORTUNITIES .....	44
14.5	THE PROCESS .....	45
14.6	NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT .....	46
14.7	OPPORTUNITY FOR CURE .....	46
14.8	PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES .....	46
<b>15.0</b>	<b>RECERTIFICATIONS .....</b>	<b>46</b>
15.1	GENERAL .....	47
15.2	MISSED APPOINTMENTS .....	47
15.3	FLAT RENTS .....	47
15.4	THE INCOME METHOD .....	48
15.5	EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS .....	49
15.6	INTERIM REEXAMINATIONS .....	49
15.7	SPECIAL REEXAMINATIONS .....	50
15.8	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS .....	50
<b>16.0</b>	<b>UNIT TRANSFERS .....</b>	<b>51</b>
16.1	OBJECTIVES OF THE TRANSFER POLICY .....	51
16.2	CATEGORIES OF TRANSFERS .....	51
16.3	DOCUMENTATION .....	52
16.4	INCENTIVE TRANSFERS .....	52
16.5	PROCESSING TRANSFERS .....	52
16.6	COST OF THE FAMILY'S MOVE .....	53
16.7	TENANTS IN GOOD STANDING .....	54
16.8	TRANSFER REQUESTS .....	54

16.9	RIGHT OF THE MONROE HOUSING COMMISSION IN TRANSFER POLICY .....	55
<b>17.0</b>	<b>INSPECTIONS .....</b>	<b>55</b>
17.1	MOVE-IN INSPECTIONS .....	55
17.2	ANNUAL INSPECTIONS .....	55
17.3	PREVENTATIVE MAINTENANCE INSPECTIONS .....	55
17.4	SPECIAL INSPECTIONS .....	56
17.5	HOUSEKEEPING INSPECTIONS .....	56
17.6	NOTICE OF INSPECTION .....	56
17.7	EMERGENCY INSPECTIONS .....	56
17.8	PRE-MOVE-OUT INSPECTIONS .....	56
17.9	MOVE-OUT INSPECTIONS .....	56
<b>18.0</b>	<b>PET POLICY .....</b>	<b>57</b>
18.1	MONROE HOUSING COMMISSION – PET REGULATIONS .....	57
<b>19.0</b>	<b>REPAYMENT AGREEMENTS .....</b>	<b>64</b>
<b>20.0</b>	<b>TERMINATION .....</b>	<b>64</b>
20.1	TERMINATION BY TENANT .....	64
20.2	TERMINATION BY THE HOUSING COMMISSION .....	64
20.3	ABANDONMENT .....	65
20.4	RETURN OF SECURITY DEPOSIT .....	66
<b>GLOSSARY .....</b>		<b>67</b>
<b>ACRONYMS .....</b>		<b>78</b>

# ADMISSIONS AND CONTINUED OCCUPANCY POLICY

---

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

## 1.0 FAIR HOUSING

It is the policy of the Monroe Housing Commission to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Monroe Housing Commission shall affirmatively further fair housing in the administration of its public housing program.

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

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

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

## 2.0 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Monroe Housing Commission housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to

them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Monroe Housing Commission will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Monroe Housing Commission will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

## **2.1 COMMUNICATION**

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

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

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

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

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

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

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

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

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Monroe Housing Commission's business is housing. If the request would alter the fundamental business that the Monroe Housing Commission conducts, that would not be reasonable. For instance, the Monroe Housing Commission would deny a request to have the Monroe Housing Commission do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Monroe Housing Commission may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Monroe Housing Commission retains the right to be shown how the requested accommodation enables the individual to access or use the Monroe Housing Commission's programs or services.

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

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

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

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

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

The Monroe Housing Commission will endeavor to have bilingual staff or access to people who speak languages other than English.

### **4.0 FAMILY OUTREACH**

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

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

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

### **5.0 RIGHT TO PRIVACY**

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

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

### **6.0 REQUIRED POSTINGS**

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)

- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. IncomeLimitsforAdmission
- E. ExcessUtilityCharges
- F. UtilityAllowanceSchedule
- G. CurrentScheduleofRoutineMaintenanceCharges
- H. DwellingLease
- I. GrievanceProcedure
- J. FairHousingPoster
- K. EqualOpportunityinEmploymentPoster
- L. AnycurrentMonroeHousingCommissionNotices

## 7.0 TAKING APPLICATIONS

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

Monroe Housing Commission  
20 North Roessler Street  
Monroe, MI 48162

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

Completed applications will be accepted for all applicants and the Monroe Housing Commission will verify the information.

Applications may be made in person at the Monroe Housing Commission office on Monday through Friday from 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. Applications will be mailed to interested families upon request.

The completed application will be dated and timestamped upon its return to the Monroe Housing Commission.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Monroe Housing Commission to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (800)833 -3232.

Upon receipt of the family's application, the Monroe Housing Commission will make a preliminary determination of eligibility. If the Monroe Housing Commission determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

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

The final determination of eligibility takes place when the family nears the top of the waiting list. The Monroe Housing Commission will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

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

### **8.2 ELIGIBILITY CRITERIA**

#### **A. Family Status**

1. A **family with or without children** .Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
  - a. Children temporarily absent from the home due to placement in foster care are considered family members.
  - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
  
2. An **elderly family** , which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
  - b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
  
3. A **near elderly family** , which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
  - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  
4. A **disabled family** , which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or

c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

#### B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Income limits apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another Housing Commission/Housing Authority without meeting the income requirements of the Monroe Housing Commission.
4. If the Monroe Housing Commission acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The Monroe Housing Commission may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance (See Section 13.6 for calculating rents under the non-citizen rule).
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

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

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Monroe Housing Commission to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
  - b. A provision authorizing HUD or the Monroe Housing Commission to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### 8.3 *SUITABILITY*

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Monroe Housing Commission will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Monroe Housing Commission employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Monroe Housing Commission will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
  - 3. History of disturbing neighbors or destruction of property;
  - 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and

5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Monroe Housing Commission will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Monroe Housing Commission will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Monroe Housing Commission may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
  4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
  5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

#### **8.4 GROUNDSDENIAL**

The Monroe Housing Commission is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;

- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or caused damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any Housing Commission/Housing Authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Monroe Housing Commission may waive this requirement if:
  - 1. The person demonstrates to the Monroe Housing Commission's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.

- M. Have engaged in or threatened abusive or violent behavior towards any Monroe Housing Commission staff member or resident;
- N. Have a household member who has ever been convicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

### 8.5 *INFORMAL REVIEW*

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

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

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

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

## **9.0 MANAGING THE WAITING LIST**

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

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

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

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

### **9.2 ORGANIZATION OF THE WAITING LIST**

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

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

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

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

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

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

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

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

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

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

#### **9.6 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Monroe Housing Commission may be sent a notice of termination of the process for eligibility.

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

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

Any applicant whose name is being removed from the waiting list will be notified by the Monroe Housing Commission, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Monroe Housing Commission system of removing applicant names from the waiting list will not violate

the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Monroe Housing Commission will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

The Monroe Housing Commission will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities:

- A. Involuntarily Displaced
- B. Victim of Domestic Violence –subject to third party verification
- C. More than 50% of Income for Rent
- D. U.S. Citizen
- E. Veteran/ Serviceman or Family Thereof
- F. Residency Preference: Applicants with an adult family member who either lives or works or has been hired to work in the jurisdiction of the Monroe Housing Commission will qualify for a residency preference.
- G. Waiting List for More than 5 Years
- H. Overcrowded
- I. Age/Disability/Handicap Improved by Admission
- J. All other applicants

Of the preferences specified above, Involuntarily Displaced families and Victims of Domestic Violence Preferences shall be weighted the highest with 10 points assigned to each of the above mentioned categories. All other preferences specified above shall be weighted equally with 1 point each, in which case families with the highest number of preferences shall be selected before families with fewer preferences.

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

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

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

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

**10.2 ASSIGNMENT OF BEDROOM SIZES**

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

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

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

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

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

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

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Monroe Housing Commission will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for 3 years or until the family size changes, whichever ever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Monroe Housing Commission will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### ***10.3 SELECTION FROM THE WAITING LIST***

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

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

#### **10.4 DECONCENTRATION POLICY**

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

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

#### **10.5 DECONCENTRATION INCENTIVES**

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

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

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

When the Monroe Housing Commission discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of

unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

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

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

### **10.7 REJECTION OF UNIT**

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

If the Monroe Housing Commission did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will remain at the top of the waiting list until the next unit becomes available. If the same family is called again and is unable to accept the unit offered, the family will be moved to the bottom of the waiting list. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

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

### **10.8 ACCEPTANCE OF UNIT**

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

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended

the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

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

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

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

The Total Tenant Payment or \$50.00 whichever is greater

In exceptional situations, the Monroe Housing Commission reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Commission.

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

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

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

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

## 11.1 INCOME

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

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

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Monroe Housing Commission believes that past income is the best available indicator of expected future income, the Monroe Housing Commission may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate,

as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump-sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance Housing Commission in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance Housing Commission could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. Imputed welfare income
    - a. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the Monroe Housing Commission by the welfare agency) plus the total amount of other annual income.
    - b. At the request of the Monroe Housing Commission, the welfare agency will inform the Monroe Housing Commission in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Monroe Housing Commission of any subsequent

changes in the term or amount of such specified welfare benefit reduction. The Monroe Housing Commission will use this information to determine the amount of imputed welfare income for a family.

- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Monroe Housing Commission by the welfare agency).
- d. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- e. The Monroe Housing Commission will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Monroe Housing Commission has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Monroe Housing Commission denies the family's request to modify such amount, then the Monroe Housing Commission shall give the resident written notice of such denial, with a brief explanation of the basis for the Monroe Housing Commission's determination of the amount of imputed welfare income. The Monroe Housing Commission's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies
  - 1). The Monroe Housing Commission will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the

amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Monroe Housing Commission written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.

- 2). The Monroe Housing Commission is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the Housing Commission. However, the Monroe Housing Commission is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
- 3). Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Monroe Housing Commission shall rely on the welfare agency notice to the Monroe Housing Commission of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## **11.2 ANNUAL INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

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

excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

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

- c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job training program.
  - c. Families who are or were, within 6 months, assisted under a State TAN For Welfare To-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for 12 months of the 100% exclusion and 12 months of the 50% exclusion.

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

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 14. Amounts paid by a State Housing Commission to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
  - b. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
  - c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
  - d. Income derived from certain submarginalland of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
  - e. Payments or allowances made under the Department of Health and Human Services' Low -Income Home Energy Assistance Program (42 U.S.C. 8624(f));
  - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, reference to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
  - g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94 -540, 90 Stat. 2503 -04);
  - h. The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407 -1408);
  - i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work - study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* - product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95 - 433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provision of 38 U.S.C. 1805 to a child suffering from spinocerebellar ataxia who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).
- t. Additional income exclusions provided by and funded by the Monroe Housing Commission.

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

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

The following deductions will be made from annual income:

- A. \$480 for each dependent.
- B. \$400 for any elderly family or disabled family.
- C. The sum of the following, to the extent that the sum exceeds three % of annual income:
  - 1. Unreimbursed medical expenses of any elderly family or disabled family; and
  - 2. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are unable to work because of such attendant care or auxiliary apparatus.
- D. Reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. The amount of any earned income of a Family Member (Other than the head or spouse) who is not 18 years of age or older.
- F. Child support payments.
- G. Excessive travel expenses, not to exceed \$25 per family per week, for travel related to employment, education, or training.

### **11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the resident.

- B. The Executive Director shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Monroe Housing Commission shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Monroe Housing Commission shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

### **11.5 COOPERATING WITH WELFARE AGENCIES**

The Monroe Housing Commission will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency; and
- B. To provide written verification to the Monroe Housing Commission concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

## **12.0 VERIFICATION**

The Monroe Housing Commission will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and

citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

**12.1 ACCEPTABLE METHODS OF VERIFICATION**

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

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

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

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

**12.2 TYPES OF VERIFICATION**

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>General Eligibility Items</b>		

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	company	statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records on income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, others similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD -funded	N/A

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
	<ul style="list-style-type: none"> <li>- whether Federal, State, local govt., or local program</li> <li>- whether it is employment training</li> <li>- whether it has clearly defined goals and objectives</li> <li>- whether program has supportive services</li> <li>- whether payments are for out-of-pocket expenses incurred in order to participate in a program</li> <li>- date of first job after program completion</li> </ul>	Evidence of job start

**12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZEN STATUS**

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

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a birth certificate, military ID, or military DD214 Form.

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

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

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

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

admitted to public housing.

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

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

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

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

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

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

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

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

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

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

given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

### **12.5 TIMING OF VERIFICATION**

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

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

### **12.6 FREQUENCY OF BARRAINING VERIFICATION**

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

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

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

### **13.1 FAMILY CHOICE**

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return

to the income based method at any time for any of the following reasons:

1. The family's income has decreased.
  2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Monroe Housing Commission will provide them with the following information whenever they have to make rent decisions:
1. The Monroe Housing Commission's policies on switching types of rent in case of a financial hardship; and
  2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, the Monroe Housing Commission will provide the amount of income-based rent for the subsequent year only the year the Monroe Housing Commission conducts an income reexamination or if the family specifically requests it and submits updated income information.

### **13.2 THE INCOME METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
- D. The minimum rent of \$50.00

### 13.3 **MINIMUM RENT**

The Monroe Housing Commission has set the minimum rent at \$50. However, if the family requests a hardship exemption, the Monroe Housing Commission will immediately suspend the minimum rent beginning the month following the family's request until the Housing Commission can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
  2. When the family would be evicted because it is unable to pay the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
  4. When a death has occurred in the family.
- B. No hardship. If the Housing Commission determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Commission reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Commission will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Commission will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Commission determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

- E. Appeals. The family may use the grievance procedure to appeal the Housing Commission's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **13.4 THE FLAT RENT**

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

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

There is no utility allowance for families paying a flat rent.

#### **13.5 RENT FOR FAMILIES UNDER THE NONCITI ZEN RULE**

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

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

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

Monroe Housing Commission will provide additional search periods up to the maximum time allowable.

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

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

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

### **13.6 UTILITY ALLOWANCE**

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

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

For Monroe Housing Commission paid utilities, the Monroe Housing Commission will monitor the utility consumption of each household. Any consumption in excess of the

allowance established by the Monroe Housing Commission will be billed to the tenant monthly.

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

Families with high utility costs are encouraged to contact the Monroe Housing Commission for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Monroe Housing Commission purchased utilities or from payment of utility supplier bills in excess of the utility allowance for tenant-paid utility costs may be granted by the Monroe Housing Commission on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

### ***13.7 PAYING RENT***

Rent and other charges are due and payable on the first day of the month. All rents should be paid at Monroe Housing Commission. Reasonable accommodations for this requirement will be made for persons with disabilities.

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a late charge of 3% of the unpaid balance will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charges.

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

### ***14.1 GENERAL***

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

## **14.2 EXEMPTIONS**

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

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1)) and who certify that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in paragraph B.
- D. Family members engaged in work activity.
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

## **14.3 NOTIFICATION OF THE REQUIREMENT**

The Monroe Housing Commission shall identify all adult family members who are apparently not exempt from the community service requirement.

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/2000. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

## **14.4 VOLUNTEER OPPORTUNITIES**

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

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

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

Together with the resident advisory councils, the Monroe Housing Commission may create volunteer positions such as hall monitoring, litter patrols, and supervising and recordkeeping for volunteers.

#### **14.5 THE PROCESS**

At the first annual reexamination on or after October 1, 2000, and each annual reexamination thereafter, the Monroe Housing Commission will do the following:

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

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

The Monroe Housing Commission will notify any family found to be in noncompliance of the following:

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

#### **14.7 OPPORTUNITY FOR CURE**

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

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

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, the Monroe Housing Commission shall take action to terminate the lease.

#### **14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Monroe Housing Commission may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

### **15.0 RECERTIFICATIONS**

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

### **15.1 GENERAL**

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

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

### **15.2 MISSED APPOINTMENTS**

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

### **15.3 FLAT RENTS**

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

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

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

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

#### **15.4 THE INCOME METHOD**

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

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

The total tenant payment is equal to the highest of:

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

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

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

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

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

### **15.6 INTERIM REEXAMINATIONS**

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

Families will be required to report any increase in income or decrease in allowable expenses between annual reexaminations.

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

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

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

Families are required to request an interim reexamination based on a change in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Monroe Housing Commission will take timely action to process the interim reexamination and recalculate the tenant's rent.

#### **15.7 SPECIAL REEXAMINATIONS**

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

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

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

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

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

amount is determined.

## **16.0 UNIT TRANSFERS**

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

The objectives of the Transfer Policy include the following:

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

### **16.2 CATEGORIES OF TRANSFERS**

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

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

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

### **16.3 DOCUMENTATION**

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

### **16.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to scattered site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary caregiver to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed to the Monroe Housing Commission and has not paid later rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Commission staff;
- G. Participates in a series of classes conducted by the Monroe Housing Commission on basic home and yard care.

### **16.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each

category by date and time.

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

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

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

The following is the policy for the rejection of a transfer offer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Monroe Housing Commission and the family rejects two offers without good cause, the Monroe Housing Commission will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Monroe Housing Commission's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

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

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

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

The cost of the transfer will be borne by the Monroe Housing Commission in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Monroe Housing Commission has caused the unit to be unsafe or uninhabitable.

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

#### **16.7 TENANTS IN GOOD STANDING**

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

#### **16.8 TRANSFER REQUESTS**

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

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

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

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

#### **16.9 RIGHT OF THE MONROE HOUSING COMMISSION IN TRANSFER POLICY**

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

### **17.0 INSPECTIONS**

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

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

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

#### **17.2 ANNUAL INSPECTIONS**

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

#### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks

for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

#### **17.4 SPECIAL INSPECTIONS**

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

#### **17.5 HOUSEKEEPING INSPECTIONS**

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

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

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Monroe Housing Commission will give the tenant at least 48 hours written notice.

#### **17.7 EMERGENCY INSPECTIONS**

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

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

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

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

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

## 18.0 PET POLICY

Residents of federally assisted rental housing for the elderly or handicapped are permitted to own and keep common household pets in their apartments. The following rules have been formulated by the Monroe Housing Commission, in accordance with Department of Housing and Urban Development regulations (see 24 CFR 942), to ensure that the Commission may continue to provide a decent, safe, and sanitary living environment for all of its tenants. These rules do not apply to any individuals with animals that are used to assist the handicapped, provided the tenant is handicapped, the animal is trained to assist persons with that specific handicap, and the animal actually assists the handicapped individual. The Monroe Housing Commission will not discriminate against persons in connection with admission to, or continued occupancy of, its public housing for the elderly or the handicapped because they own common household pets.

### 18.1 MONROE HOUSING COMMISSION – PET REGULATIONS

#### A. RiverPark

1. Subject to the rest of these rules, a tenant is permitted to own and keep a common household pet in his dwelling unit.
2. Proof of such ownership is required.
3. Tenant is required to pay a refundable pet deposit, which is in addition to any other security deposit required under the lease. Except where prohibited by federal law, the pet deposit shall equal one month's rent or \$300.00, whichever is greater. The pet deposit must be paid in full before the pet is brought onto the premises, and shall be used at the termination of the tenant's lease to reimburse management for actual damages to the rental unit or any ancillary facility. In such cases where Management has had to kennel a pet due to the death or incapacity of the tenant, and subject to other provision of the regulations, such costs may be assessed against the pet deposit, provided no other means of payment is available.
4. Tenant must register his pet BEFORE it is brought onto the premises. This registration must be updated every six months.
5. The registration shall include a certificate signed by a licensed veterinarian or a state or local authority authorize to inoculate animals certifying that the pet has received all inoculations required by applicable state and local laws.

6. The registration must identify the type of pet, its sex, its color, its size, as well as any other information necessary to demonstrate that it is a common household pet.
7. This registration shall also include the name, address, and telephone number of two responsible parties who are at least 18 years of age who will care for the pet if the tenant dies, is incapacitated, or is otherwise unable to care for the pet.
8. The tenant is required to sign a statement indicating that he has read the pet rules and agree to comply with them.
9. Landlord may refuse to register a pet if it is not a common household pet, if the keeping of the pet would violate any applicable house pet rule, if the tenant fails to provide complete pet registration information, if the tenant fails to provide complete pet registration information, if the tenant fails to update the pet registration as often as required, or if the landlord reasonably determines, based on the tenant's habits and practices, that the tenant is unable to keep the pet in compliance with the pet rules and any other applicable lease obligations.
10. A pet's temperament may be considered as a factor in deciding whether the tenant is able to comply with the pet rules and other lease obligations.
11. The landlord shall notify tenant if landlord refuses to register a pet.
12. Tenant shall be allowed only one four-legged, warm-blooded pet in his dwelling unit.
13. Tenant shall have his pet inoculated in accordance with all state and local laws and shall provide proof of same to the landlord as a condition of being permitted to keep the pet in the dwelling unit.
14. At any time a cat or dog is not in the individual dwelling unit of its owner, such animal shall be securely restrained on a leash that shall not exceed four feet in length.
15. Anytime a cat or dog is not in the individual dwelling unit of its owner, it must be under the control of a responsible individual who is at least 14 years of age.
16. Tenant is prohibited from exercising any pet anywhere on the premises of the housing development.

17. No pet is allowed which exceeds 10 lbs. In weight.
18. No tenant shall be allowed to keep what is commonly referred to as a guard dog. These include but are not limited to Doberman pinschers, German Shepherds, and Pit Bull terriers.
19. Tenant is prohibited from allowing his pet to deposit waste anywhere on the premises of the housing development, with the exception that cats may use litter boxes in the individual dwelling unit. Any tenant having a cat in his apartment must change the litter twice each week and must separate solid pet waste from litter at least once each day. All solid cat waste must be placed into a garbage bag and deposited in the dumpster on a daily basis. All used litter must be placed in a garbage bag and placed in a dumpster twice each week. The trash chute may not be used under any circumstances for the deposit of waste or litter.
20. If tenant violates rule 19 and his pet eliminates solid waste on the premises, tenant shall immediately remove the waste from the premises. If tenant fails to do so, landlord may do so and charge \$5.00 for each occurrence. The fact that the tenant has in the past is currently being assessed waste elimination charges shall not prohibit the landlord from terminating the tenant's tenancy for violation of the pet rules.
21. Tenant agrees that he is strictly liable to any person who is bitten by his dog with provocation as provided by MCL 287.351.
22. Tenant must have a dog or cat spayed or neutered before it is brought to the premises.
23. Pets are barred from all common areas except that a pet may be in the hallway solely for the purpose of entering and exiting the building.
24. A dog or cat may be left unattended in tenant's dwelling for no longer than four hours at a time.
25. Tenant is required to control the noise and odors caused by his pet so as not to disturb the tenant's peaceful possession and use of their dwelling units.
26. Tenant is required to license his pet as required by all state and local laws and provide proof of same to landlord.
27. All pets not owned by a tenant are absolutely excluded from the premises under any circumstances whatsoever.

28. A tenant's failure to correct a violation of these pet rules may result in the initiation of procedures to terminate that tenant's tenancy or the removal of the pet.
29. Tenant agrees that in the case of an emergency, landlord is permitted to enter the individual dwelling unit, remove the pet, and take such action as may be necessary which can include placing the animal in a facility that will provide care and shelter for a period not exceed thirty (30) days. Tenant shall pay for the cost of this care.
30. If the health or safety of a pet is threatened by the death or incapacity of the tenant, or by any other factor that makes the tenant unable to care for the pet, landlord may request any appropriate authority to remove the pet or may remove the pet himself if such an authority cannot be contacted. If the animal is placed in animal shelter facility for a period not to exceed 3 days, tenant shall be responsible for paying for the cost of such care.

B. Greenwood Park Townhouses

1. Subject to these rules, a tenant may own or have present in his/her unit a 10 gallon fish aquarium or a canary or a parakeet.
2. Tenant must register the pet with landlord BEFORE it is brought to the leased premises, and this registration must be updated every six months.
3. The registration must identify the kind of pet including, in the case of a bird, its color and size. This registration must be dated and signed by all tenants.
4. Each tenant is required to sign a statement indicating that he/she has read the pet rules and agree to comply with them.
5. The tenant must maintain the pet responsibly.
6. Landlord may decline to register a pet if it is not specifically provided for by these rules, if the tenant fails to provide complete pet registration information, or if the landlord determines based on the habits and practices of the tenant or other resident of the unit that the tenant or other resident is unable to keep the pet in compliance with the pet rules or any other applicable lease obligation.
7. As to a pet already registered, landlord may determine that a tenant is no longer permitted to keep that pet if the tenant does not provide all required updated registrations or if the landlord determines based on the past habits and practices of the tenant or other resident of the unit that the tenant or other

resident is unable to keep the pet in compliance with these pet rules and any other applicable lease obligation.

8. Landlord shall notify tenant in writing if it declines to register or register a pet if it revokes an existing registration.
9. As part of the registration, tenant is required to pay a non-refundable fee in the amount \$50.00.
10. As part of the registration, tenant is required to pay a refundable pet deposit in the amount of \$50.00. This is in addition to any other security deposit required under the lease. The deposit must be paid in full before the pet is brought onto the leased premises.
11. Tenant is required to control the noise and odors resulting from the pet so as not to disturb any other tenant's peaceful possession and use of his/her dwelling unit.

C. Single Family Scattered Site Housing

1. Subject to these rules, a tenant may own or have present in his/her unit either one dog or one cat.
2. Proof of ownership by tenant or a resident of tenant's house is required.
3. The tenant or resident must maintain the pet responsibly.
4. Tenant shall have the pet inoculated in accordance with all state and local laws and shall provide proof of same to the landlord as a condition of being permitted to keep the pet at the leased premises.
5. In the case of a cat, the litter must be changed twice each week and solid waste must be separated from litter at least once each day. All solid cat waste must be placed into a garbage bag and deposited in an outside garbage can with a lid on a daily basis. All used litter must be placed into a garbage bag and placed into a garbage can with a lid twice each week.
6. In the case of a dog, solid waste shall be picked up twice each week, placed into a garbage bag, and placed in an outside garbage can with a lid. This shall be set out for garbage pickup as frequently as such pickup occurs.
7. At the time a cat or dog is not in or on the leased property, that animal shall be restrained on a leash that shall not exceed four feet in length.

8. At any time a cat or dog is not in or on the leased property, it must be under the control of a responsible individual who is at least 12 years of age.
9. Tenant must register the pet BEFORE it is brought onto the premises. This registration must be updated every six months.
10. This registration and any updated registrations shall include a certificate signed by a licensed veterinarian or a state or local authority authorized to inoculate animals certifying that all required inoculations for this pet are up-to-date.
11. The registration must identify the kind of pet, its sex, its color, its size, its name, and its owner. This registration must be dated and signed by all tenants.
12. As part of the registration, tenant shall provide for landlord's keeping a color photograph of the pet.
13. This registration shall also include the name, address, and telephone number of two responsible parties who are at least 18 years of age who will care for the pet if the tenant dies, is incapacitated, or is otherwise unable to care for the pet.
14. The pet must be spayed or neutered, and tenants must provide a statement from a veterinarian as proof of that.
15. Each tenant is required to sign a statement indicating that he/she has read the pet rules and agrees to comply with them.
16. Landlord may decline to register a pet if it is not specifically provided for by these rules, if the tenant fails to provide complete pet registration information, or if the landlord determines based on the habits and practices of the tenant or other resident of the unit that the tenant or other resident is unable to keep the pet in compliance with the pet rules or any other applicable lease obligation.
17. As to a pet already registered, landlord may determine that a tenant is no longer permitted to keep that pet if the tenant does not provide all required updated registrations, if tenant does not provide other information required periodically by these rules, or if the landlord determines that based on the habits and practices of the tenant or other resident of the unit that the tenant or other resident is unable to keep the pet in compliance with the pet rules or any other applicable lease obligation.
18. Landlord shall notify tenant in writing if it declines to register or re-register a pet or if it revokes an existing registration.

19. No pet may exceed 40 lbs. in weight or 18 inches in height. Height is to be measured from the ground to the top of the dog's head when the dog is standing on all four legs.
20. As part of the registration, tenant is required to pay a nonrefundable fee in the amount of \$50.00.
21. As part of the registration, tenant is required to pay a refundable pet deposit in the amount of \$300.00. This is in addition to any other security deposit required by the lease.
22. In the case of a dog, tenant understands that he/she is strictly liable to any person who is bitten by his/her dog without provocation as provided by MCL 287.351.
23. A dog may be left unattended in tenant's dwelling for no longer than eight hours at a time.
24. Tenant is required to control the noise and odors caused by the pet so as not to disturb his/her neighbors' peaceful possession of their residences.
25. Tenant is required to license the pet as required by all state and local laws and provide proof of same to landlord. For a dog, tenant must license the dog as often as required by state or local law and must, on an annual basis, provide landlord with a copy of the most recent license.
26. Any pet not owned by a resident of the leased premises is prohibited from being on the leased premises.
27. A violation of these pet rules may result in the termination by landlord of the tenant's lease.
28. In the case of a dog, tenant must be the resident of a scattered site house that has a fenced-in backyard.
29. Tenant must provide a detailed plan as to what will be done with a dog when the tenant is gone from the home for more than eight hours.
30. If during the tenancy landlord uses any of the pet deposit because of the behavior of the animal or its owner, tenant has 30 days in which to restore the security deposit to the original amount.

31. If the pet damages any of landlord's property, or if the pet bites or scratches any person not a resident of tenant's household, the tenant must get rid of the pet within ten (10) days of notification by landlord or vacate the premises.

32. Tenant may not own any dog, which is a descendant of a vicious breed.

## 19.0 REPAYMENT AGREEMENTS

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

**Note: If the Housing Commission has a minimum rent greater than \$0, they must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.**

## 20.0 TERMINATION

### 20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 15-day written notice. If the tenant vacates prior to the end of the fifteen (15) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

### 20.2 TERMINATION BY THE HOUSING COMMISSION

After October 1, 2000, the Monroe Housing Commission will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

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

A. Nonpayment of rent or other charges;

- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Housing Commission approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug -related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Monroe Housing Commission;
- K. Non-compliance with Non -Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Commission; and
- M. Other good cause.

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

### **20.3 ABANDONMENT**

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

When a unit has been abandoned, a Monroe Housing Commission representative may enter the unit and remove any abandoned property. It will be stored in a reasonably

secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Monroe Housing Commission does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The Monroe Housing Commission will mail a notice of the sale or disposition to the resident and then wait 15 days.

Any money raised by the sale of the property goes to cover money owed by the family to the Monroe Housing Commission such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Monroe Housing Commission will mail it to the family. If the family's address is not known, the Monroe Housing Commission will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Monroe Housing Commission.

Within 30 days of learning of an abandonment, the Monroe Housing Commission will either return the deposit or provide a statement of why the deposit is being kept.

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

After a family moves out, the Monroe Housing Commission will return the security deposit within 30 or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

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

The Monroe Housing Commission will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 days.

## GLOSSARY

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

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

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

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

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

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

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

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

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

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

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

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

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

**Assistance applicant:** A family or individual that seeks admission to the public housing program.

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

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

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

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

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

**Community service:** The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of

other information from assistance applicants or participant to determine eligibility or level of benefits.(24CFR5.214)

**Covered Families:** Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

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

**Department:** The Department of Housing and Urban Development.(24CFR5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student.(24CFR5.603(d))

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

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source .(24CFR5.603(d))

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

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.(24CFR5.403(b))(Also see "person with disabilities.")

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

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.(24CFR5.403(b))

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

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

**Economic self -sufficiency program:** Any program designed to encourage, assist, train or facilitate the economic independence of HUD -assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment program), or other work activities.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24CFR5.403)

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

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

**Extremely low -income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C.3601 et seq.) . (24CFR5.100)

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

- A. A family with or without children;
- B. An elderly family;
- C. A near -elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and

- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24CFR 5.403)

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

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

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

**Full-Time Student:** A person who is attending school or vocational training on a full-time basis.

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

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

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

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

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

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

**Income Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income

method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

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

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

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

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

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

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

**Mixed population development:** A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

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

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

**Net Family Assets:**

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

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

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

**Participant:** A family or individual that is assisted by the public housing program.

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

- A. Has a disability as defined in 42 U.S.C. 423

- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long -continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions.
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

For purposes of qualifying for low -income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

**Previously unemployed :** This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Processing Entity:** The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

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

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed -finance project that are assisted by a PHA with capital or operating funds.

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

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

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

**Responsible Entity:**

- A. For the public housing program, the Section 8 tenant-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

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

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

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

3. because a family member has not complied with other welfare agency requirements.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be effective and timely in providing employment-related income and eligibility information. (24CFR5.214)

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

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24CFR5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24CFR5.603(d))

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

**Total Tenant Payment (TTP):**

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

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section

3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

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

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

**Very Low -Income Families:** Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

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

## ACRONYMS

ACC	AnnualContributionsContract
CFR	CodeofFederalRegulations
FSS	FamilySelfSufficiency(program)
HCDA	HousingandCommunityDevelopm entAct
HQS	HousingQualityStandards
HUD	DepartmentofHousingandUrbanDevelopment
INS	(U.S.)ImmigrationandNaturalizationService
NAHA	(Cranston-Gonzalez)NationalAffordableHousingAct
NOFA	NoticeofFundingAvailability
OMB	(U.S.)Officeof ManagementandBudget
PHA	PublicHousingAgency
QHWRA	QualityHousingandWorkResponsibilityActof1998
SSA	SocialSecurityAdministration
TTP	TotalTenantPayment

**Monroe Housing Commission  
Admissions and Continued Occupancy Policy**

The Admissions and Continued Occupancy Policy (10/2000)	
Updated May 14, 2001	Income Exclusions in accordance with the Federal Register of April 20, 2001
Updated May 14, 2001	Pet Policy for River Park, Greenwood and Scattered Sites

# AttachmentG

Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary					
PHAName: <b>Monroe Housing Commission</b>		Grant Type and Number Capital Fund Program Grant No: MI28P01170799 Replacement Housing Factor Grant No:			Federal FY of Grant: <b>1999</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
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				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	34,413	49,959.04	49,959.04	49,959.04
8	1440 Site Acquisition				
9	1450 Site Improvement	17,150	0	0	0
10	1460 Dwelling Structures	429,790	327,469.87	327,469.87	327,469.87
11	1465.1 Dwelling Equipment — Nonexpendable				
12	1470 Non Dwelling Structures	90,000	193,924.09	193,924.09	193,924.09
13	1475 Non Dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 -20)	571,353	571,353	571,353	571,353

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

<b>PHAName:</b> <b>Monroe Housing Commission</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: MI28P01170799 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>1999</b>
-----------------------------------------------------	----------------------------------------------------------------------------------------------------------------------	--------------------------------------------

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
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**

PHAName: <b>Monroe Housing Commission</b>		Grant Type and Number Capital Fund Program Grant No: <b>MI28P01170799</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>1999</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	
HA-Wide	A&E Services for 11 -2	1430		34,413	49,959.04	49,959.04	49,959.04	Complete
MI11 -2 Greenwood	Finish Total Bathroom Upgrade	1460	77	429,790	327,469.87	327,469.87	327,469.87	Completed
MI11 -2 River Park	Mechanical Restoration	1470		90,000	193,924.09	193,924.09	193,924.09	Completed
MI11 -2 River Park	Start Exterior Lighting	1450		17,150	0	0	0	



**AttachmentH**

<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>PHAName: Monroe Housing Commission</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>MI28P01150100</b> Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2000</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input checked="" type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non -CFP Funds				
2	1406 Operations	0	71,428.27	71,428.27	71,428.27
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	34,873	13,042.96	13,042.96	13,042.96
8	1440 Site Acquisition				
9	1450 Site Improvement	231,000	69,606.77	69,606.77	69,606.77
10	1460 Dwelling Structures	261,121	245,273.70	245,273.70	245,273.70
11	1465.1 Dwelling Equipment — Nonexpendable				
12	1470 Non Dwelling Structures	30,480	158,122.30	158,122.30	158,122.30
13	1475 Non Dwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 -20)	557,474		557,474	0

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

<b>PHAName: Monroe Housing Commission</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>MI28P01150100</b> 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: )  
 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
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: <b>Monroe Housing Commission</b>		Grant Type and Number Capital Fund Program Grant No: <b>MI28P01150100</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2000</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	
PHA -Wide	A&E Services	1430		34,873	13,042.96	13,042.96	13,042.96	Complete
MI11 -2 River Park	Exterior Lighting	1450		54,000	13,810	13,810	13,810	Complete
MI11 -2 Greenwood	Landscape Replacement	1450		40,000	4,760.75	4,760.75	4,760.75	Complete
MI11 -2 River Park	Construct Garage	1470		30,480	158,122.30	158,122.30	158,122.30	Complete
MI11 -2 River Park	Landscape Replacement	1450		14,000	5,301	5,301	5,301	Complete
MI11 -2 Greenwood	Remove Half Baths	1460		261,121	245,273.70	245,273.70	245,273.70	Complete
MI11 -2 Greenwood	Start Clothesline Installation	1450		48,000	5,905.30	5,905.30	5,905.30	Complete
MI11 -3 Scattered Sites	Concrete Replacement	1450		75,000	39,829.72	39,829.72	39,829.72	Complete
PHA-Wide	Operations	1406		0	71,428.27	71,428.27	71,428.27	Complete



Attachment I

Annual Statement/Performance and Evaluation Report						
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary						
PHAName: <b>Monroe Housing Commission</b>		Grant Type and Number Capital Fund Program Grant No: <b>MI28P01150201</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2001</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (re vision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 3/31/02 <input type="checkbox"/> Final Performance and Evaluation Report						
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					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	45,255		45,255	14,736	
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures	523,474		2,975	2,975	
11	1465.1 Dwelling Equipment — Nonexpendable					
12	1470 Nondwelling Structures					
13	1475 Nondwelling Equipment					
14	1485 Demolition					
15	1490 Replacement Reserve					
16	1492 Moving to Work Demonstration					
17	1495.1 Relocation Costs					
18	1499 Development Activities					
19	1501 Collateralization or Debt Service					
20	1502 Contingency					
21	Amount of Annual Grant: (sum of lines 2 -20)	568,729		48,230	17,711	

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

<b>PHAName:</b> <b>Monroe Housing Commission</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>MI28P01150201</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2001</b>
-----------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	--------------------------------------------

Original Annual Statement  
  Reserve for Disasters/Emergencies  
  Revised Annual Statement (re vision no: )  
 Performance and Evaluation Report for Period Ending: 3/31/02  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
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				





**CapitalFundProgramFive -YearActionPlan**  
**PartI:Summary**

PHAName MonroeHousingCommission		<input checked="" type="checkbox"/> Original5 -YearPlan <input type="checkbox"/> RevisionNo:			
Development Number/Name/HA- Wide	Year1	WorkStatementforYear2 FFYGrant:2002 PHAFY:2002	WorkStatementforYear3 FFYGrant:2003 PHAFY:2003	WorkStatementforYear4 FFYGrant:2004 PHAFY: 2004	WorkStatementforYear5 FFYGrant:2005 PHAFY:2005
	Annual Statement				
MI11 -3Scattered Sites		568,729			
PHA-Wide			568,729	568,729	568,729
CFPFundsListedfor 5-yearplanning		568,729			
			568,729	568,729	568,729
ReplacementHousing FactorFunds					

**CapitalFundProgramFive -YearActionPlan**  
**PartII:SupportingPages —WorkActivities**

Activitiesfor Year1	ActivitiesforYear:2 FFYGrant:2002 PHAFY:2002			ActivitiesforYear:3 FFYGrant:2003 PHAFY:2003		
	<b>Development Name/Number</b>	<b>MajorWork Categories</b>	<b>EstimatedCost</b>	<b>Development Name/Number</b>	<b>MajorWork Categories</b>	<b>EstimatedCost</b>
See	MI11 -3ScatteredSites	PorchRepair	9,380	PHA -Wide	ReplacementReserve	568,729
Annual		BasementRepair	10,360			
Statement		SidingReplacement	55,000			
		RoofReplacement	58,572			
		DoorReplacement	29,290			
		WindowReplacement	35,000			
		LandscapeRepair	11,690			
		A&E	45,000			
		FurnaceReplacement	30,000			
		WaterHeater Replacement	13,440			
		ElectricService	29,000			
		FloorReplacement	38,892			
		Painting	10,626			
		BaseboardReplacement	6,678			
		KitchenCabinets	45,000			
		KitchenPlumbing	5,750			
		Electrical Repair	25,270			
		Wall/CeilingRepair	30,716			
		TubandFixtures	36,540			
		Insulation	10,000			
		Gutters	7,500			
		Miscellaneous	25,025			
		<b>TotalCFPEstimatedCost</b>	568,729			\$568,729



**AttachmentJ**  
**Component3(6)DeconcentrationandIncomeMixing**

a.  Yes       No      DoesthePHAhaveanygeneraloccupancy(family)public housingdevelopmentscoveredbythedeconcentrationrule? Ifno,thissectioniscompl ete.Ifyes,continuetothnext question.

b.  Yes       No      Doanyofthesecovereddevelopmentshaveaverage incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

\*Seeattacheddeconcentrationanalysisinaccordancewith PIHNotice2001 -4and24CFRPart903

Ifyes,listthesedevelopmentsasfollows:

<b>DeconcentrationPolicyforCoveredDevelopments</b>			
<b>Development Name</b>	<b>NumberofUnits</b>	<b>Explanation(if any)[seestep4at 903.2(c)(1)(iv)]</b>	<b>Deconcentration Policy(ifno explanation)[see step5at 903.2(c)(1)(v)]</b>

**AttachmentK**  
**Component10(B)VoluntaryConversionInitialAssessments**

- a. HowmanyofthePHA’sdevelopmentsaresubjecttotheRequiredInitial Assessments?2developments
- b. HowmanyofthePHA’sdevelopmentsarenotsubjecttotheRequiredInitial Assessmentsbasedonexemptions(e.g.,elderlyand/ordisableddevelopmentsnot generaloccupancyprojects)?1development
- c. HowmanyAssessmentswereconductedforthePHA’scovereddevelopments? 2assessments

d. IdentifyPHAdevelopmentsthatmay beappropriateforconversionbasedonthe RequiredInitialAssessments:None

DevelopmentName	NumberofUnits

- d. IfthePHAhasnotcompletedtheRequiredInitialAssessments,describethestatusof theseassessments:All assessmentsarecomplete.

**AttachmentL**  
**MonroeHousingCommission**  
**DefinitionofSubstantialDeviation**

Substantialdeviationsorsignificantamendmentsormodificationsaredefinedasdiscretionary changesintheplansorpoliciesofthehousingcommissionthatfundamentallychange the mission,goals,objectives,orplansoftheagencyandwhichrequireformalapprovaloftheBoard ofCommissioners.

**AttachmentM**  
**ActionPlanforthePHASResidentSurvey**

**OVERVIEW/BACKGROUND**

The results of the Customer Service and Satisfaction Survey indicate that Monroe Housing Commission received the following scores:

Maintenance Repair	95%
Communication	85%
Safety	78%
Services	98%
Neighborhood Appearance	82%

As a result of scoring high in all categories, the Monroe Housing Commission is not required to submit an action plan.