

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

Small PHA Plan Update
Annual Plan for Fiscal Year: **2003**

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

PHA Plan Agency Identification

PHAName: Hayti Heights Housing Authority

PHANumber: MO223

PHAFiscalYearBeginning: (04/2003)

PHA Plan Contact Information:

Name: Hayti Heights Housing Authority – Patricia Stewart

Phone: (573) 359 -2710

TDD:

Email (if available): MO223@sheltonbbs.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
- PHA development management offices
- Main administrative office of the local, county or State government
- Public library
- PHA Web site
- Other (list below)

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

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

PHA Programs Administered :

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

**Annual PHA Plan
Fiscal Year 2003**
[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.

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- Other (List below, providing each attachment name)
- Voluntary Conversion Assessment - Component 10B mo223d05
- Assessment Letter mo223c05
- Modification to the Dwelling Lease mo223a05
- Attachment of the Pet Policy mo223e05
- Attachment of the Safety Prevention Based on RASS Survey mo223h05
- Annual Statement/Performance & Evaluation Report (2002) mo223i05
- Annual Statement/Performance & Evaluation Report (2003)

ii. Executive Summary

[24CFR Part 903.79(r)]

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

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 have been modifications to the ACOP and the Dwelling Lease. Beginning in August/September 2003 the tenants in the MO36P223001 and MO36P223003 developments shall begin paying their individual water bills. (An updated UA has been provided to the tenants.)

2. Capital Improvement Needs

[24CFR 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? \$ 171,097.00

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 included

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is included

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

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)	
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

[24CFR Part 903.79(k)]

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

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

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

- Establishing a minimum homeowner 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 PHAs 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. N/A

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? \$ _____

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 as Attachment _____

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 attached as Attachment (Filename)
- 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
 - 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) **No one attended the meeting that was held on April 3, 2003**

B. Statement of Consistency with the Consolidated Plan

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

- 1. Consolidated Plan jurisdiction: (**State of Missouri**)
- 2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
 - The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 - The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan. The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 - Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
 - Other: (list below)
- 3. PHA Requests for support from the Consolidated Plan Agency
 - Yes No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below) **The Hayti Heights Housing Authority will continue to uphold the Dwelling Lease.**

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

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

A. Substantial Deviation from the 5-year Plan:

- * Replacement of bypass closet door to swing doors with metal frames (003)**
- * Replacement of bathroom doors and hardware to metal frames (001 *003)**
- * Replacement of interior doors and hardware to metal frames (001 *003)**
- * Replacement of kitchen cabinets and countertops (003)**
- * Replacement of kitchen faucets (003)**

B. Significant Amendment or Modification to the Annual Plan: Beginning in approx. in September 2003 the tenants in 001 *003 shall begin paying their own individual water bills. UA's have been updated

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.

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary) RASS Follow-up Plan in file for review	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	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 X <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Grievance Procedures
	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
	Approved HOPEVI applications or, if more recent, approved or submitted HOPEVI 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).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition

	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing home ownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
	PHDEP-related documentation: <ul style="list-style-type: none"> · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 76.1.15); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · 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. 	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) X <input type="checkbox"/> check here if included in the public housing A&O Policy	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs

<p>X</p>	<p>Othersupportingdocuments(optional) (listindividually;useasmanylinesasnecessary) ResponseoftheRASSurveyisasfollows: <u>Communication</u> Thetenantsaren'tattendingthescheduledmeetings,therefore, theywill notlearnaboutanymaintenanceorrepairs. Managementisverysupportiveoftheresidentorganization. She'sconstantlytellingtheorganization(especiallythepresident) thattheyneedtomeettodiscussissues.Shehasalsotoldthem thatshe' snotaskinganyonetodoherjob;butifthey speaktothe tenantsonhowimportantitisforthemtofollowtheleaseand attendthemeetings,maybetheywouldlistentothembecauseshe haslearnedthatthetenantswilllistenmoretoothertenantsthan anyoneelse.</p> <p><u>SAFETY</u> Thetenantsshouldfeelmuchsafetheirunits sincetheyhave securityscreensonthewindows,securitystormscreeendoors,and exteriordoorswithmetalframes.(Seeattachmentmo223h02on moresafetyissues).</p> <p><u>NEIGHBORHOODAPPEARANCE</u> Theexteriorpartsofthebuildingslookmuchbetterduetonew roofsandsoffits.Also,allofthebroken/torn guttershavebeen takendown. Theupkeepoftheparkismuchbetterduetothereplacementof thefence. All damageditemsintherecreationareahasbeenremoved, therefore,theparkarealooksbetterandissafe. Hastoldthemaintenanceemployeesiftheyseeanybroken glassonthestreets,sidewalksoretc.theyneedtoimmediately removeitbecauseit isn'tsafe! Hasspokenwithallofthepoliceofficers&theChiefofPolice thatiftheyrespondtoacallforpeacedisturbancetomakesure theygivemeareportonitbecause thatgoesagainstthehousing DwellingLease.Hastoldthetenants toreviewtheleasethey signedbecause theycan/willgettheirleaseterminatedbecauseof peacedisturbance.(toomuchnoisecreatesdisturbance.) TheHAisstillpayingthepestcontroltousebaitfortheindoor rodents/insects.TheE.D.isstilltryingtohelpthe tenantsunderstandthatitisnotjustuptotheHAto trykeepa handleonthisproblem.Itistheirresponsibilityaswell,because theycan'thavefoodonthecabinets,ranges,noroutsideoftheir unitsandexpectnottohaveany rodents/insects.Any animal/insectwilleatthefoodthattheyhavebeforeeatingany bait.Iftheydonohaveanyfoodleftoutforthemtoeat,then theywilleatthebait,whichwilleventuallycausethemnottohave aproblemwiththem. E. D.hasinformedthetenants theyhavetomakesuretheytake theirgarbageouteachtimethegarbagetruckrunstoprevent trash/litter/rodents. TheHousingAuthorityhashadaproblemwithvacantunitsdue tonon-paymentofrents,damagedtotheunit sandpolice screening.Atthesametime,theHAiscontinuingtoaccept applicationsandadvertiseto preventsomanyvacancies.</p>	<p>(specifyasneeded)</p>
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Annual Statement/Performance and Evaluation Report					
Capital Fund Program and Capital Fund Program Replacement					
Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHAName: Hayti Heights Housing Authority 100 North Martin Luther King Drive Hayti Heights, MO 63851		Grant Type and Number Capital Fund Program : MO-36P223501-03 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 2003	
<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	\$17,109.00	17,109.00		
3	1408 Management Improvements				
4	1410 Administration	\$17,109.00	16,168.00		
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs	\$12,500.00	12,500.00		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	\$122,379.00	125,320.00		
11	1465.1 Dwelling Equipment — Nonexpendable				
12	1470 Nondwelling Structures	\$2,000.00			
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)	\$ 171,097.00	\$ 171,097.00		
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				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: . Hayti Heights Housing Authority		Grant Type and Number Capital Fund Program#: MO-36P223501-03 Capital Fund Program Replacement Housing Factor#:				Federal FY of Grant: 2003		
Development Number	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	Operations	1406		\$17,109.00	17,109.00			
HA -Wide	Partial salary & benefit staff to administer program	1410		\$17,109.00	16,168.00			
HA -Wide	A/E Fees	1430		\$12,500.00	12,500.00			
MO36P223001	Remove & replace floortile	1460	303 bedrms. 2 bathrooms	\$30,660.00	30,660.00			
MO36P223001	Remove & replace covebase	1460	303 bedrms. 2 bathrooms	\$21,005.00	12,000.00			
MO36P223001	Replace storage doors to metal doors/frame	1460	30 units		6,000.00			
MO36P223001	Replace utility doors to metal frames	1460	303 bdrms.		6,000.00			
MO36P223001	Replace hall closet door to metal frames	1460	303 bdrms.		6,000.00			
MO36P223003	Remove & replace floortile	1460	103 bedrms. 202 bedrms.	\$30,660.00	30,660.00			
MO36P223003	Remove & replace covebase	1460	103 bedrms. 202 bedrms.	\$21,005.00	12,000.00			
MO36P223003	Replace bypass closet doors & jamb to swing doors	1460	103 bdrms. 202 bdrms.	\$19,049.00				
MO36P223003	Replace storage doors with metal door/frames	1460	30 units		6,000.00			
MO36P223003	Replace 1 st closet doors to metal frames	1460	202 bdrms.		4,000.00			
MO36P223003	Replace hall closet doors to metal frames	1460	30 units		6,000.00			
MO36P223003	Replace furnace door to metal frames	1460	202 bdrms.		4,000.00			
MO36P223003	Replace utility closet door to metal frame	1460	103 bdrms		2,000.00			
Agency-Wide	Replace main entry door to office	1470		2,000.00				
	Totalestimatedcost overnext5years			171,097.00	171,097.00			

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

PHAName: Hayti Heights Housing Authority	Grant Type and Number Capital Fund Program#: MO-36P223501-03 Capital Fund Program Replacement Housing Factor#:					Federal FY of Grant: 2003	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA -Wide	12/31/04	12/31/04		12/31/05	12/31/05		
HA -Wide	12/31/04	12/31/04		12/31/05	12/31/05		
HA -Wide	12/31/04	12/31/04		12/31/05	12/31/05		
MO36P223001	12/31/04	12/31/04		12/31/05	12/31/05		
MO36P223001	12/31/04	12/31/04		12/31/05	12/31/05		
MO36P223001		12/31/04					
MO36P223001		12/31/04					
MO36P223001		12/31/04					
MO36P223003	12/31/04	12/31/04		12/31/05	12/31/05		
MO36P223003	12/31/04	12/31/04		12/31/05	12/31/05		
MO36P223003	12/31/04	12/31/04		12/31/05	12/31/05		
MO36P223003		12/31/04			12/31/05		
MO36P223003		12/31/04			12/31/05		
MO36P223003		12/31/04			12/31/05		
MO36P223003		12/31/04			12/31/05		
MO36P223003		12/31/04			12/31/05		
Agency-Wide	12/31/04			12/31/05			

Capital Fund Program 5 - Year Action Plan

Complete one table for each development in which work is planned in the next 5 PHA fiscal years.
 Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA
 fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from
 Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual
 Statement.

CFP5 - Year Action Plan		
<input checked="" type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	Planned Start Date (HA Fiscal Year)
MO36P223001 MO36P223003 HA-Wide	Hayti Heights Housing Authority	2004
Description of Needed Physical Improvements or Management Improvements		
001		
Install new trees	(30)	\$3,900.00
Install new shrubs (30)		\$1,170.00
Insulate DWH Tanks (30)		\$750.00
Replace incandescent lamps	(30)	\$1,350.00
Install cold water saving devices (30)		\$1,350.00
Hydro seed lawns 13,500 sq -ft		\$8,999.00
Install attic insulation (30)		\$12,000.00
Install concrete parking spaces (30)		\$6,641.00
Install waste receptacles (2)		\$520.00
Install playground equipment		\$14,629.00
003		
Install new trees	(30)	\$3,900.00
Install new shrubs (30)		\$1,170.00
Insulate DWH Tanks (30)		\$750.00
Replace incandescent lamps	(30)	\$1,350.00
Install cold water saving devices (30)		\$1,350.00
Install attic insulation (30)		\$12,000.00
Install concrete parking spaces	(30)	\$6,641.00
Install playground equipment		\$14,628.00
006		
Replace water heaters (25)		\$3,500.00
HA-Wide		
New Truck	(1)	\$15,000.00
Replace (4) interior office doors (2) bathroom doors to metal frames		\$1,200.00
Replace Community Center closet doors/guides to swing doors/metal frame		\$1,343.00
Replace Community Center entrance door to metal frame		\$200.00
1406 Operations		\$17,978.00
1407 Administration		\$17,978.00
1430 Fees and Cost		\$12,000.00
Replacement Reserves		\$8,800.00
Total estimated cost over next 5 years		\$171,097.00

CFP5 -YearActionPlan

Printed on: 7/10/2003 8:57AM

Original statement Revised statement

Development Name **Hayti Heights Housing Authority**
 (or indicate PHA wide)

MO223P3001
MO223P3003
PHA -Wide

Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year) 2005
001 Replace outside faucet on units (30 units)	\$4,500.00	
003 Replace outside faucet on units (30 units)	\$4,500.00	
006		
Replaces offit (25 units)	\$12,000.00	
Replace roofs (25 units)	\$37,000.00	
Replace water heaters (25 units)	\$3,500.00	
Replace ranges (25 units)	\$7,500.00	
Replace Refrig. (24 units)	\$9,600.00	
Replace range vent hoods (25 units)	\$1,000.00	
Replace kitchen cabinets		
(base, wall, countertop & supply lines) (25 units)	\$28,497.00	
Install lavatory cabinets & countertop (54 bedrms.)	\$7,000.00	
Agency -Wide		
Replace maintenance shed offit (1)	\$500.00	
Replace maintenance shed roof (1)	\$1,500.00	
1406 Operations	\$14,000.00	
1407 Administration	\$14,000.00	
1408 Fees and Cost	\$13,000.00	
Replace Reserves	\$13,000.00	

Totalestimatedcostovernext5years **\$171,097.00**

CFP5 - Year Action Plan		
<input checked="" type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
MO223P223001 MO223P223003 PHA-Wide	Hayti Heights Housing Authority	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year) 2006
001 Replace furnaces (30 units)	\$27,000.00	
003 Replace furnaces (30 units)	\$27,000.00	
006 Replace furnaces (25 units)	\$22,500.00	
Replace a/c's (25 units)	\$17,500.00	
Replace bypass closet doors & jambs To swing doors (203 bdrms) (54 bdrms)	\$16,075.00	
Replace utility closet doors (25 units)	\$3,750.00	
Replace kitchen pantry doors (5) (1 line each 4 bdrm)	\$750.00	
Replacement Reserves	\$19,251.00	
1406 Operations	\$13,271.00	
1410 Administration	\$13,000.00	
1430 Fees and Cost	\$11,000.00	
Total estimated cost over next 5 years	\$171,097.00	

CFP5 -YearActionPlan

Printedon: 7/10/20038:57AM

Originalstatement Revisedstatement

DevelopmentNumber	DevelopmentName HaytiHeightsHousingAuthority (orindicatePHAwide)
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MO223P223001
MO223P223003
PHA-Wide

DescriptionofNeededPhysicalImprovementsorManagem Improvements	EstimatedCost
--	----------------------

PlannedStartDate
(HAFiscalYear)
2007

006	
Remove&replacefloortile(203bedrooms) (54bedrooms)	\$30,660.00
Remove&replaceco vebase(203bedrooms) (54bedrooms)	\$21,000.00
Remove&replacedriveentrances(25units)	\$37,500.00
Replacementreserves	\$32,719.00
1406 Operations	\$17,109.00
1407 Administration	\$17,109.00
1430FeesandCost	\$15,000.00

Totalestimatedcostovernext5years	\$171,097.00
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PHA Public Housing Drug Elimination Program Plan

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

Section 1: General Information/History

A. Amount of PHDEP Grant \$ _____ **N/A** _____

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. This summary must not be more than five (5) sentences long.

E. Target Areas

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

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

F. Duration of Program

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

12 Months _____ **18 Months** _____ **24 Months** _____

G. PHDEP Program History

Indicate each FY that funding has been received under the PHDEP Program (place an "x" by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund 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.

FFY ____ PHDEP Budget Summary	
Original statement	
Revised statement dated:	
Budget Line Item	Total Funding
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	
TOTAL PHDEP FUNDING	

C. PHDEP Plan Goals and Activities

In the tables below, provide information on the PHDE P 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 table). PHAs are not required to provide information in shaded boxes. Information provided must be concise — not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement							Total PHDEP Funding: \$	
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.								

9115 - Special Initiative							Total PHDEP Funding: \$	
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.								

9116 - Gun Buyback TAMatch							Total PHDEP Funding: \$	
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.								

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

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

9140 - Voluntary Tenant Patrol							Total PHDEP Funding: \$	
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.								

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

9160 -DrugPrevention							TotalPHDEPFunding:\$		
Goal(s)									
Objectives									
ProposedActivities	#ofPersons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	OtherFunding (Amount /Source)	Performance Indicators		
1.									
2.									
3.									

9170 -DrugIntervention							TotalPHDEPFunding:\$		
Goal(s)									
Objectives									
ProposedActivities	#ofP ersons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	OtherFunding (Amount /Source)	Performance Indicators		
1.									
2.									
3.									

9180 -DrugTreatment							TotalPHDEPFunding:\$		
Goal(s)									
Objectives									
ProposedActiv ities	#ofPersons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	OtherFunding (Amount /Source)	Performance Indicators		
1.									
2.									
3.									

9190 -OtherProgramCosts							TotalPHDEPFunds:\$		
Goal(s)									
Objectives									
ProposedActivities	#ofPersons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	OtherFunding (Amount /Source)	Performance Indicators		
1.									
2.									
3.									

Required Attachment (mo223f05): 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: **Crystal Harris & Linda Burton**

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

Elected

Appointed

C. The term of appointment is (include the date term expires) **June 17, 2007** :

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 30 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):

A. Date of next term expiration of governing board member **December 2003**
(**Mr. William Jones**)

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

**Required Attachment (mo223g05): 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.)

Patricia Gorman
Debra Pickens
Patricia Pickens
Belinda Banks

Attachment(mo223h05):Safety ---ContinuedFromRASSSurvey

Police Live -in Unit(#101 North Martin Luther King Drive)

The police unit is a cooperative method of reporting crime and criminal activity by issuing the Housing Authority police reports on all criminal/non-criminal activities in a respectable, timely fashion. The police unit is also used to help the Housing Authority receive a much better appearance; in order to have a stronger waiting list and living environment.

The police will be charged a lower rent as an incentive.

During the time a police officer is residing at the unit he/she is expected to use the unit solely to help keep all of the Housing Authority developments in a safe, sanitary and healthy conditions. All rules in the dwelling lease apply to him/her as it does to all other tenants. He/she is to pay rent and keep his/her unit and grounds safe, clean and sanitary at all times. He/she cannot allow any visitor to live/stay without the written consent of the Housing Authority. The unit also consists of one parking area as the other 84 units have.

The unit will continue to be a police live-in as long as the Housing Authority feels there's need for one. If/when the Housing Authority feels there's no longer any need for the police unit the Housing Authority will give him/her a 30-day notice in order to vacate.

Police Sub-station(#204 North Martin Luther King Drive)

The police substation was approved for a three (3) year period as per the letter dated from TARCON on November 17, 2000. The ending date is November 17, 2003. The unit may continue to be a substation until the said date of November 17, 2003 and/or as long as the substation is being used toward on-going anti-drug efforts and as a cooperative method of reporting and tracking crime and criminal related activities on the Housing Authority property. (This can't be a live-in unit. If the Housing Authority discovers this unit is being used as a live-in unit, it will immediately be returned back into a resident unit.)

HAYTI HEIGHTS (MO)HOUSING AUTHORITY
100N.M ARTIN LUTHER KING DRIVE
HAYTI HEIGHTS,MO63851 -9664

DWELLING LEASE



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**HAYTI HEIGHTS HOUSING AUTHORITY
DWELLING LEASE**

SECTION 1. PARTIES

THE HAYTI HEIGHTS HOUSING AUTHORITY (herein referred to as “we,” “us,” “it,” or “Authority,” does hereby lease to _____ (herein referred to as “you,” or “yours” or “the Tenant”) a _____ bedroom apartment located at _____, County of Hayti Heights, State of Missouri.

SECTION 2. TERM

The initial term of this agreement shall begin on _____, 20____ and shall end at midnight on the last day of the twelfth month. If this Agreement is not terminated or modified by either the Tenant or the Authority, as permitted by this agreement, it shall automatically be renewed except for noncompliance with the Authority’s 8 hour per month community service requirement in accordance with the approved Admissions and Continued Occupancy Policy. Automatic renewal shall be for successive terms of one year (12 months) with the same terms and conditions.

SECTION 3. HOUSEHOLD MEMBERS

The tenant may permit only the following persons to occupy this unit:

Name Sex Social Security No. Date Of Birth Relationship

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

SECTION 4. RENT

You agree to pay \$_____ per month as the beginning rental amount. You understand that the apartment is subsidized and rents are based upon U.S. Department of Housing and Urban Development (HUD) regulations which require that the Authority allow residents to choose between paying an income-based rent or a flat rent. You agree that the rent may be changed during the term of this lease in accordance with Section 9 _____ of this lease.

The rent is payable by you, without demand, in advance of or on the first day of each month. This rent will remain in effect unless adjusted in accordance with Sections 5 and 9 of this lease. If your lease is effective after the first day of the month, we have pro-rated the rent for the first month. The pro-rated amount is \$_____. If the final period of your tenancy is less than a full month and you have given us the proper notice of your intent to vacate as described in Section 20 of this lease, you shall only be responsible for a pro-rated share of the rent for that month.

Payments can be made only in the form of personal check or money order. Personal checks or money orders shall be made payable to "Hayti Heights Housing Authority." Payments may be made in person during posted hours on _____ly, or mailed to:

Hayti Heights Housing Authority
100 N. Martin Luther King Drive
Hayti Heights, MO 63851 -9664

SECTION 5. UTILITIES AND APPLIANCES

- A. Owner-Supplied Utilities. We agree to furnish the following utilities in reasonable quantities: HEAT; HOT WATER; ELECTRICITY; COOKING FUEL; and WATER. The Authority will not be responsible for the failure to furnish utilities for any cause whatsoever beyond its control. The Tenant agrees not to waste the utilities provided by the Authority, and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels.
- B. Tenant-Supplied Utilities. You are responsible for the cost of electricity and cooking gas attributable to your apartment. The Tenant must put the electric bills in the Tenant's name prior to move-in date. Failure to place the electric bills in your name is a serious and material violation of your lease, and subject to termination as specified in Section 20.
- C. Owner-Supplied Appliances/Services. We shall furnish range, refrigerator and routine maintenance services.
- D. Excess Utility Costs. Excess utility costs for items including but not limited to air conditioners, freezers, additional refrigerators, fans, etc. owned by the tenant shall be paid by the tenant. If the gas or electricity for these appliances is not measured by a check meter, you will be charged the flat monthly fee identified in the Schedule of Excess Utility Charges posted in the Housing Authority office.

SECTION 6. KEYS AND LOCKS

We agree to provide you with two (2) sets of keys to your apartment and mailbox, and other identification/entry devices as applicable upon execution of this lease. You agree to return these keys and other devices when you vacate the apartment. If you fail to do so, your account will be charged for either an additional service, device/key copy or a new lock in accordance with the

Schedule of Tenant Charges. You agree not to install additional or different locks, bars or gates on any door or window in your apartment.

SECTION 7. SECURITY DEPOSIT

You agree to pay a security deposit in the amount specified in Section 26 upon signing of this lease. We agree to accept, retain, and return this security deposit in a manner consistent with state laws and HUD regulations as applicable. You agree and understand that this security deposit will not be applied toward rent or other amounts due under this lease during your tenancy.

At the termination of this lease, we may use the security deposit as reimbursement for the cost of repairs due to intentional or negligent acts by you or your guests, any collection of fees, attorney's fees and court costs caused by failure to pay rent, make repairs or quit the premises, or any other charges due from you, members of your household or guests. A written statement of charges to be deducted, if any, will be given to you.

Your Security Deposit will be returned to you provided:

- (a) All payments due are paid;
- (b) The apartment and equipment are left in clean and operational condition;
- (c) The keys to the apartment are received by the Authority; and
- (d) There are no damages other than normal wear and tear.

SECTION 8. OTHER CHARGES

In addition to rent, you shall be responsible for certain other charges specified in this lease. Other charges include:

- A. Maintenance Costs -- The cost of services or repairs due to intentional or negligent damage to the apartment, common areas or grounds beyond normal wear and tear, caused by the Tenant, household members or by guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, the Tenant shall be charged the cost of such services in accordance with a Schedule of Maintenance Charges posted by the Authority. For work not listed on the Schedule, the Tenant shall be charged the actual cost to the Authority for labor and materials needed to complete the work. Charges are due and payable 14 days after written notice of the charge is given to the Tenant.
- B. Excess Utility Charges -- A charge shall be assessed for excess utility consumption due to the operation of major tenant-supplied appliances or exceeding any Authority established monthly allotment if on a check meter. This charge does not apply to Tenants who pay their utilities directly to a utility supplier. Charges are due and payable in accordance with the Schedule of Excess Utility Charges posted in the Housing Authority office.

- C. Installation Charges -- A charge shall be assessed for installation of tenant supplied appliances such as air conditioners. Charges are due and payable fourteen days after installation has occurred.
- D. Late Charges - A charge of \$20 plus attorney, sheriff and court fees and costs shall be assessed when rent or other charges are not paid on or before the 5th working day of the month (including holidays) for a first violation in a twelve month period. The charge will increase to \$50 plus attorney, sheriff and court fees for a second or subsequent violation in a twelve month period. This charge is due immediately.
- E. Lawn Charges – Lawn charges are \$20.00 for paper, etc.
- F. Locked out Charges – Locked out charges are as follows:
- Locked out during working hours 8:00am – 5:00pm – \$5.00
 - Locked out 5:01pm – 10:00pm – \$15.00
 - Locked out 10:01pm – 7:59am – \$20.00
 - Locked out on weekends anytime – \$20.00

SECTION 9. REDETERMINATION OF RENT, ELIGIBILITY, UNIT SIZE

- A. Redetermination Process . For residents selecting an income -based rent, the Authority will re-determine your rent, eligibility and unit size and other annual requirements at least once a year in accordance with federal regulations. Residents electing to pay a flat rent shall have family composition reviewed annually and rent redetermined every three years. You agree to provide the Authority, when requested and by the date specified, accurate and complete information as to the household composition, the age of household members, income and sources of income of all household members, household assets and any other related information necessary for us to determine eligibility, annual income, adjusted income and rent. This determination shall be in accordance with the approved Admissions and Continued Occupancy Policy, Income Limits, that Rent Schedule, and Occupancy Standards which shall be furnished to you upon request.
- B. When Rent May Change . Rent as stated in Section 4 hereof shall remain in effect until revised at your next scheduled reexamination or unless:
- (1) Your family composition changes. A change in family composition must be reported within 10 days of its occurrence, and must conform to the requirements of the Admissions and Continued Occupancy Policy.
 - (2) Your family has a decrease in income which would justify a reduction in rent. Tenants should report such decreases immediately so a rent reduction can take effect as soon as possible.
 - (3) Your family is paying a flat rent or the minimum rent and claims, and can verify to the satisfaction of the Authority, that a financial hardship exists.

- (4) If it is found that you have misrepresented the facts upon which your rent is based so that the rent you are paying is less than what should have been charged, then we may terminate the lease and increase the rent retroactively. Such an increase shall be due and payable when billed.
- (5) Directives by the Federal Government require changes to the Admissions and Continued Occupancy Policy or the method of computing rent.
- (6) We conduct a special re-examination. Special re-examinations may be conducted when we determine that one is necessary such as when it has not been possible to make an accurate estimate of Annual Income.

C. Notice of Rent Adjustment. If any rent adjustment is required, we shall mail or deliver a "Notice of Rent Adjustment" to you pursuant to Section 18. The notice shall become an attachment to this lease and shall amend Section 4. With rent decreases, the adjustments shall be effective the first of the month following the month in which you furnished the information required by us to justify a rent decrease. With rent increases, the adjustment shall become effective the first of the second month following the Authority's notice to you of the new rent amount, unless the rent increase results from a finding of intentional misrepresentation under Section 9B(4).

D. Apartment Size No Longer Appropriate. If we determine that the size of the dwelling unit is no longer appropriate, you agree to transfer to an appropriate size unit upon notice by the Authority that such a dwelling is available, in accordance with Section 15 of this lease agreement.

E. Continued Assistance. You will remain eligible for continued assistance unless we terminate or do not renew your lease as set forth in Section 20.

SECTION 10. OBLIGATION TO REPAY

If you submit false information on any application, or annual or interim re-examination, or if you fail to abide by the interim reporting requirements contained in Section 9B, and as a result you are charged a rent less than the amount required by HUD, you agree to pay the difference between what you were charged and the correct rent. This amount is due upon receipt of a Notice of Rent Adjustment sent to you by the Authority which details the retroactive charge. You are not required to pay undercharges in rent dues solely to the Authority's failure to calculate your rent properly. If you are found to have intentionally submitted false information and/or committed fraud, you may be subject to eviction proceedings. The Housing Authority reserves the right to pursue criminal conviction for cases of fraud in a court of law.

SECTION 11 YOUR RIGHT TO USE AND OCCUPY PREMISES

A. You shall have the right to exclusive use and occupancy of the leased premises for Tenant and other household members listed on the lease. This may include the care of foster

child(ren) or adults and a live-in care attendant for a member of your family provided the accommodation of such persons conform to the Authority's Admission and Continued Occupancy policy, and so long as the Authority has granted prior written approval for the foster child(ren) or adults, or live-in aide to reside in the unit. Permission to add live-in aides and foster children shall not be unreasonably refused.

- B. Any additions to the household members named on the lease, including live-in aides and foster children, but excluding natural births or adoptions or custody awards for children under 10 years old, require the advance written approval of the Authority. Such approval may be granted only if the new family members pass the Authority's screening criteria and a unit of the appropriate size is available. You agree to wait for the Authority's approval before allowing additional persons to move into your apartment. Your failure to comply with this provision is a serious violation of the material terms of the lease, for which we may terminate the lease in accordance with Section 20.
- C. Any deletion to the household members named on the lease must be documented to the satisfaction of the Authority. In the case of an income-producing member or any member who the Authority has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, you must provide at least two documents verifying the new address of the departing household member or other evidence deemed acceptable to the Authority.
- D. With the prior written consent of the Authority, members of the household may engage in legal profit-making activities in the dwelling unit which are incidental to the primary use of the apartment as a residence by members of the household and permissible under local rules and regulations.
- E. A family member or visitor may stay in the leased unit for a period not to exceed 14 cumulative days in any one calendar year.

SECTION 12. TENANT OBLIGATIONS

A. You agree that:

1. Neither you nor any member of your household will engage in any drug-related criminal activity on or off the Authority's public housing premises; and
2. Neither you nor any member of your household or any guest, visitor, or other person under your control will engage in any violent or drug-related or criminal activity on or off the Authority's public housing premises.
3. Violation of any of the above provisions shall be deemed a material violation of the lease and is good cause for termination of tenancy. A single violation of any of these provisions shall be deemed a serious and material non-compliance of this Lease. A preponderance of the evidence shall be adequate that any of these provisions has been

violated and proof in the form of an arrest or criminal conviction shall not be required for termination of tenancy.

B. You further agree that:

1. You will not assign, sublet or transfer possession of the unit; provide accommodation to boarders or lodgers; or give long term accommodation to family members or guests in excess of 14 cumulative days without the advance written consent of the Authority.
2. You will not use or permit the use of the apartment for any purpose other than as a private dwelling solely for you and members of your household as named in Section 3 of this lease.
3. You will abide by necessary and reasonable regulations as may be set forth by the Authority for the benefit and well-being of the housing development and its tenants. These regulations shall be posted in the project office and are, by this reference, incorporated in this lease. Violations of such regulations constitutes a violation of the Lease.
4. You will comply with all obligations imposed upon tenants by applicable provisions of state and local building and housing codes materially affecting health and safety of the Tenant and household members, neighbors, or Authority staff.
5. You will keep your apartment and others such areas as may be assigned to you for your exclusive use in a decent, safe, and sanitary condition.
6. You will dispose of all garbage, rubbish and other waste from the apartment in a sanitary and safe manner only in containers approved by the Authority. You will refrain from, and cause household members, guests or visitors to refrain from, littering or leaving trash and debris in common areas or on the grounds.
7. You will use only in a reasonable manner all electrical, sanitary, heating, ventilation, air conditioning, other facilities and appurtenances including elevators.
8. You will refrain from, and cause household members, guests and visitors to refrain from destroying, defacing, damaging, or removing any part of the apartment or the Authority's public housing premises.
9. You will use reasonable care in the maintenance of smoke alarms and will immediately notify the Authority if a smoke alarm becomes inoperable. At no time may you disconnect or render a smoke alarm inoperable.
10. You will pay reasonable charges (other than normal wear and tear) for the repair of damages to the apartment, and the Authority's public housing premises, facilities, or common areas caused by you, household members, or guests in accordance with Section 8A.

11. You will act, and cause household members, guests, and visitors to act in a manner that will not (a) disturb other residents' peaceful enjoyment of their apartments; and/or (b) be conducive to maintaining all Authority projects in decent, safe and sanitary conditions.
12. You will refrain from, and cause household members, guests and visitors to refrain from abuse of alcohol and/or controlled substances that results in loud noise or an interference with the health, safety, or right to peaceful enjoyment of the premises by other residents.
13. You will not display, use or possess or allow members of your household, guests or visitor to display, use or possess any firearms (operable or inoperable) or other offense weapons as defined by the laws and courts of the State of Missouri anywhere in your apartment or elsewhere on the property of the Authority.
14. You will act in a cooperative manner with neighbors and the Authority's staff. You will refrain from, and cause household members, guests and visitors to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.
15. You will not make any repairs or alterations to your apartment or the Authority's public housing premises.
16. You will use reasonable care to keep your apartment in such condition as to ensure proper health and sanitation standards for you, your household members and neighbors. **YOU SHALL PROMPTLY NOTIFY THE AUTHORITY OF ANY KNOWN NEED FOR ANY REPAIRS TO YOUR APARTMENT**, and of known unsafe or unsanitary conditions in the apartment or in the common areas and grounds of the Project. Your failure to report the need for repairs in a timely manner may be considered to contribute to any damage that occurs.
17. You will permit us entry to your apartment to perform repairs, make inspections, exterminate (scheduled or otherwise) or show the apartment for re-leasing in accordance with Section 17 of this lease.
18. You will give prompt written notice when the apartment is to be vacant for one week or more; however, such notices shall not render the Authority responsible for any personal property of any nature or description left in or on the leased premises during the tenant's absence.
19. You will take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises. You will not store or use a kerosene heater in your apartment.

20. You will maintain and use sidewalks, areaways, passage areas, elevators, or stairs in such a way as not to create any safety hazard, or be obstructed, or used for any purpose other than entrance or exit from the apartment or building.
21. You will only park properly registered, inspected operable, and Authority -authorized vehicles in authorized parking areas only, and shall refrain from, and cause household members, guests, and visitors to refrain from parking vehicles in any right -of-way fire lane or unauthorized area. Any unregistered, uninspected, inoperable or unauthorized vehicle or improperly parked vehicle will be removed from the Authority property at the Tenant's or car owner's expense. You will display an Authority -issued parking decal in the proper location on your car.
22. You will refrain from, and cause household members, guests or visitors to refrain from making automobile repairs on Authority property.
23. You will insure that you or no member of your household keeps, maintains, harbors, or boards any dog, cat, livestock, or pet of any nature in your apartment or on the grounds of the Authority property without prior approval of the Housing Authority and in compliance with the Pet Policy in force at the time. Exceptions may be made for a person with a disability who requires a trained, service animal as a reasonable accommodation for his or her disability.
24. You will immediately place in your name and always promptly pay for any utility service not provided by the Authority, and avoid disconnection of utility service for such utilities.
25. You will promptly notify the Authority of your decision to vacate the apartment in accordance with Section 20. You shall leave the apartment in same condition (except for normal wear and tear) as when you moved in and in a broom cleaned condition. Upon vacating your apartment, you are responsible for the apartment and the equipment therein, and will be charged a daily rent until the keys are received by the Authority.
26. You agree that you will not allow to visit or reside on the premises individuals who have a history of engaging in 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.
27. You agree not to commit any fraud in connection with any government subsidized housing assistance program, and not to receive assistance for occupancy of any other unit assisted under any government subsidized housing program during the term of the lease.
28. You will inform the Authority if you or any member of your household requires reasonable accommodations due to disability in order to comply with the terms of this lease.

SECTION 13. AUTHORITY OBLIGATIONS

We agree, other than for circumstances beyond our control, that:

1. We will maintain your apartment and the public housing premises in decent, safe, and sanitary conditions.
2. We will comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. We will make necessary repairs to the apartment.
4. We will maintain in good and safe working condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied by the Authority.
5. We will provide and maintain appropriate receptacles and facilities (except containers for exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste.
6. We will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage); EXCEPT where the building that includes the apartment is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
7. We will notify you of the specific grounds for any proposed adverse action by the Authority. Such adverse action includes, but is not limited to: a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair or for excess consumption of utilities. The Authority's notice of the proposed adverse action will inform the Tenant of his/her right for a grievance hearing in accordance with the Authority's Tenant Grievance Procedures.
8. We will provide on a scheduled basis and, as the need may arise, extermination services to locations designated by the Authority.
9. We will make reasonable accommodations in leasing and other policy requirements when requested by a tenant with disabilities which qualify for reasonable accommodation; provided that the requested accommodations does not impose an undue financial or administrative burden on the Authority or result in a lowering or waiving of essential lease requirements.

SECTION 14. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the tenant and household members, it is agreed that:

- A. You shall immediately notify the Authority of the damage and intent to abate rent, when damage is or becomes sufficiently severe that you believe you are justified to abate rent.
- B. We shall repair the unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by the you, household members, guests, or visitors, the reasonable cost of the repairs shall be charged to and paid by you.
- C. We shall offer you a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time, and the hazardous condition was not caused by the you, household member, guests or visitors.
- D. You shall accept any replacement unit offered by the Authority.
- E. In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are not provided, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling unit. No abatement of rent shall occur if you reject alternative accommodations or if the damage was caused by you, household members, guests or visitors.
- F. You agree to continue to pay full rent, less the abated portion agreed by the Authority, during the time in which the defect remains uncorrected.
- G. If the Authority determines that the apartment is uninhabitable because of imminent danger to the life, health, and safety of the Tenant, and alternative accommodations are refused by the Tenant, the Lease shall be terminated, and any rent paid will be proportionately refunded to the Tenant.

SECTION 15. SIZE OF DWELLING UNIT

You understand that federal regulations permit us to assign units according to the size of the household, and the age, sex, and relationship of household members. You agree to transfer to an appropriate size dwelling unit if we determine at annual or interim re-examination that such a transfer is necessary to correct an overcrowded or underhoused situation and a unit is currently available. We will give you at least a sixty (60) day advance notice of our intention to transfer you to a suitable unit prior to an actual offer of a new unit and lease, and will discuss housing options with you and attempt to accommodate your needs to the greatest extent feasible. However, when after this sixty day period the Authority has an appropriate unit available, we will notify you in writing informing you of the location and size of the unit, and provide you with seven days to accept the offer of this new unit and an additional seven (7) days to complete the move. With the exception of moves related to modernization activity, you will be responsible for any costs associated with moving to the new apartment. Upon your transfer, you agree to execute a new lease. Refusal of a unit or a unit transfer due to an underhoused or overhoused situation will result in termination of this lease.

SECTION 16. INSPECTIONS

- A. **Move-in Inspections:** The Authority and you or your representative shall inspect the apartment prior to occupancy by you. We shall furnish you with a copy of the inspection report indicating the condition of the premises, apartment and the equipment provided with the apartment. You agree that you have inspected the apartment and find the apartment is safe, clean, and in good condition except as indicated on the inspection report attached to and made part of the lease. You also agree that all appliances and equipment are in good working condition and that we have made no promise to decorate, improve, alter or repair the apartment or any of its contents except as noted on the Inspection Report. This Inspection Report shall be signed by us and you and be retained in your folder.
- B. **Annual Inspections.** An inspection of each dwelling unit will be conducted at least once each year to check needed maintenance, resident housekeeping, and other lease compliance matters. The Authority will furnish you with a written statement of unit conditions and/or any charges for repairs or removal of non-approved alterations to your apartment.
- C. **Special Inspections.** Representatives from HUD and/or other U.S. Government Officials may visit the Authority to monitor operations and, as part of the monitoring, may inspect a sampling of the federal public housing inventory.
- D. **Other Inspections:** The Authority will inspect the apartment two months after move-in date and annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. The Authority, at its sole discretion, may inspect your apartment more frequently as needed. You will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the apartment.
- E. **Move-out Inspections:** When you vacate the apartment, we shall inspect the apartment and furnish you with a statement of charges, if any, for which you are responsible. You and/or your representative may join in such inspection unless you vacate without notice. If you vacate without notice, we shall not be required to give you notice of the inspection.

SECTION 17. ENTRY OF PREMISES DURING TENANCY

The Authority has the right to enter your apartment under the following circumstances:

1. We or our agent may enter your apartment during reasonable hours upon forty-eight (48) hours notice to you to perform routine inspections, to make repairs or improvements, or to show the apartment for leasing.
2. We or our agent may enter your apartment at any time without prior notice to you if we believe that an emergency exists or have reason to believe you have abandoned your apartment.

3. Prior written notice will not be required when we have entered your unit to perform maintenance requested by you unless you have specified in writing that a written notice is required.
4. We will not enter your apartment when you have given us permission to do so if there are only minor children present in the household.

SECTION 18. LEGAL NOTICES

- A. Notice to you required by this Lease Agreement shall be sufficient if delivered in writing to you personally, or to an adult member of your household residing in the apartment, or if sent by prepaid First Class Mail properly addressed to you, or affixed to your door.
- B. Notice to us must be in writing, and either delivered to an Authority employee at the Main Office of the Authority or by prepaid First Class Mail properly addressed to: Hayti Heights Housing Authority, 100 N. Martin Luther King Drive, Hayti Heights, MO 63851 -9664.
- C. If more than one person signs this lease, any notice under this lease shall be sufficient if delivered to one of those persons and notice to one signed is notice to all.

SECTION 19. POSTED NOTICE

Schedules of special charges for services, repairs, utilities and rules and regulations shall be publicly posted in the Authority's office and shall be furnished to you on request. Such schedules, rules and regulations may be modified by us provided thirty (30) days written notice to each affected tenant identifying the proposed modifications, indicating the reasons for the modifications, and providing you an opportunity to present written comments, which shall be taken into consideration by the Authority, prior to the proposed modifications becoming effective. Such notices shall be posted at each project, as well as in the Main office.

SECTION 20. TERMINATION OF LEASE

- A. Termination by Tenant. This lease may be terminated by you at any time by giving thirty (30) days **written** notice as specified in Section 18. You agree to leave the unit in broom clean and good condition, normal wear and tear excepted, to return all keys to the Housing Authority's office in person and to provide the Authority with a forwarding address. Failure to provide written notice in the required time frame will result in the forfeiture of the security deposit, as specified in Section 7.
- B. Lease Renewal. This lease is automatically renewable at the expiration of the 12-month period except for non-compliance with the 8-hour per month community service requirement for non-exempt public housing adults in accordance with the approved Admissions and Continued Occupancy Policy.

C. Termination by the Authority. This lease may be terminated by the Authority for good cause. "Good cause" shall include but not be limited to:

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5th working day of the month (including holidays). Three such late payments within a twelve month period shall constitute repeated late payment.
3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities.
4. Misrepresentation of family income, assets, or composition at the time of admission or any time thereafter.
5. Failure to supply, in a timely fashion, any certification, release, information or documentation on family income, assets or composition needed to process annual re-examinations or interim re-determinations.
6. Serious or repeated damage to the apartment, creation of physical hazards in the apartment, common areas, grounds or parking area of the Housing Authority's property.
7. Behavior and/or activity by Tenant, household members, guests or visitors which disturbs or interferes with the peaceful enjoyment of their apartments; and/or is not conducive to maintaining all Authority projects in decent, safe and sanitary conditions.
8. Drug-related criminal activity by the Tenant, household member, guest or visitor on or off the premises.
9. Violent or criminal activity by Tenant, household member, guest or visitor including criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises.
10. Alcohol and/or controlled substance abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
11. The presence of weapons or illegal drugs in your apartment.
12. Any fire on Authority premises caused by the tenant, household members or guests or visitors' action or neglect.
13. Uninhabitable apartment conditions caused by the tenant, household member, guest or visitors' actions or neglect.
14. Refusal of an offer of a new lease.
15. Failure to accept a transfer when currently residing in a unit that is too large or too small for the family based on the Authority's Occupancy Standards or to accommodate an administrative need of the Authority including but not limited to the disposition, demolition or modernization of your apartment.
16. Abandonment of the unit.
17. Conviction of a member of the household for manufacturing or producing methamphetamine on the premises of a public housing development.
18. Violation of the Authority's policy requiring 8 hours per month of community service for non-exempt public housing adults.
19. If the Authority receives information from a State or local agency that a member of the federal public housing household is subject to a lifetime sex offender registration requirement.

20. Other serious or repeated violations of any material term of this lease.

C. Notice of Termination. If we elect to terminate this Lease we will do so only in accordance with HUD regulations and state laws and we may evict you from your apartment only by bringing an action before a court of law. You will be notified in writing of the reason(s) for the proposed termination, your right to make whatever reply you wish; your right to examine, prior to any hearing or trial, any of our documents; your right to have copies of documents made at your expense; and, if applicable, your right to request a grievance hearing in accordance with the Authority's Tenant Grievance Procedures.

If you are entitled to a grievance hearing, this Lease will not terminate (even if the notice to terminate under State Law has expired) until the time for you to request a grievance hearing has expired and (if a hearing was requested by you in a timely manner) the grievance process has been completed.

D. Time Period for Termination. The time period for terminating this lease shall be as follows:

1. We shall give reasonable notice of termination considering the seriousness of the situation (but not to exceed 30 days) when the health or safety of other tenants or employees of the Authority is threatened. The Tenant and Authority agree that 7 days is reasonable time for any violent or drug-related criminal activity on or off the premises.
2. We shall give 14 days written notice of termination if termination is caused by your failure to pay rent.
3. We shall give 30 days written notice of termination in all other cases.
4. Such notice of termination to you may be given on any day of the month, and may be combined with, or run concurrently with, any notice required by state or local law.
5. The Authority has the right to represent our interests in court in connection with eviction actions. If our action to evict you is upheld, we have the right to recover possession of the apartment in the manner prescribed by state law.

E. Abandonment. If you vacate or abandon the apartment which may be evidenced by your removal of substantially all of your possessions or have been absent from your apartment for twenty-one consecutive days and either (a) fail to pay rent for (1) month or (b) make an express statement that you do not intend to occupy the apartment after a specific date, the Authority may enter and take possession of the apartment after giving notice under State law.

SECTION 21. GRIEVANCE PROCEDURE

- A. All disputes concerning the obligations of you or us shall be processed and resolved pursuant to the grievance procedure in effect. The Authority's Tenant Grievance Procedure is incorporated herein by reference and is available upon request.
- B. Except if terminated under Sections 12 A or Section 20 B. 7., all grievances or appeals arising from this Lease concerning obligations of either party shall be processed and resolved in accordance with the Authority's Tenant Grievance Procedure in effect at the time the grievance or appeal arises. You will be provided with appropriate notice and an opportunity for a hearing in accordance with the Authority's Tenant Grievance Procedure. If you are entitled to a grievance hearing pursuant to the Authority's Tenant Grievance Procedure, we will not take any action against you until the time for you to request a grievance hearing has expired and (if a hearing was requested by you in a timely manner) the grievance process has been completed. Changes in the Authority's Tenant Grievance Procedure may be made from time to time provide that we give you and resident organizations at least thirty (30) days notice and an opportunity to provide written comments. All written comments received shall be considered.
- C. Termination and eviction brought as result of criminal activity as specified in Sections 12 A or Section 20 B. 7 are excluded from the grievance procedure.

SECTION 22. NON-WAIVER

Our delay or failure to terminate this lease when we have caused to do so shall not be construed as a waiver of our rights to terminate the lease at any future time for the same cause or any other cause.

SECTION 23. NOT RESPONSIBLE FOR PERSONAL PROPERTY LOSS OR DAMAGE

You expressly agree to save the Authority from and against the loss or damage to any personal property, and against the claims and demands of yourself and all other persons on account of any loss, or damage to any personal property suffered or sustained, on or about the premises under your exclusive control and not a result of or in any way caused by any negligent or unlawful act of omission by the Authority, its agents, employees or acts of God or nature. Because the Authority is not responsible for loss or damage to personal property, tenants are encouraged to purchase apartment/renters' insurance.

SECTION 24. CHANGES

- A. This Lease, together with any addenda or referenced attachment or documents now in effect and from time to time amended, evidence the entire agreement between you and the Authority. Any changes to this Lease, except as specified in Section 19, shall be made by written agreement of the Authority and Tenant, or when the Tenant is given written notice, 30 days in advance of the effective date, that such changes or additions are required to comply with Federal or State statutes or regulations.

B. Changes in the form of lease may be made from time to time provided that we shall give to all tenants and resident organizations at least thirty (30) days' written notice of the proposed change(s) and an opportunity for presentation of written comments. All written comments that may be made by the tenants and resident organizations regarding the proposed changes shall be taken into consideration by us before they become effective.

SECTION 25. LEGAL COSTS, FEES AND CHARGES

You shall be responsible for any and all legal costs, fees and charges incurred by the Housing Authority for the purpose of enforcing any section of this Lease.

SECTION 26. SECURITY DEPOSIT

As specified in Section 7 of this Lease, you agree to pay a security deposit of \$_____.

2 bedroom	\$150.00
3 bedroom	\$200.00
4 bedroom	\$250.00

SECTION 27. MARKET RENTS (FLAT RENTS)

Two -bedroom	\$349
Three-bedroom	\$370
Four-bedroom	\$444

SECTION 28. UTILITY ALLOWANCES

MO36 -1	3 bedroom duplex	\$96
MO36 -3	2 bedroom duplex	\$81
MO36 -3	3 bedroom duplex	\$97
MO36 -6	3 bedroom duplex	\$95
MO36 -6	4 bedroom duplex	\$111

SECTION 29. ATTACHMENTS TO AN DOCUMENTS WHICH ARE PART OF THIS LEASE

You certify that you have received a copy of this Lease and the following Attachments to this Agreement and understand that these Attachments are part of this Agreement:

- Attachment 1: Lease Addendum for Drug -Free Housing
- Attachment 2: Housekeeping Standards
- Attachment 3: Emergency Contact

Although the Admissions and Continued Occupancy Policy, Tenant Grievance Procedure, the Rent Collection Policy, Rules and Regulations, Schedule of Maintenance Charges and Schedule of Excess Utility Charges are not physically attached to this Lease, the provisions contained therein are incorporated herein by reference in these documents. Copies of the Admissions and Continued Occupancy Policy, the Rent Collection Policy, Rules and Regulations, Schedule of Maintenance Charges and Schedule of Excess Utility Charges are available for your review at the Housing Authority office of the Authority. You may obtain copies of the policies, rules and regulations, and schedules of charges upon request.

IN WITNESS WHEREOF, the parties have executed this lease agreement this ____ day of _____ at the Hayti Heights Housing Authority, upon receipt of \$ _____ (pro rata) for the initial period of _____ to _____, 20____.

TENANT

HAYTI HEIGHTS HOUSING AUTHORITY

Head

Representative

Co-Head/Spouse

Witness

HAYTI HEIGHTS (MO) HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY



Adopted:

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POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY

I. GENERAL STATEMENT OF MISSION, NONDISCRIMINATION AND PRIVACY

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

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

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

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

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

II. ELIGIBILITY FOR ADMISSION

A. Eligibility Criteria

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

1. Those who qualify as a family, single person, elderly person, near-elderly person, displaced person or remaining adult member of a tenant family (see Appendix C - Glossary of Terms).
2. *Annual Income*. Those whose annual income at the time of admission does not exceed the income limits or guidelines as prescribed by HUD for federally assisted housing. A copy of the most current income limits or guidelines shall be conspicuously posted at HHHHA locations.
3. Those whose members age 60 or older have been issued a Social Security Number (SSN) and have disclosed it to the satisfaction of HHHHA. Where a SSN has not been assigned, certification to that effect must be executed.
4. Those whose members are U.S. Citizens or noncitizens who have eligible immigration status.
5. Those whose household composition is appropriate for the housing types and unit sizes available in HHHHA developments in accordance with the occupancy standards outlined herein (for definition of housing type, see Appendix C - Glossary of Terms).
6. Those who do not maintain another residence in addition to HHHHA unit.
7. Those whose members have not committed fraud in connection with any Federal Housing Assistance program.
8. Those whose members have not been evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of drug-related criminal activity for a three-year period beginning the date of the eviction.
9. Those members who have not been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project.
10. Those who do not include any individual who is subject to a lifetime registration requirement under a state sex offender registration program are denied admission for life.
11. Those who meet or exceed the tenant selection criteria outlined in this Policy.

B. Ineligibility Because of Prior Drug -Related Activity

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

C. Screening Out Illegal Drug Users and Alcohol Abusers

1. HHHHA will prohibit the admission to public housing of any person who it determines is illegally using a controlled substance.
2. HHHHA will also prohibit admitting any person to public housing in cases where HHHHA determines that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. HHHHA may at its sole discretion waive the policies prohibiting admission in these circumstances if the person demonstrates to the satisfaction of HHHHA that:
 - a) the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol, and

- b) has successfully completed a supervised drug or alcohol rehabilitation program;
- c) has otherwise been rehabilitated successfully; or
- d) is participating in a supervised drug or alcohol rehabilitation program, as verified by an authority from such program.

D. Eligibility Restrictions Regarding Noncitizens

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

and Naturalization Service (INS) receipt in the event of any lost or missing cards listed above; and

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

conducted in accordance with the provisions of HHA's Grievance Procedure.

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

E. Verification and Documentation of Eligibility

1. Applicants may not become residents until the documentation is provided and verified. The applicant will retain their position on the waiting list during this period. The applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation before losing their place on the waiting list and the time may be extended, if such circumstances require an extension. The decision will be made by a HHA representative and documented, in writing, and placed in the applicant file.
2. Additional documentation that may be required in determining eligibility includes:

- Temporary Assistance to Needy Families (TANF)
 - Birth Certificate, or Drivers License that displays the date of Birth and/or form(s) that are issued by a Federal, State, City or County Agency that displays the date of Birth
 - Child Care Verification
 - Credit References (History)
 - Credit Bureau Reports
 - Employer's Verification
 - Landlord Verification
 - Social Security Benefits
 - Assets Verification
 - Bank Accounts: Checking Accounts - \$500+ Balance Savings Accounts - \$100+ Balance
3. *Marriage Certificate* : If a marriage certificate is not available the following information is acceptable:
- Drivers License that displays the same address and last names.
 - Federal Tax Forms that indicate that the family filed taxes as a married couple during the last tax reporting period.
 - Other acceptable forms of documentation of marriage would include any document that has been issued by a Federal, State, City or County Government and indicates that the individuals are living as a married couple. Couples that are considered married under common law can provide the same information, as listed above, to document that they are living together as a married couple.
 - The couple also certifies in their application for housing that they are married.
4. *Personal References* : Personal references (not family) may be used when an applicant cannot produce prior rental history records.
5. Separation means the ending of co-habitation by mutual agreement. If an applicant is divorced or separated and has children by that spouse, the applicant must provide at least one of the verifications listed below:
- a) A FINAL divorced decree. (Applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced).
 - b) Receiving court -ordered child support from former spouse.
 - c) Verification that applicant is pursuing child support through Department of Human Resources, Child Support Unit or Circuit Clerks Office.

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

- (ii) A written statement from an abuse shelter, law enforcement agency, or other social service agency that states the applicant needs housing due to physical abuse.
- e) Food Stamp Verification - If no other documentation is available.
7. Families are required to provide Social Security Numbers (SSN) for all family members age 6 and older prior to admission, if they have been issued SSN by the Social Security Administration. All members of the family defined above must either:
- a) Submit SSN documentation; or
- b) Sign a certification if they have not been assigned a SSN. If the individual is under 18, the certification must be executed by his or her parent or guardian. If the participant who has signed a certification form obtains a SSN, it must be disclosed at the next regularly scheduled reexamination, or the next rent change.

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

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

These documents include:

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

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

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

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

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

G. Tenant Selection Criteria

1. The applicant household must meet the Tenant Selection Criteria established by HHA to protect the rights and needs of the public housing communities for a decent, safe and livable environment. It is necessary to deny admission to public housing to those applicants whose habits and practices may be expected to have a detrimental effect on the tenants, the environment of the development or financial stability of the property.

2. *General Requirements*. The burden is on the applicant to demonstrate to the satisfaction of HHHHA that the applicant family is:
- a) Willing to reliably discharge the financial obligations of renting a unit;
 - b) Willing to maintain the unit in a healthy, safe and secure condition;
 - c) Willing to live peacefully with neighbors in a residential community;
 - d) Willing to accept and abide by the terms of the lease agreement, attachments, addenda and all house rules; and
 - e) Willing to provide the Housing Authority with accurate and complete information on the application form or any other form or document required to determine initial eligibility, preference status, and continued occupancy for public housing. Failure or refusal to comply or provision of falsified information is grounds for a determination of ineligibility and for termination of tenancy and eviction.
3. *Documentation*. The following information related to an applicant's potential future habits or practices will be used to determine if the applicant meets HHHHA's selection criteria :
- a) The applicant's acceptable past performance in meeting financial obligations, especially rent and utilities. Positive or neutral references from the current landlord and prior landlords from the past five years (or longer if needed to get a minimum of two prior landlords) and neutral or better credit reports, together may constitute adequate evidence that the applicant household meets this criteria.
- In determining an applicant's eligibility based on a previous history of non-payment of rent, the Housing Authority will consider whether:
- (i) The applicant was residing in a substandard unit and was withholding rent payments pending repairs in a manner consistent with local ordinances; or
 - (ii) The record of non-payment or frequent late payment was due to the applicant being required to pay excessive rent relative to his/her income and the applicant demonstrated responsible effort to resolve the non-payment problem.
- b) The applicant, members of the applicant household, guests or visitors do not have a record of disturbance of neighbors or destruction of property. Acceptable landlord references, personal references and police and court record reports showing that no household member, guest or visitor engages

in these types of activities, together may constitute adequate evidence that the household meets this criteria.

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

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

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

- (i) has successfully completed a supervised drug or alcohol rehabilitation program;
- (ii) has otherwise been rehabilitated successfully; or
- (iii) is participating in a supervised drug or alcohol rehabilitation program.

- j) There is no evidence relating to previous habits or practices which indicate that the applicant or any member of the applicant household would likely have a detrimental effect on the public housing community if admitted.

4. *Verification Procedures* .HHH A may use the following procedures to verify if the applicant meets the tenant selection criteria:

- a) *References from Landlords and Prior Landlords* .HHH A will obtain references from current and prior landlords for the past five years (or longer if needed to get a minimum of two prior landlords), if any, and places great importance on the information obtained from these references as prior landlords have relationships with prospective tenants that are similar to the relationship to be established with HHH A.

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

- b) *Home Visits* .HHH A staff will perform a home visit for applicants for whom landlord references of acceptable credibility and quality are not available. The purpose of the home visit is to obtain information to be used in determining whether the applicant household meets certain of HHH A's tenant selection criteria and will consider the following:

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

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

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

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

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

III. APPLICATION FOR ADMISSION

A. Application Intake

HHHA will accept applications for admission to HHH housing only during publicly announced time periods during which all interested persons may apply for admission to HHH housing. Applications will be accepted at the Office located at 100 North Martin Luther King Drive, Hayti Heights, MO during specified dates and business hours posted at the respective offices. Individuals who have a physical disability that may prevent them from completing an application in person may call HHH to make special arrangements for completing the housing application. Reasonable accommodation will be made upon request to HHH for persons with visual and hearing disabilities.

When the number of applicants who can be served within a reasonable period of time is reached, the waiting list(s) may be closed by unit size and/or housing type. Notice of opening and closing of the waiting list(s) shall be made in a newspaper of general circulation and announced by other suitable means. When the waiting list for one or more unit sizes or housing types are to be reopened, the Housing Authority will clearly state in the public announcement the procedure to be employed to determine the position of each applicant on the waiting list.

If a prior tenant has moved out and owes the HA, instead of not accepting the application, the person can make an application, but if the balance isn't paid before housed or 30 days she/he will be found ineligible.

B. Criteria for Placement on Waiting List

An applicant will be assigned to the appropriate waiting list(s) according to the policies for public federal housing outlined below. The applicant will be notified of their assigned application number and how to check their status on the waiting list(s) as well as further information on the housing program and its requirements.

Applicants will be placed on the waiting list by:

1. Unit size/type needed
2. Date and time of applications; and
3. Local preferences

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

C. Maintaining an Active List

The pool of active applicants will be kept current by requiring each applicant to inform the Housing Authority at least once annually of continued interest. HHH will send an update letter to the applicant, requiring the applicant to submit a form

indicating continued interest and any updated information, such as change of address or household information within ten (10) days. If the applicant fails to respond within that time frame, the applicant's name will be removed from the waiting list.

D. Responsibility to Report Changes

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

E. Removal from the Waiting List

An applicant may withdraw an application at any time. A withdrawn application cannot be reactivated and the applicant who has withdrawn an application shall be required to reapply. Any applicant removed from the waiting list by HHA will be notified in writing of the reason(s) for which the application is being removed. Such notifications shall inform the applicant of his/her right to an informal review of the determination and will be made part of the application record. The Housing Authority will provide the applicant, upon written request, within ten (10) days from the date of the notification, an opportunity for an informal review of the determination of removal from the waiting list.

F. Record Keeping

The Housing Authority will keep a copy of each application received. For each applicant, the Housing Authority will document its determination that the applicant is eligible and meets admission standards, or is ineligible and does not meet admission standards, or is removed from the waiting list for any other reason. The Housing Authority will also maintain a record of the dwelling unit(s) offered to an eligible applicant, including the location, date, and circumstances of the offer and its acceptance or rejection. A copy of each application will become a part of a tenant's file during participation in the program. Inactive files will be maintained for a minimum of three years from the date of final action. Waiting list information will contain race or ethnic designation of head of household.

G. Eligibility Determinations

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

1. Preliminary Application Form: HHA shall utilize a preliminary application form (pre-application). The purpose of the pre-application is to permit the HHA to assess family eligibility or ineligibility and to determine placement on the waiting list. Duplicate pre-applications, including applications from a segment of an

applicant household, will not be accepted. Ineligible applicants or incomplete applications from applicants will not be placed on the waiting list. With the exception of the preference for emergency status (see below), preferences will not be verified until the applicant has been invited in for final eligibility determination.

2. *Emergency Status Preference:* For an applicant claiming eligibility for emergency status preference either at the time of application or subsequently, HHHHA will review an application for emergency preference to determine eligibility under these policies. Those applicants who do not appear eligible for emergency status, as determined by the information provided on the written application and accompanying documentation, will receive written notification of the staff determination. For those applicants who appear eligible, HHHHA staff will review and investigate the circumstances of the emergency and make a recommendation of eligibility for preference to the Executive Director or his/her designee. An applicant will receive emergency status preference only upon the approval of the Executive Director.
3. If an applicant is determined to be ineligible for placement on the waiting list based on the information provided in the pre-application, the HHHHA will notify the applicant in writing, state the reasons, and inform the applicant of his/her right to an informal review in accordance with Appendix B.
4. *Final Eligibility Determination:* When staff estimate that a unit will become available for applicants within the next several months, applicants in waitlist order will be invited to attend an interview and submit an application for final eligibility for housing, after which the formal verification process and resident selection process will commence.
5. *Verification of Final Eligibility Determination:* Each applicant household shall be required to provide all information and authorizations necessary to enable HHHHA to verify the applicant's qualification for preference status, income eligibility, household composition and conform to the Housing Authority's Tenant Selection Criteria.
 - a) The qualification for preference(s) must exist at the time the preference(s) is verified regardless of the length of time an applicant has been on the waiting list because the preference is based upon current status. If the applicant fails to qualify for the preference claimed, his/her placement on the waiting list will be modified to reflect the current preference(s) and the application will be treated accordingly.
 - b) Information may be required for any or all household members. Verifications shall be from third party sources whenever possible. However, the applicants shall not be penalized either by denial of admission or by unreasonable delay of placement solely because third party sources have failed to respond to requests for information. When the applicant and

HHHA have made all reasonable effort to obtain information and the third party source has failed to respond, HHHA shall proceed with the processing of the application using the best available information.

- c) Each applicant household shall have an interview with a member of the management staff. Every member of the applicant household should be present at the office visit except if there are extenuating circumstances.
6. HHHA shall require the applicant to:
- a) Sign all forms necessary to determine eligibility and suitability;
 - b) Provide verification of income, assets, exclusions and deductions from income;
 - c) Provide verification of family size, age and relationship;
 - d) Disclose the Social Security Numbers of all family members six (6) years of age and older;
 - e) Provide citizenship information;
 - f) Provide the names and addresses of the applicant's current and previous landlords for the past five years (or longer if needed to get a minimum of two prior landlords);
 - g) Provide the most recent six (6) month rent receipts where appropriate;
 - h) Provide any other information HHHA determines is necessary to determine eligibility for housing at HHHA (See Chapter II, D).
7. All verifications and documentation received by HHHA for use in the determination of eligibility for housing at HHHA will be analyzed by staff and a determination made with respect to:
- a) Eligibility of the applicant family based on the requirements outlined in Section II of this Policy.
 - b) Housing type and unit size requirements.
 - c) Qualification of the applicant with respect to preferences claimed.
 - d) Qualification of the applicant family with respect to the Tenant Selection Criteria outlined in Section III E.
8. Applicants determined to be ineligible for housing at HHHA will be promptly notified and will receive a Notice of Ineligibility from the Housing Authority

stating the basis for this determination. HHA will provide such applicants with the opportunity for informal review of the decision in accordance with the HUD regulations and the procedure for informal hearing contained in Appendix B of this Policy.

9. Applicants who have disabilities who have been determined to be eligible but who fail the Tenant Selection Criteria will have their cases examined by HHA to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed in accordance with these selection criteria outlined herein.
10. *Changes in Preferences and/or Unit Size Determination* .If, during the final eligibility determination, or at any other time prior to placement, it is determined that the family's qualification for certain preferences has changed and/or family composition has changed making the family eligible for a different size unit, the family's applications shall be placed on the waiting list for the new unit size based on the original date of the family's pre-application.

IV. SELECTION FROM THE WAITING LIST

A. Overview

For its federally -assisted public housing, all otherwise eligible applicants will be assigned to the waiting list according to date and time of application, unit size and type required, and preference status determined as described in Sections B below.

B. Income Targeting

In each fiscal year, HHA shall reserve a percentage of its new admissions for families who are extremely low income. An extremely low -income family is one whose annual income does not exceed thirty percent of new admissions. The goal shall be forty percent of new admissions.

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

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

C. Offer of a Unit

1. Units will be offered to the applicant with the highest preference points and earliest application date for that housing type and bedroom size. If the applicant rejects the offer, the applicant's name will be taken off the waiting list. If applicant is on the waiting list for the Section 8 program or any other program administered by HHA, refusal of a family public housing unit will not affect placement on other lists.
2. For purposes of this policy, the applicant will not be considered to have been offered a unit if he/she provides clear evidence to the satisfaction of HHA that one of the following circumstances apply:
 - a) The unit is not of the proper size and type, and the applicant would be able to reside there only temporarily.
 - b) The applicant is unable to move at the time of the offer because of serious and unusual circumstances which are beyond the applicant's control, and the

applicant presents clear evidence which substantiates this to HHA's satisfaction. Examples:

- (i) A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
 - (ii) A court verifies that the applicant is serving on a jury which has been sequestered.
- c) Accepting the offer would result in undue hardship to the applicant not related to consideration of race, creed, color, national origin or language, such as making employment or day care facilities inaccessible, and the applicant presents clear evidence which substantiates this undue hardship to HHA's satisfaction.
3. An applicant must respond to, and accept or reject the offer within five (5) business days from the date the offer is made. If an applicant fails to keep a scheduled appointment to view a unit offered for occupancy or fails to respond to written correspondence from the Housing Authority within five (5) days, for other than a justifiable reason, such failures shall result in removal from the waiting list. The person may reapply at a time that applications are being accepted. However, an applicant will not be eligible for any preference points for a twelve month period commencing with the date the offer is rejected or the applicant failed to respond.

V. UNIT SIZE AND OCCUPANCY STANDARDS

A. Appropriate Unit Size

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

No. of Bedrooms	No. of Persons Min.	No. of Persons Max.
1	1	2
2	2	4
3	3	6
4	4	8

B. Factors in Dwelling Size Determination

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

C. Bedroom Size Determination for Single Pregnant Individuals

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

D. Reasonable Exceptions in Emergency Situations

The criteria and standards prescribed above apply to all families applying for housing at HHHHA; however, reasonable exceptions to the standards listed above may be made in emergency situations, and in some cases, relationship, age, gender, health, or disability of family members may warrant assignment of a larger or smaller unit by HHHHA staff for at the request of the applicant family. Written approval of such cases will be made by the Executive Director or his/her designee.

E. Requirements for Live -In Aide

Any applicant or tenant who requires a live -in aide, who will be responsible for the essential care and well -being of a family member on a daily basis will be assigned a bedroom to accommodate this aide, provided that the applicant or tenant can show documentation to support the fact that the live -in aide would not be living in the unit except to provide necessary supportive services. A live -in aide will not be listed on the lease and does not have rights to the unit for continued occupancy as a remaining family member.

F. Handicap Accessible Units

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

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

VI. LEASE

A. Lease Execution

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

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

B. Security Deposits

The Housing Authority will comply with Missouri state law, including requirements for: amount of security deposit, exemption from attachment and execution, payment of security deposit and interest at termination of tenancy, action to reclaim security deposit, escrow deposit, payment of interest, investigation of complaints, and penalties. A security deposit equal to one month's rent will be required for all tenants.

1. The security deposit is to be paid in full immediately upon execution of the lease. Security deposits will be held on account by the Housing Authority in accordance with applicable state law.

2. Concerning the payment of the security deposit at the end of tenancy, HHHHA shall pay to the tenant or former tenant:
 - a) The amount of any security deposit that was deposited by the tenant with the Housing Authority less the value of any damages suffered as a result of such tenant's failure to comply with such tenant's obligations; and
 - b) Any accrued interest due on such security deposit at a rate not less than the average rate paid on savings deposits by insured commercial banks as published in the Federal Reserve Board Bulletin.
3. Upon termination of a tenancy, the tenant must notify HHHHA in writing of his/her tenant's forwarding address. Within thirty days after termination of a tenancy, the Housing Authority shall deliver to the tenant or former tenant a forwarding address either:
 - a) The full amount of the security deposit paid by such tenant plus accrued interest (as mentioned above); or
 - b) The balance of the security deposit paid by the tenant plus accrued interest, after deduction for any damages suffered because of the tenant's failure to comply with the tenant's obligations, together with a written statement itemizing the nature and amount of such damages.
4. If a tenant fails to notify HHHHA of his/her forwarding address at the time of move-out, the tenant forfeits his/her claim to any remaining amounts of the security deposit not used to cover unpaid rent and charges or damage.

C. Eight Hour Community Service Requirement

The Quality Housing and Work Responsibility Act of 1999 (QHWRA) effective October 1, 1999, with important exceptions, requires public housing residents to participate for at least eight (8) hours a month, in a community service or economic self-sufficiency program. This requirement invokes a provision requiring one (1) year public housing leases to be automatically renewable except for failure to comply with community service requirements.

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

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

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

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

D. Tenant Orientation

Eligible applicants selected for admission will be required to participate in a mandatory orientation program conducted by HHHHA to acquaint new tenant families with the following policies and procedures: the Dwelling Lease; Maintenance Procedures; services provided by HHHHA; resident initiative activities; Grievance Procedures; tenant rights, responsibilities and obligations, the rent collection policy, and the operation of heating, cooling, and plumbing equipment in the units.

Failure to attend a scheduled orientation session without notice to HHHHA will result in the family's application being placed on the inactive file and the household may be required to reapply for housing.

E. Dwelling Unit Inspection Policy

1. *Pre-occupancy.* Prior to occupancy, a HHHHA representative and the tenant, or his/her representative, will inspect the premises. HHHHA will furnish the tenant a written statement of the condition of the premises and the appliances provided in the dwelling unit where appropriate. The statement will be signed by HHHHA representative and the tenant, or representative, and a copy will be kept in the tenant's file.
2. *Two Month.* An inspection of the dwelling unit may be conducted two months after a tenant's move-in date to check needed maintenance, tenant housekeeping, and other lease compliance matters. HHHHA will furnish the resident with a written statement of any charges, if any, for repairs or removal of non-approved alterations to the apartment.
3. *Annual.* An inspection of each dwelling unit will be conducted on at least an annual basis to check needed maintenance, tenant housekeeping, and other lease compliance matters. HHHHA will furnish the resident with a written statement of

unit conditions and/or any charges, if any, for repairs or removal of non-approved alterations to the apartment.

4. *Special Inspections*. Representatives from HUD and/or other US Government Officials may visit the Authority to monitor operations and as part of the monitoring they may inspect a sampling of the federal public housing inventory.
5. *Move-Out*. Immediately after a tenant moves out, a HHA representative will inspect the dwelling unit. The tenant is encouraged to participate in the move-out inspection, but must contact the management office prior to move-out to schedule a joint inspection. A written statement of the unit condition, and the provided appliances will be signed.

A statement of repair/replacement charges for tenant caused damages and charges for cleaning of the unit and appliances, if necessary will be furnished to the tenant and deducted from his/her security deposit if remittance is not made to HHA.

6. HHA, in its sole discretion, may randomly and periodically inspect units when it believes there are reasonable grounds for an inspection.
7. A copy of the move-in and/or move-out, two month and housekeeping inspection reports will be kept in the tenant files.
8. Annual Unit Inspections and Preventive Maintenance (PM) inspection forms will be kept in the unit maintenance file.

F. Rent, Other Charges, and Rent Adjustments

1. *Rental Payments - Family Choice of Rental Payments*. HUD regulations provide that public housing families can elect annually whether the monthly rent is a flat rent or income-based rent. Flat rents are set by HHA based on the rental value of the unit. Income-based rents are calculated based on the level of the resident's income and shall be the higher of 10% of income, 30% of adjusted income, the housing portion of the welfare rent or the minimum rent.

Families experiencing hardships may switch from paying flat rent to income-based rents. Incomes of families paying flat rents must be reviewed not less than once every three years; incomes of families paying income-based rents must have income and family composition reviewed annually.

2. *Minimum Rent*. For its federal low-rent housing program, HHA has established \$50 as its minimum total tenant payment.

3. *Flat Rents* .HHHA, in compliance with HUD regulations, has implemented flat rents for its public housing units, using the Fair Market Rents (FMRs) for the area or other permissible means in the best interest of HHHA. Families may elect to pay a monthly flat or income-based rent.
4. *Utility Allowance* .Any family living in a federally-assisted development whose allowance for tenant paid utilities exceeds the Total Tenant Payment will receive a payment from the Housing Authority equal to the amount by which the allowance exceeds the Total Tenant Payment.
5. *Maintenance Charges* .Schedules of charges for maintenance repairs and other services shall be publicly posted in a conspicuous place in the management office and shall be furnished to applicants and tenants upon request. The Housing Authority will notify tenants in writing when such charges are assessed. These charges shall become due and payable fourteen (14) days after such notice has been given to the tenant. A copy of all work orders for tenant abuse are filed in the tenant file.
6. *Excess Utility Charges* .A schedule of charges for excess utilities shall be publicly posted in a conspicuous place in the complex office and shall be furnished to applicants and tenants upon request. The Housing Authority will notify tenants of these charges and they shall become due and payable fourteen (14) days after such notice has been given to the tenant.
7. *Late Charges* .A charge of \$20 plus attorney, sheriff and court fees and costs shall be assessed when rent or other charges are not paid on or before the 5th day of the month (including holidays) for a first violation in a twelve month period. The charge will increase to \$50 plus attorney, sheriff and court fees for a second or subsequent violation in a twelve month period. This charge is due immediately.

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

A. Reexamination Procedures

1. The income, allowances and family composition of tenan household selecting an income-based rents shall be reexamined at least once a year in accordance with an established reexamination schedule. Residents selecting to pay a flat rents shall be reexamined every three years. Reexaminations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. The Housing Authority follows all pertinent HUD regulations in its completion of reexaminations.

2. In advance of the scheduled reexamination effective date, the head of the tenant household and spouses shall be notified by mail that they are required to participate in an interview, provide all specified information, and sign the required Certification forms and the Authorization for Release of Information form.

In the event that a tenant household fails to keep the scheduled reexamination appointment or promptly submit all necessary information, he/she shall be given ten (10) days from the date of written notification to provide HHHHA with the required information.

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

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

Third party written verifications will be obtained whenever possible. When the HHHHA and tenant household have made all reasonable effort to obtain third party written verifications, documents obtained from the tenant and photocopied is an acceptable form of verification, when not prohibited by law. If photocopying is prohibited by law, Housing Authority staff will sign a statement confirming that the verification documents were reviewed by recording the documents source, date, time, amount, etc. Oral third party verifications are also acceptable, if properly documented. When such documents cannot be photocopied or orally verified, HHHHA will proceed with processing using the best possible documentation and information available. All verifications will be maintained in the tenant's folder.

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

If verifications are 120 days old they still can be used for rent terminations.

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

If a resident is determined to be non-compliant with the monthly service requirement, the adult resident will be allowed to cure the non-compliance by making up the deficient hours over the next 12-month period. Then non-compliant adult and the head of household will be required to sign an agreement that continued non-compliance will result in the eviction of the entire family, unless it is proven to the satisfaction of HHHHA that the non-compliant adult is no longer a member of the household.

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

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

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

5. *Changes in Rent*
 - a) *Limit on rent increases.* HHHHA will not increase the annual income of an eligible family as a result of employment during the 12-month period beginning on the date on which the employment is commenced.

- b) *Loss of Welfare Benefits.* Families whose welfare assistance is reduced because of fraud, or failure to participate in an economic self-sufficiency program, or comply with a work activities requirement, must not have their rents reduced based on the decrease of income because of the benefit deduction.
 - (i) HHA may deny a request for a rent calculation only after obtaining written verification from the welfare agency that the family's benefits have been reduced for one of the reasons stated above.
 - (ii) If the Housing Authority denies a reduction in rent on this basis, it will notify the family of its ability to have an informal hearing.
 - (iii) This restriction does not apply if the reduction in benefits is a result of:
 - The expiration of a limited time limit on receiving benefits; or
 - A situation where the family has complied with welfare program requirements but cannot obtain employment (e.g., the family has complied, but loses welfare because of a duration time limit such as a cap on welfare benefits for a period of no more than two years in a five-year period).
- c) Increases in rents shall be effective on the scheduled reexamination effective date, with 30 days advance notice, provided the tenant has complied with all reporting requirements. When the tenant has failed to attend interviews or to provide required information, the Housing Authority may increase the rent retroactive to the reexamination effective date, and the balance of such retroactive rent adjustment must be paid within ten (10) days of notification. Retroactive charges shall not be made when delays are solely the fault of HHA.
- d) Decreases in rents shall take effect on the first of the month after the month in which the change was reported and verified.

6. *Minimum Rent Hardship Exemption*

- a) HHA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - (i) The family has lost eligibility for, or is awaiting for an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and

naturalization act who would be entitled to public benefits under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

- (ii) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
- (iii) The income of the family has decreased because of changed circumstance, including loss of employment.
- (iv) A death in the family has occurred which affects the family circumstances.
- (v) Other circumstances which may be decided by HHHHA on a case-by-case basis.

All of the above must be proven by the resident providing verifiable information in writing to HHHHA prior to the rent becoming delinquent and before the lease is terminated by HHHHA.

- b) If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the Housing Authority reasonably determines the hardship to be of a temporary nature (three months or less), exemptions shall not be granted during a ninety-day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long-term basis (over three months), HHHHA shall retroactively exempt the resident from the applicability of the minimum rent requirement for a ninety-day period. This paragraph does not prohibit HHHHA from taking eviction action for other violations of the lease.

c) Once a family switches to income-based rent due to financial hardship, the family must wait until its next annual reexamination to select the type of rent.

d) If discovered a family member was working during hardship the family will have to repay back rent.

B. Eligibility for Continuing Occupancy

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

1. Qualify as a family or the remaining member of a tenant family.

2. Have exhibited appropriate conducts in residing in public housing including:
 - a) Have not interfered with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare;
 - b) Have not adversely affected the physical environment of the community;
 - c) Have not adversely affected the financial stability of the development;
 - d) Have not illegally used a controlled substance or engaged in drug-related criminal activities on or off the premises; and
 - e) Have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other tenants because of the abuse of alcohol.
3. Have abided by the terms and conditions of the lease and the Drug-Free Housing Addendum and any other addendum to the lease.
4. Who has signed any required new or existing lease addendums such as the Drug-Free Housing Addendum.
5. Who have complied with the Eight Hour Per Month Service requirement, if applicable. HCHA will determine on an annual basis whether non-exempt residents are in compliance.

C. Interim Reexaminations

1. *Reasons for Interims*. Any of the changes listed below must be reported to HCHA Management within ten (10) days of their occurrence. Failure to report changes as required may result in a retroactive rent charge and/or eviction action against the tenant. Tenants must report the following:
 - a) All HCHA residents must report any change in household composition.
 - b) All HCHA residents must report any increase in monthly income of \$25 or greater, provided that such increase is expected to be recurring.
2. Tenants may report the following changes which would result in a decrease in the family's rent:
 - a) Decrease in income expected to last at least 30 days; and
 - b) Increase in allowances or deductions.
3. An interim recertification may also occur should it be found that the tenant has misrepresented the facts upon which the family's rent is based, so that the rent

being paid is less than what should have been charged, or if you're over -income and live in state moderate housing.

4. *Effective Dates*. For interim reexams, increases in rents shall become effective on the first day of the second month following the month the change was reported, provided the change was reported within ten days of its occurrence and the family complies with the verification requirements and completes a reexam. Decreases in rents shall take place on the first day of the month following the month in which the change is reported and verified. The effective dates of changes that are not reported in a timely manner are recovered in #4 below.
5. *Errors/Omissions, Misrepresentations/Failure or Delay in Reporting Changes* (in the interest of brevity, the word "error" is used in this section to represent errors, omissions, misrepresentations, and failure to report changes). If an error in rent is revealed at any time, an appropriate adjustment will be made to correct the error as follows:
 - a) Errors which are the fault of the tenant:
 - (i) Increased rents shall be retroactive to the first day of the month following the date the change occurred.
 - (ii) Decreased rents shall be effective on the first day of the month following the month the change was reported.
 - b) Errors not the fault of the tenant:
 - (i) Increased rents shall be made effective the first day of the second month following the date the error was discovered.
 - (ii) Decreased rents shall be made retroactive to the date of the rent adjustment in which the error occurred.

D. Changes in Household Composition

1. The tenant is required to report in writing any change in household composition within ten (10) days of the change.
2. A newborn child, an adopted child under 10 years old, or a child under 10 years old for whom custody has been awarded by a court to the Head of the Household or the spouse may be added to a tenant's lease. No other new household member may be added to the tenant's lease unless and until that person has provided the required information to the Housing Authority and been determined eligible for admission according to the guidelines specified in Section II of this policy and a unit of the appropriate size is available. The Housing Authority has the right to deny admission to any person found to be ineligible.

3. A tenant must provide documentation as required by HCHA when reporting that a family member has vacated the household. In the case of an income-producing household member or any member which the HCHA has reasonable cause to believe has been involved in criminal activity or drug-related criminal activity, HCHA will require at least two documents verifying the new address of the departing family member or other evidence deemed acceptable by HCHA. Utility bills, a driver's license, an automobile registration, an employer's verification, or a lease or rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as a Petition for Dissolution of Marriage, a Petition for an Order of Protection from Abuse, or a Petition for Legal Separation may also be acceptable.
4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may request a transfer and be placed on the master transfer list effective the date the transfer request is approved (see Section VIII). A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required to be placed on the transfer list until the effective date of the family's next annual reexamination.

E. Visitors

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

VIII. UNIT TRANSFERS

A. Introduction

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

B. Types of Transfers

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

1. *Emergency Transfers, Category 1*, are permitted when the unit or building conditions pose an immediate threat to resident life, health or safety, as determined by HHHHA. Emergency transfers within sites or between sites may be made to repair unit defects that could threaten life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood. These transfers shall take priority over new admissions.
2. *Administrative Transfers, Category 1*, include transfers within sites or between sites to alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires a unit with accessible features to occupy such a unit, remove residents who are witnesses to crimes and

may face reprisals (as documented by a law enforcement agency), or provide housing options to residents who are victims of hate crimes or extreme harassment. These transfers shall take priority over new admissions.

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

3. *Administrative Transfers, Category 2*, within sites or between sites may be made to correct occupancy standards (i.e. over/underhoused conditions), or to address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not automatically take priority over new admissions.

- a) Category 2 administrative transfers will be processed with new admissions using a ratio of one transfer for every five new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on the vacancy rate. Based on recommendations from staff, the Executive Director may authorize each change in this ratio or suspend the processing of this type of transfer.
- b) Transfers to correct occupancy standards may be recommended at time of re-examination or interim determination. This is the only method used to determine over/underhoused status.
- c) Residents in an over/underhoused status will be advised within 30 days of the annual or interim reexamination that a transfer is recommended and that the family has been placed on the transfer list.
- d) When a head of a household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until he/she is two (2) years of age. After age 2, a Category 2 administrative transfer may be recommended.

C. Unit Offers

1. A tenant that has received a formal transfer offer is given seven (7) days to accept the offer and sign a Dwelling Lease for the new unit. Thereafter, the tenant is given an additional seven (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit returned after seven (7) days, per diem rent for the former unit will be charged in addition to rent for the new unit until the keys are returned to the appropriate HPHA office. However, for Authority-initiated moves for over and underhousing, the Authority shall provide at least sixty (60) days advance notice of its intention to transfer such a tenant prior to a tenant receiving a formal transfer offer.

2. If the tenant refuses a unit offer, the tenant's lease may be terminated in accordance with the lease, or at HPHA's discretion, the tenant can be placed at the bottom of the transfer list as of the date of refusal and the tenant will be notified in writing. During the entire proceedings, the tenant will be advised of his/her rights under the Grievance Procedure.

D. Extended Family

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

E. Revision or Suspension of Transfer Policy

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

IX. TERMINATIONS

A. Termination Notices

1. The tenant must give a written notice to the Housing Authority of at least 30 days of intent to terminate the lease.
2. If the Housing Authority terminates the lease of a tenant household in federally-assisted housing, written notice must be given to an adult member of the household as follows:
 - a) When the health or safety of other tenants or employees of the Authority is threatened, notice of HHA's intention to terminate the lease in a reasonable amount of time (but less than 30 days) considering the seriousness of the situation. The Tenant and Authority agree that seven (7) days is a reasonable time for any violent or drug-related criminal activity on or off the premises.
 - b) In the case of failure to pay rent which includes all payments due under the lease, notice of HHA's intention to terminate the lease in fourteen (14) days unless all amounts due under the lease have been paid before that date.
 - c) In all other cases, notice of HHA's intention to terminate the lease at least thirty (30) days.
3. Notice of termination to the tenant shall state reasons for the termination and shall inform the tenant of their right to make such a reply as the tenant may wish. The notice shall also inform the tenant of their right to examine, prior to hearing or trial, and copy a tenant's expense, Housing Authority documents directly relevant to the termination. The notice shall inform the tenant of their right to request a hearing in accordance with Housing Authority's Grievance Procedure (if the Grievance Procedure is applicable to the dispute involved).

B. Reasons for Termination

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

1. The failure to pay rent or other payments when due;
2. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by or on the 5th working day of the month (including holidays). Three such late payments within a twelve-month period shall constitute repeated late payment;
3. Failure to pay electric, gas or heating bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

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

17. Failure to comply with the Eight Hour Service Requirement as determined appropriate by HHA; and
18. Other serious or repeated violations of any material term of this lease.
19. If the Authority receives information from a State or local agency that a member of the federal public housing household is subject to a lifetime sex offender registration requirement.

C. Written Records

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

1. Name of tenant and identification of unit occupied.
2. Copies of the Termination Notice and any subsequent correspondence or notices.
3. Specific reason(s) for eviction. For example, if a tenant is being evicted for drug related criminal activity, the record shall detail the actions for which the eviction has been instituted.
4. Responses or answers, if any, received from the tenant.
5. Date and method of notifying tenant of reasons and showing a summary of any conference(s) with the tenant, including the names of conference participants.
6. Dated and signed records of the minutes of any hearing held.
7. Date and description of the final action taken.

D. Abandonment of the Unit

The Housing Authority will comply with Missouri state law, including requirements for posting and mailing notices of intent to declare a unit abandoned, taking possession of the unit, and the timing and method of disposal of items left in the abandoned unit.

1. If you vacate or abandon the apartment which may be evidenced by your removal of substantially all of your possessions or have been absent from your apartment for twenty-one consecutive days and either (a) fail to pay rent for 2 months or (b) make an express statement that you do not intend to occupy the apartment after a specific date, HHA may send notices to each occupant at this last known address, stating that:

- Reason to believe that the occupant has abandoned the dwelling unit;

- Intent to reenter and take possession of the dwelling unit unless the occupant contacts HHA within ten days of receipt of the notice;
 - If the occupant does not contact HHA, the Housing Authority intends to remove any possessions and personal effects remaining in the premises and to reenter the premises; and
 - If the occupant does not reclaim such possession and personal effects within thirty days after the notice, they will be disposed of in accordance with state policy.
2. If the notices are returned as undeliverable, or the occupant fails to contact HHA within ten days of the receipt of the notice, the Housing Authority may reenter and take possession of the dwelling unit, at which time any rental agreement or lease still in effect shall be deemed to be terminated.
 3. HHA shall take inventory of any possessions and personal effects of the occupant on the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from HHA within the said thirty-day period. If the occupant does not reclaim such possession and personal effects by the end of the said thirty-day period, the Housing Authority may dispose of them in accordance with Missouri state law.

X. POSTING REQUIREMENTS/REVISIONS

A. Posting Requirements

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

B. Revisions

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

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

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

The provisions of this plan are based upon local, state and federal law and regulation. Should any applicable law or regulation change, this plan will be deemed automatically revised. To the extent that the change is mandatory (allowing no Housing Authority discretion), the text of the plan will be revised without requirement for administrative processing. By approving this provision, the Board of Commissioners understands that they are approving future automatic revisions responding to mandatory regulatory changes.

XII. MISREPRESENTATION

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

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

XIII. GRIEVANCE PROCEDURE

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

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

XIV. PET POLICY

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

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

XV. RELOCATION

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

APPENDICES

APPENDIX A
PUBLIC HOUSING ADMISSIONSAND CONTINUED OCCUPANCY POLICY
UTILITY ALLOWANCES

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

APPLICANTS FOR PUBLIC HOUSING ONLY

- I. Applicability:
- A. The Housing Authority will provide an opportunity for an informal review regarding a decision denying assistance to an applicant, including a decision:
 - 1. Denying placement on the waiting list.
 - 2. Denying participation in the Public Housing Program
 - 3. Denying a preference in determining eligibility for the Public Housing Program.
 - B. The Housing Authority is not required to provide an opportunity for informal review:
 - 1. To review discretionary administrative determinations by the Housing Authority, or to consider general policy issues or class grievances.
 - 2. To review the Housing Authority's determination of the number of bedrooms determined under the standards established by the Housing Authority in accordance with HUD regulations.
- II. Procedures:
- A. The Housing Authority shall give an applicant prompt written notice of a decision denying assistance to the applicant, including a decision of ineligibility for housing, ineligibility for any of these selection preferences adopted by HCHA, or removal from or denying placement on the waiting list. The notice shall also state that the applicant may request in writing an informal review of the decision, and shall describe how to obtain the informal review.
 - B. The applicant must submit a written request for an informal review within ten (10) days of notification of the decision denying assistance.
 - C. If the applicant's request is not submitted within ten (10) days or in another way fails to comply with requirements, the request will be denied and the applicant will be promptly notified in writing.
 - D. If the request meets the criteria, an informal review will be scheduled within thirty (30) days of the request.

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

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

ADJUSTED INCOME. Annual Income minus applicable allowances.

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

ALLOWANCE FOR DEPENDENTS

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

ADULT

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

ALLOWANCE FOR DISABILITY ASSISTANCE EXPENSES

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

ALLOWANCE FOR MEDICAL EXPENSES

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

ANNUAL INCOME

1. Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporarily non-recurring or sporadic. Annual income includes, but is not limited to:

- a. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- b. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family.
- c. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowance for depreciation is permitted only as authorized in paragraph 1 of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets exceeds \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD or state regulations as applicable.
- d. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum amount or prospectively monthly amount for the delayed start of a periodic payment (except as provided in 2 below).
- e. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay.
- f. Periodic and determinable income or allowances, such as alimony and child support payment and regular contributions, lottery winnings, or gifts received from persons not residing in the dwelling.
- g. All regular pay, special pay allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse (but see 2 below).

2. Income Exclusions

Annual income does not include the following:

- a. Income from employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, lottery winnings, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in 1e above);
- d. Amounts received by the Family that are specifically for, or in reimbursement of, the cost of Medical Expenses for any Family member;
- e. Income of a live-in aide as defined in 24 CFR 5.403;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire;
- h. Amount received pursuant to training or stipends as noted below:
 - (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (iii) Amounts received by a tenant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program; or
 - (iv) A resident service stipend: this is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for HHHA, on a part-time basis, that enhances the quality of life in public housing. This may include, but is not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; or
 - (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with the local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training

programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.

- i. Temporary, non-recurring or sporadic income (including gifts);
- j. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- k. For federally-assisted housing, earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
- l. Adoption assistance payments in excess of \$480.00 per adopted child;
- m. The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, state or local law during the exclusion period;

For the purposes of this paragraph, the following definitions apply:

- (i) Comparable Federal, State or local law means a program providing employment training and supportive services that (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; (4) has as its objective to assist participants in acquiring employment skills.
 - (ii) Exclusion period refers to the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - (iii) Earnings and benefits refer to the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
 - o. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

- p. Amounts paid by a State Agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- q. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance program that includes assistance under the 1937 Act. The following is a list of incomes that qualify for that exclusion:
- (i) The value of the allotment provided to an eligible household under Food Stamp Act of 1977;
 - (ii) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
 - (iii) Payments received under Alaska Native Claims Settlement Act;
 - (iv) Income derived from certain submargin all land of the United States that is held in trust for certain Indian tribes;
 - (v) Payments or allowances made under department of Health and Human Services' Low -Income Energy Assistance Program;
 - (vi) Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - (vii) Income derived from the disposition of funds of Grant River Band of Ottawa Indians;
 - (viii) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior;
 - (ix) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work -study program or under the BIA student assistance programs. These are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of a student or an educational institution;
 - (x) Payments received from programs funded under Title V of the Older Americans Act of 1965;
 - (xi) Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, MDL No. 381 (E.D.N.Y.);
 - (xii) Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub.L. 96 -426, 94 Stat. 1785).
 - (xiii) The value of any child care provided or reimbursed for under the Child Care and Development Block Grant Act of 1990.
 - (xiv) Earned income tax credit.

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

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

APPLICANT

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

APPLICATION FOR ADMISSION

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

ASSETS

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

CHILD CARE EXPENSES

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

CITIZEN

A citizen or national of the United States.

DEPENDENT

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

DISABLED PERSON

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

Section 223 of the Social Security Act defines disability as:

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

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

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

DRUG-RELATED CRIMINAL ACTIVITY

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

ELDERLY FAMILY

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

ELDERLY PERSON

A person who is at least 62 years of age.

EVICTION

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

EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

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

EXTREMELY LOW INCOME FAMILY

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

FAMILY

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining adult member of a tenant family; and

- g. For federally -assisted housing only, a single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

FOSTER-CARE PAYMENT

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

FULL-TIME STUDENT

A person who is carrying a subject load that is considered full -time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

HANDICAPPED/DISABILITY ASSISTANCE EXPENSE

Reasonable expenses in excess of three (3) percent of annual income that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a disabled family member and expenses that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

HEAD OF HOUSEHOLD

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

HUD

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

INS

U.S. Immigration and Naturalization Service.

LEASE

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

LIVE-IN-AIDE

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

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

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

LOCAL PREFERENCE

A preference established by HHA for use in selecting among applicants.

LOWER INCOME FAMILY

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

LUMP SUM BENEFIT

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

MEDICAL EXPENSES

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

MINIMUM RENT

Established by HHA at \$50. The minimum rent includes a utility allowance.

MINOR

A person less than eighteen years of age.

MIXED FAMILY

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

NATIONAL

A person who owes permanent allegiance to the U.S. as the result of birth in a U.S. territory or possession.

NEAR-ELDERLY FAMILY

A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62, living together or one or more persons who are at least 50 years of age (or 55 years of age for state elderly housing) but below the age of 62 living with one or more live-in aides.

NEAR-ELDERLY PERSON

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

NET FAMILY ASSETS

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

In cases where a trust fund had been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.

In determining the Net Family Assets, the Housing Authority shall include the value of any assets greater than one thousand dollars (\$1000) which were disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of any consideration received for the asset.

NON-CITIZEN

A person who is neither a citizen nor national.

PROGRAMS ESTABLISHED UNDER THE UNITED STATES HOUSING ACT OF 1937

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

RECOVERING ADDICT

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

OVERHOUSED

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

REMAINING FAMILY MEMBER

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

RESIDENT

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

SECURITY DEPOSIT

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

SINGLE PERSON

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

TENANT RENT

The amount payable monthly by the family as rent to the Housing Authority. Where all utilities (except telephone and cable) and other essential housing services are supplied by the Housing Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone and cable) and other essential housing services are not supplied by the 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.

TOTAL TENANT PAYMENT (TTP)

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

TRANSFER

A move by a tenant family from one HCHA apartment to another, generally as the result of changes in family composition which change the number of bedrooms required by the family. A transfer may not be used to split an extended family into two households by moving only some members of the family to a second apartment.

UNDERHOUSED

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

UTILITIES

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

UTILITY ALLOWANCE

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

VERY LOW INCOME FAMILY

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

VIOLENT CRIMINAL ACTIVITY

Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

WAITING LIST ADMISSION

An applicant selected for occupancy from HHA's waiting list.

March 4, 2003

Mrs. Patricia Straussner
Director
Office of Public Housing

Re: Certification of Initial Assessment of Voluntary Conversion of Developments from Public Housing stock to Tenant-based Assistance.

Dear Mrs. Straussner:

The Hayti Heights Housing Authority certifies that it has:

1. Reviewed each development's operation as public housing
2. Considered the implications of converting the public housing developments to tenant-based assistance.

The HHHA has concluded that the conversion of MO 223-1, MO 223-2, and MO 223-3 may be inappropriate because removal of these three developments would not meet the necessary conditions for voluntary conversion as outlined in 24CFR Part 972, subpart B(c).

It is our conclusion from the assessment that the conversion to tenant based assistance would adversely affect the availability of affordable housing in the Hayti Heights area.

The HHHA has retained its assessment documentation with respect to each required initial assessed development and shall submit the appropriate assessment template as part of its FY 03 Annual Plan.

Respectfully,

Patricia Stewart
Executive Director

Attachment

Component 10 (B) Voluntary Conversion Initial Assessments

- a. How many of the PHA's developments are subject to the Required Initial Assessments?
Three
- 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)?
None
- c. How many Assessments were conducted for the PHA's covered developments?
Three
- d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments:
None

Development Name	Number of Units

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

HAYTI HEIGHTS (MO) HOUSING AUTHORITY
100 N. MARTIN LUTHER KING DRIVE
HAYTI HEIGHTS, MO 63851 -9664

PET POLICY



OVERVIEW

This policy details the requirements for a tenant to keep a pet in a Hayti Heights Housing Authority (HHHA) apartment. A tenant will not keep a pet in their apartment without prior written permission from HHHHA.

This policy does not apply to animals that are used to assist persons with disabilities provided that the animal has been trained to assist persons with that specific disability and the animal actually assists the person with that specific disability. (See Rule 22 below). However, the pet policy does not exempt such a tenant from the requirements of the lease that prohibit any conduct which disturbs other tenants or threatens the physical or social environment.

REQUIREMENTS

The HHHHA will utilize the following procedures in implementing the pet policy.

Obtaining HHHHA Permission: If an eligible tenant or prospective tenant wishes to obtain permission to keep a pet, HHHHA staff will meet with the prospective pet owner and explain the Housing Authority policy and review the pet rules. If HHHHA finds a tenant or prospective tenant eligible to keep a pet, the tenant or prospective tenant must submit to the Housing Authority a completed Pet Permit and Agreement Form, and pay the required security deposit.

HHHA reserves the right to deny permission to house pets which are or may be in the sole judgment of the Authority vicious or dangerous, or which are large in stature exceeding 30 pounds in weight.

Failure to Obtain Written Permission: If a tenant has not obtained written permission to keep a pet but does so anyway, the HHHHA will seek to evict the tenant. If HHHHA finds any unauthorized pet outside a tenant's apartment, in their backyard or area in their exclusive control or a common area, HHHHA will have the pet removed.

Complaints Against Pet Owners: In the event of complaints against approved pet owners, the HHHHA shall work with the pet owner to resolve the complaints informally. If the complaints are not resolved and/or there has been a violation of the pet rules, HHHHA shall impose fines in accordance with Rule 21 below.

If there are three violations, HHHHA may at its sole discretion notify the tenant to remove the pet within ten (10) days (immediately if the animal is deemed "vicious"), terminate the pet owner's tenancy or both. Any unresolved complaints may be the subject of a grievance by the tenant under established grievance procedures. Except, animals deemed "vicious" by HHHHA must be removed from HHHHA property pending grievance.

Amending Pet Rules: The pet policy and rules may be changed at any time by HHH provided that tenants are given an opportunity to comment and with 30 days advance notice.

RULES

- 1) Any tenant or prospective tenant who wishes to keep a pet shall request permission in writing and meet with HHH staff and submit a photo of the pet and other required documentation.
- 2) If approved by the Authority, a Pet Permit and Agreement, (Amendment of Dwelling Lease) shall be signed immediately by the tenant, with original to the tenant file and a copy in a general pet file. This Dwelling Lease Amendment contains the rights and responsibilities of the tenant and management with respect to pet ownership.
- 3) **Only common household pets are permitted.** Common “household” pets shall be limited to domesticated dogs, cats, fish, birds and turtles that are traditionally kept in the home rather than for commercial or other purposes.
- 4) The tenant is required to provide a picture of the pet(s).
- 5) The number and size of the pet(s) is limited to one type of pet as follows:
 - a) Dogs and cats – limit of one dog or cat per household – Dogs cannot exceed 30 pounds; or
 - b) Birds – limit of two per household, no larger than a parakeet – Birds must be kept in a cage at all times; or
 - c) Fish – limit of one tank per household with a maximum capacity of 20 gallons, and no more than 20 small non-poisonous fish; or
 - d) Turtles – no more than two per household, small in size. Turtles must be kept in a cage or other container at all times.
- 6) All dog and cat owners must present proof that their pet is registered with the City of Hayti Heights and identification tags must be worn at all times.
- 7) The tenant must be able to maintain control over their pets.
- 8) Dogs and cats must remain within the unit and not be allowed outside, unattended, at any time. In addition, dogs and cats are not allowed in the patio area at any time.
- 9) No chaining of unattended dogs permitted at any time.

- 10) Dogs must be walked while on a leash and all droppings must be removed and disposed of by the person walking the animal. Failure to do so will result in a \$50.00 charge. Units, yards and HHHHA property must be kept free of odors, insect infestation and pet feces, urine, waste and litter.
- 11) Cat litter boxes are required, and must be maintained in a sanitary manner and be kept free of odors and insect infestation.
- 12) **Dogs and cats must be neutered or spayed** with proof of licensing and inoculations and the name of the veterinarian provided. Owners must provide certification each year at the time of their annual reexamination that the pet continues to be in good health and has all required vaccinations.
- 13) Any animal that is used to threaten either people or other animals or does threaten to attack or attacks will be deemed "vicious" and barred from the development. If the tenant does not immediately remove the animal, the tenant will be in material violation of his/her lease, and may be evicted.
- 14) HHHHA, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to ensure compliance.
- 15) Pets must be restrained and prevented from digging, gnawing, chewing, scratching or otherwise defacing property including doors, walls, windows, screens, floor coverings, other units, common areas, buildings, landscaping or shrubs.
- 16) No pet is allowed at any time in community/recreation rooms, laundry rooms or other interior or exterior sitting areas including the patio.
- 17) Pet owners shall be liable for damage caused by their pets. HHHHA shall require of the tenant payment of a pet deposit of \$100 for each pet. If the tenant's pet deposit does not cover the damages, management and the tenant will agree on a payment plan to pay for the damage as well as replacement of the pet deposit. The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by the HHHHA. The pet deposit will be returned to the pet owner within 30 days of the day the pet is removed or within 30 days of the day the tenant vacates the unit, whichever comes first, less deductions detailed in writing and reasonably related to the regulation of pets.
- 18) Tenants must board their pets (except for fish) away from the development or make other arrangements for the care of their pets when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires tenants to provide HHHHA with the name and phone number of relative or friend who has agreed to assume responsibility for the pet in the

event of sudden illness or death of the tenant or if the tenant disputes the determination that the animal is vicious. The HHH A reserves the right to consider the presence of an unattended pet emergency, and will enter the unit to remove the pet.

- 19) HHH A staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattached animal.
- 20) Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of other to peaceful enjoyment of the premises. A tenant will be fully responsible for any disturbance or injury to other tenants or HHH A staff caused by its pet. Any disturbance or injury will be a violation of the policy and rules and the tenant's lease, and HHH A may at its sole discretion require the tenant to remove the pet immediately or within ten (10) days, terminate the pet owner's tenancy or both.
- 21) The HHH A may impose fines upon tenants for the violation of any pet rule contained herein. At the time a pet owner first violates any rule, the HHH A will send the owner a written warning and no fine will be assessed. The second time that a tenant violates the same rule, or any other, the HHH A will fine the tenant \$50.00. The HHH A may assess additional \$50.00 fines for subsequent violations, and may request the tenant to remove the pet or be subject to eviction after three violations.
- 22) Tenants or prospective tenants who claim that a particular animal is used to assist persons with disabilities and who want to be exempt from the provisions of these Pet Rules must provide HHH A with:
 - a) A certification that the tenant or prospective tenant or a member of his or her family is a person with a disability; and
 - b) Documentation that the animal has been trained to assist persons with that specific disability and actually assists the person with that disability.
- 23) These Pet Rules are posted in the HHH A management offices and are incorporated by reference into the Lease.

THE HAYTI HEIGHTS (MO) HOUSING AUTHORITY

PET PERMIT AND AGREEMENT

I acknowledge that I have read, understand and agree to comply with all aspects of HHA's Pet Policy.

I also understand that I must give to HHA the name of an individual or Agency who will be contacted should I become incapable of caring for my pet(s) because of illness, incapacitation or death. That person or Agency is:

NAME

ADDRESS

PHONE NO.

The pet(s) I wish to keep in my dwelling unit is:

(1)

(2)

DESCRIPTION

DESCRIPTION

NAME

NAME

DATE

DATE

HHA REPRESENTATIVE

RESIDENT

RESIDENT

RESIDENT

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

PHANa Hayti Heights Housing Authority Grant Type and Number
 100 North Martin Luther King Drive Hayti Heights, MO 638511 Capital Fund Program: MO36P223501-02 Capital Fund Program
 Replacement Housing Factor Grant No:

Original Annual Statement Reserve for Disasters/Emergencies Final Performance
 Performance and Evaluation Report for Period Ending: X Revised Annual Statement (revision no:3) and Evaluation Report

					Federal FY of Grant: 2002	
Line No.	Summary by Development Account		Total Funds Approved		Total Funds	
			Original	Revised	Obligated	Expended
1	Total Non-CGPF Funds					
2	1406	Operations	\$ 17,109.00			
3	1408	Management Improvements				
4	1410	Administration	\$ 16,778.00	\$ 1,245.00	1,245	
5	1411	Audit				
6	1415	Liquidated Damages				
7	1430	Fees and Costs	\$ 12,500.00	\$ 12,200.00	12,200	10,000
8	1440	Site Acquisition				
9	1450	Site Improvement				
10	1460	Dwelling Structures	\$ 141,488.00	\$ 157,652.00	157,652	112,914
11	1465.1	Dwelling Equipment-Nonexpendable				
12	1470	Non-dwelling Structures				
13	1475	Non-dwelling Equipment				
14	1485	Demolition				
15	1490	Replacement Reserve				
16	1492	Moving to Work Demonstration				
17	1495.1	Relocation Costs				
18	1498	Mod Use Sec Mod				
19	1502	Contingency				
20	Amount of Annual Grant		\$ 171,097.00	\$ 171,097.00	171,097	122,914
21	Amount of line 20 Related to LBP Activities					
22	Amount of 20 Related to Section 504 Compliance					
			Small PHA Plan Update			

