PHA Plans

Streamlined 5-Year/Annual Version

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

OMB No. 2577-0226
(exp 05/31/2006)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief to certain PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

Housing Authority of the City of Decatur, GA

Streamlined 5-Year Plan for Fiscal Years 2004 - 2008

Streamlined Annual Plan for Fiscal Year 2004

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue. Full reporting for each component listed in the streamlined Annual Plan submitted with the 5-year plan is required.

Streamlined Five-Year PHA Plan
Agency Identification

PHA Name: Housing Authority of the City of Decatur, GA **PHA Number:** GA011

PHA Fiscal Year Beginning: 01/01/2004

PHA Programs Administered:

☒ **Public Housing and Section 8** ☐ **Section 8 Only** ☐ **Public Housing Only**

Number of public housing units: Number of S8 units: Number of public housing units:
Number of S8 units:

☐ PHA Consortia: (check box if submitting a joint PHA Plan and complete table)

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

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

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)

Streamlined Five-Year PHA Plan
PHA FISCAL YEARS 2004 - 2008
[24 CFR Part 903.12]

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

☐ The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

☒ The PHA's mission is to serve the City of Decatur and its citizens by focusing on Affordable Housing and related economic development, employing creative endeavors and practicing sound financial management.

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

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

☒ PHA Goal: Expand the supply of assisted housing
Objectives:
- ☒ Apply for additional rental vouchers:
- ☒ Reduce public housing vacancies:
- ☒ Leverage private or other public funds to create additional housing opportunities:
- ☒ Acquire or build units or developments
- ☐ Other (list below)

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score = 94)
- ☒ Improve voucher management: (SEMAP score = 84)
- ☒ Increase customer satisfaction:
- ☐ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)
- ☒ Renovate or modernize public housing units:
- ☒ Demolish or dispose of obsolete public housing:
- ☒ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☒ Other: (list below)

PHA Goal: Provide a quality living environment within the Authority owned properties:
Objectives & status of success:

- Identify Annual Capital Improvements needs and implement 12/31/04
- Review safety needs & activities Ongoing
- Promote self-sufficiency / independence 12/31/06
- Review Authority Policies Ongoing
- Establish clear Quality of Life Policy 12/31/03
- Review current environmental issues as defined by regulatory agencies Ongoing
- Review & implement upgrade of housing stock through replacement 12/31/06

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

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

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

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

☒ PHA Goal: Promote self-sufficiency and asset development of assisted households
Objectives:
☒ Increase the number and percentage of employed persons in assisted families:
☒ Provide or attract supportive services to improve assistance recipients' employability:
☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
☐ Other: (list below)

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

☒ PHA Goal: Ensure equal opportunity and affirmatively further fair housing
Objectives:

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

PHA Goal: Expand affordable housing choices and ability to choose in Decatur:
Objectives & status of success:

- Explore resources available to choose in Decatur 12/31/04
- Recruit landlords in non traditional areas 12/31/04
- Review the variety of future housing needs Ongoing
- Explore development of additional affordable housing resources 12/31/05

PHA Goal: Develop marketing strategies for the Authority's affordable housing programs:
Objectives & status of success:

- Identify target populations Ongoing
- Perform a market analysis (rent, quality, who served) Ongoing
- Develop marketing tools / method Ongoing
- Train staff in "market" skills Ongoing

Other PHA Goals and Objectives: (list below)

PHA Goal: Manage the Authority's programs in an effective and efficient manner (to meet high performer status):
Objectives & status of success:

- Develop staff training plan for ongoing improvements Ongoing
- Improve / enhance computer systems Completed
- Develop procedural manuals Ongoing
- Develop performance standards for staff Ongoing
- Improve communications (staff, residents, phone) 12/31/04
- Review and develop records management system 12/31/04
- Review organizational structure and salary plan 12/31/04
- Maintain waiting list in an updated status Ongoing
- Review budget development and monitoring system 12/31/04

Streamlined Annual PHA Plan
PHA Fiscal Year 2004
[24 CFR Part 903.12(b)]

Table of Contents

Provide the following table of contents for the streamlined Annual Plan submitted with the Five-Year Plan, including all streamlined plan components, and additional requirements, together with the list of supporting documents available for public inspection.

A. ANNUAL STREAMLINED PHA PLAN COMPONENTS

☒ 1. Housing Needs
☒ 2. Financial Resources
☒ 3. Policies on Eligibility, Selection and Admissions (PHA ACOP)
☒ 4. Rent Determination Policies (Flat Rents & Income based Rents)
☒ 5. Capital Improvements Needs
☒ 6. Demolition and Disposition
☐ 7. Homeownership
☒ 8. Civil Rights Certifications (included with PHA Certifications of Compliance)
☒ 9. Additional Information
   a. PHA Progress on Meeting 5-Year Mission and Goals
   b. Criteria for Substantial Deviations and Significant Amendments
   c. Other Information Requested by HUD
      i. Resident Advisory Board Membership and Consultation Process
      ii. Resident Membership on the PHA Governing Board
      iii. PHA Statement of Consistency with Consolidated Plan
      iv. (Reserved)
☒ 10. Project-Based Voucher Program
☒ 11. Supporting Documents Available for Review
☒ 12. FY 2004 Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
☒ 13. Capital Fund Program 5-Year Action Plan
☒ 14. Other (List below, providing name for each item)
   - Pet Policy and Procedures
   - Implementation of Public Housing Resident Community Service Requirements
   - Section 8 Administration Plan
   - Deconcentration Policy Supporting Document

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*: *Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*; *Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan*.

For PHAs APPLYING FOR CAPITAL FUND PROGRAM (CFP) GRANTS:

Form HUD-50070, *Certification for a Drug-Free Workplace;*

Form HUD-50071, *Certification of Payments to Influence Federal Transactions*;

Form SF-LLL & SF-LLLa, *Disclosure of Lobbying Activities.*

Executive Summary (optional)

[903.7(r)]. If desired, provide a brief overview of the contents of the streamlined 5-Year/Annual Plan.

The Housing Authority of the City of Decatur, GA has prepared this Agency Plan in compliance with Section 511 of the quality Housing and Responsibility Act of 1998 and the ensuing HUD requirements. We have adopted the following mission statement to guide the activities of the Housing Authority of the City of Decatur, GA:

Housing Authority of the City of Decatur, GA Mission Statement:
To serve the City of Decatur and its citizens
by focusing on affordable housing and related economic development,
employing creative endeavors and practicing sound financial management.

1. Statement of Housing Needs [24 CFR Part 903.12 (b), 903.7(a)] N/A

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

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

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one) ☒ Section 8 tenant-based assistance ☐ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	3,533		
Extremely low income <=30% AMI	n/a		
Very low income (>30% but <=50% AMI)	n/a		
Low income (>50% but <80% AMI)	n/a		
Families with children	3,459	98%	
Elderly families	287	8%	
Families with Disabilities	2,186	62%	
Race/ethnicity	2,352	66%	
Race/ethnicity	456	13%	
Race/ethnicity	69	2%	
Race/ethnicity	129	4%	
Characteristics by Bedroom Size (PH only)	N/A		
Is the waiting list closed (select one)? ☐ No ☒ Yes If yes: How long has it been closed (# of months)? 11 months Does the PHA expect to reopen the list in the PHA Plan year? ☒ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☒ Yes – Project based			

Housing Needs of Families on the PHA's Waiting Lists			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☒ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	5,549		
Extremely low income <=30% AMI	n/a		
Very low income (>30% but <=50% AMI)	n/a		
Low income (>50% but <80% AMI)	n/a		
Families with children	3,977	71.7%	
Elderly families	194	3.5%	
Families with Disabilities	1,063	19.2%	
Race/ethnicity	254	4.58%	
Race/ethnicity	5,116	92.19%	
Race/ethnicity	21	.38%	
Race/ethnicity	90	1.63%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	2,653	47.8%	
2 BR	1,631	29.4%	
3 BR	1,092	18.8%	
4 BR	190	3.4%	
5 BR	33	.6%	
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes			

B. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families on the PHA's public housing and Section 8 waiting lists **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

☒ Employ effective maintenance and management policies to minimize the number of public housing units off-line
☒ Reduce turnover time for vacated public housing units
☒ Reduce time to renovate public housing units

- ☒ Seek replacement of public housing units lost to the inventory through mixed finance development
- ☐ Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- ☐ Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- ☒ Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- ☒ Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- ☒ Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- ☒ Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- ☐ Other (list below)

Strategy 2: Increase the number of affordable housing units by:
Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 30 % of AMI
Select all that apply

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

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

Strategy 1: Target available assistance to families at or below 50% of AMI
Select all that apply

- ☒ Employ admissions preferences aimed at families who are working
- ☒ Adopt rent policies to support and encourage work

☐ Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:
Select all that apply

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

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:
Select all that apply

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

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

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

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

Strategy 2: Conduct activities to affirmatively further fair housing
Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.12 (b), 903.7 (c)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2004 grants)**		
a) Public Housing Operating Fund FY2004	452,074 (estimated amount)	Operating Budget
b) Public Housing Capital Fund FY2004	415,015 (estimated amount)	Mngt/Admin/Phys Needs -Dev
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance FY2004	4,696,410 (estimated amount)	Operating Budget
f) Resident Opportunity and Self-Sufficiency Grants		
g) Community Development Block Grant		
h) HOME		
i) Other Federal Grants (list below)		
2. Prior Year Federal Grants (unobligated funds only) list below:		
Capital fund FY2002 - 6/30/03 P&E	188,623	Mngt/Admin/Phys Needs -Dev
Capital fund FY2003 - awarded 9/17/03	415,015	Mngt/Admin/Phys Needs -Dev
3. Public Housing Dwelling Rental Income	623,915 (estimated amount)	Operating Budget
4. Other income (list below)		
4. Non-federal sources (list below)		
Total resources	6,791,052 (estimated amount)	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.12 (b), 903.7 (b)]

A. Public Housing

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

(1) Eligibility

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

☒ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☒ Other: When time allows for staff to verify at time of application

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

☒ Criminal or Drug-related activity
☒ Rental history
☐ Housekeeping
☒ Other: Credit

c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
d. ☐ Yes ☒ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

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

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

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

☒ PHA main administrative office
☒ PHA development site management office
☐ Other (list below)

c. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? No
If yes, complete the following table; if not skip to d.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	**Date Initiated**	**Initial mix of Racial, Ethnic or Disability Demographics**	**Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL**	**Percent change between initial and current mix of Racial, Ethnic, or Disability demographics**

2. What is the number of site based waiting list developments to which families may apply at one time? ___

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? ___

4. ☐ Yes ☐ No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

d. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions? No If not, skip to subsection **(3) Assignment**

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

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

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

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
☐ PHA main administrative office
☐ All PHA development management offices
☐ Management offices at developments with site-based waiting lists
☐ At the development to which they would like to apply
☐ Other (list below)

(3) Assignment

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

☒ One
☐ Two
☐ Three or More

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

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

(4) Admissions Preferences

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

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)
☒ Emergencies
☐ Over-housed
☐ Under-housed
☒ Medical justification
☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
☐ Resident choice: (state circumstances below)
☐ Other: (list below)

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

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

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

Other preferences: (select below)
☒ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☒ Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs

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

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

☒ 1 Date and Time

Former Federal preferences:
☒ 2 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☒ 2 Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden

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

4. Relationship of preferences to income targeting requirements:
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)
☒ The PHA-resident lease
☒ The PHA's Admissions and (Continued) Occupancy policy
☐ PHA briefing seminars or written materials
☐ Other source (list)

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

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

(6) Deconcentration and Income Mixing

a. ☐ Yes ☒ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. ☐ Yes ☒ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete. If yes, list these developments on the following table:

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

The Decatur Housing Authority has high expectations to significantly reduce any persistent levels of racial segregation and poverty concentration to make the communities not segregated by factors of income and race. The Housing Authority will focus on specific income mixing and fair housing obligations. We are committed to meeting the critical housing needs of the residents of the City of Decatur and their families to expand opportunities through housing assistance. To encourage income mixing the housing authority has implemented flat rents. The Housing Authority will work hard to bring higher income residents into any relatively lower income communities/buildings and lower income tenants into relatively higher income sites/communities. The Decatur Housing Authority will study classified buildings and prospective residents according to their income levels and then make lease-up decisions that would gradually improve the income mixing under public housing agency management.

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B.
Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

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

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

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

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

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

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
☐ Criminal or drug-related activity
☒ Other (describe below)
Provide past Landlord contract information upon request

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)
☒ None
☐ Federal public housing
☐ Federal moderate rehabilitation
☐ Federal project-based certificate program
☐ Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)
☒ PHA main administrative office
☐ Other (list below)

(3) Search Time

a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?
If yes, state circumstances below:
Applicants are routinely given 120 days

(4) Admissions Preferences

a. Income targeting

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

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

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

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

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

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

☒ 1 Date and Time

Former Federal preferences:
- ☒ 1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☒ 2 Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden

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

☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)
☒ Date and time of application
☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)
☒ This preference has previously been reviewed and approved by HUD
☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)
☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)
☒ The Section 8 Administrative Plan
☒ Briefing sessions and written materials
☐ Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?
☒ Through published notices
☒ Other (list below)
Through referral agencies such as:
Veterans Association & Department of Family and Children's Services

4. PHA Rent Determination Policies
[24 CFR Part 903.12(b), 903.7(d)]

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

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

a. Use of discretionary policies: (select one of the following two)

☒ The PHA will not employ any discretionary rent-setting policies for income-based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less

HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

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

b. Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

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

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

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

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

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

☒ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:
☐ For household heads
☐ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

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

☐ Yes for all developments
☐ Yes but only for some developments
☒ No

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

☐ For all developments

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

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

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

f. Rent re-determinations:

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

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

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

(2) Flat Rents

a. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)
☒ The section 8 rent reasonableness study of comparable housing
☒ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☐ Other (list/describe below)

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies.

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

☐ At or above 90% but below100% of FMR
☒ 100% of FMR
☐ Above 100% but at or below 110% of FMR
☐ Above 110% of FMR (if HUD approved; describe circumstances below)

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

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

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

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

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

☒ Annually
☐ Other (list below)

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

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

(2) Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

5. Capital Improvement Needs

[24 CFR Part 903.12(b), 903.7 (g)]

Exemptions from Component 5: Section 8 only PHAs are not required to complete this component and may skip to Component 6.

A. Capital Fund Activities

Exemptions from sub-component 5A: PHAs that will not participate in the Capital Fund Program may skip to component 5B. All other PHAs must complete 5A as instructed.

(1) Capital Fund Program

a. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 12 and 13 of this template (Capital Fund Program tables). If no, skip to B.

b. ☐ Yes ☒ No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to service the debt. (Note that separate HUD approval is required for such financing activities.).

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

Applicability of sub-component 5B: All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

(1) Hope VI Revitalization

a. ☐ Yes ☒ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to next component; if yes, provide responses to questions on chart below for each grant, copying and completing as many times as necessary)

b. Status of HOPE VI revitalization grant (complete one set of questions for each grant)
Development name:
Development (project) number:
Status of grant: (select the statement that best describes the current status)
- ☐ Revitalization Plan under development
- ☐ Revitalization Plan submitted, pending approval
- ☐ Revitalization Plan approved
- ☐ Activities pursuant to an approved Revitalization Plan underway

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

d. ☒ Yes ☐ No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

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

6. Demolition and Disposition

[24 CFR Part 903.12(b), 903.7 (h)]
Applicability of component 6: Section 8 only PHAs are not required to complete this section.

a. ☒ Yes ☐ No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 or 24 (Hope VI)of the U.S. Housing Act of 1937 (42 U.S.C. 1437p) or Section 202/Section 33 (Mandatory Conversion) in the plan Fiscal Year? (If "No", skip to component 7; if "yes", complete one activity description for each development on the following chart.)

Demolition/Disposition Activity Description
1a. Development name: ALLEN WILSON TERRACE APARTMENTS 1b. Development (project) number: GA011-01
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: (06/30/05)
5. Number of units affected: 12 - 24 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: 1/1/05 b. Projected end date of activity: 12/31/09

7. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

[24 CFR Part 903.12(b), 903.7(k)(1)(i)]

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

(2) Program Description

a. Size of Program
☒ Yes ☐ No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year? less than 25

b. PHA-established eligibility criteria
☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria?
If yes, list criteria: FSS Participants

c. What actions will the PHA undertake to implement the program this year (list)?

(3) 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):
a. ☒ Establishing a minimum homeowner down-payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
b. ☒ 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.
c. ☐ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below).
d. ☒ Demonstrating that it has other relevant experience (list experience below).

- Done Homeownership for public housing residents previously
- Provided new homeownership opportunities for low to moderate income buyers

8. Civil Rights Certifications

[24 CFR Part 903.12 (b), 903.7 (o)]

Civil rights certifications are included in the *PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations*: *Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*, which is submitted to the Field Office in hard copy—see Table of Contents.

9. Additional Information

[24 CFR Part 903.12 (b), 903.7 (r)]

A. PHA Progress in Meeting the Mission and Goals Described in the 5-Year Plan

(*Provide a statement of the PHA's progress against the goals and objectives established in the previous 5-Year Plan for the period FY 2003 – 2007).*

The Housing Authority of the City of Decatur, GA is on target in meeting its Goals established in previous 5-Year Plans. Goal objectives & status of success are listed individually under section B. Goals, pages 3-5.

B. Criteria for Substantial Deviations 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

b. Significant Amendment or Modification to the Annual Plan

The Housing Authority of the City of Decatur, GA defines a Substantial Deviation to the Annual Plan from the 5-Year Plan and a Significant Amendment or Modification of the Annual Plan as any work item that represents more than 40% of the Annual Statement Amount.

The Housing Authority of the City of Decatur, GA supports HUD's definition of a Significant Amendment of Modification to the PHA policies and procedures as follows:

1) Changes to rent and admissions policies or organization of the waiting list
2) Additions of non-emergency work items (over 40% of Annual Statement amount) not included in the 5-Year Plan
3) Changes in the use of the replacement reserve funds under the Capital Fund
4) Additions of new activities not included in the current PHDEP Plan
5) Any change with regard to demolition or disposition, designation, homeownership programs or conversion activities

An exception to this definition would be items that have been adopted to comply with HUD regulatory requirements, inspections or recommendations.

In the event that a Substantial Deviation, a Significant Amendment or Modification to the Annual Plan is made, the Decatur Housing Authority will hold a Public Hearing and/or notify the Resident Advisory Board of the changes and allow the opportunity to view the changes and make suggestions. Once the public process requirements have been met, the Decatur Housing Authority shall submit a revised PHA Plan to the Atlanta HUD Office.

C. Other Information

[24 CFR Part 903.13, 903.15]

(1) Resident Advisory Board Recommendations

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

If yes, provide the comments below:

1) The Resident Association requested new kitchen cabinets at AWT.
2) The Resident Association requested new bathroom vanities at AWT.
3) The Residents complained about dirty stairwells and requested for the upstairs residents to be responsible for keeping stairwells clean.

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

☐ Considered comments, but determined that no changes to the PHA Plan were necessary.

☒ The PHA changed portions of the PHA Plan in response to comments
List changes below:

1) Installing new kitchen cabinets has already been scheduled but not started yet in the 2002 Capital fund plan & additional added for years 2004 – 2008.
2) Installing new bathroom vanities has already been scheduled but not started yet in the 2002 & 2003 Capital fund plans & additional added for years 2005 – 2008.
3) Complaints about dirty stairwells & the request to have the upstairs residents responsible for cleaning stairwells has been forwarded to the property manager to be handled according to management procedure & policy.

☐ Other: (list below)

(2) Resident Membership on PHA Governing Board

The governing board of each PHA is required to have at least one member who is directly assisted by the PHA, unless the PHA meets certain exemption criteria. Regulations governing the resident board member are found at 24 CFR Part 964, Subpart E.

a. Does the PHA governing board include at least one member who is directly assisted by the PHA this year?

☒ Yes ☐ No:

If yes, complete the following:

Name of Resident Member of the PHA Governing Board: Frances Mosley

Method of Selection:

☒ Appointment
The term of appointment is (include the date term expires): 3/1/00 - 9/30/04

☐ Election by Residents (if checked, complete next section--Description of Resident Election Process)

Description of Resident Election Process

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

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

Eligible candidates: (select one)

☐ Any recipient of PHA assistance
☐ Any head of household receiving PHA assistance

☐ Any adult recipient of PHA assistance
☐ Any adult member of a resident or assisted family organization
☐ Other (list)

Eligible voters: (select all that apply)
☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☐ Other (list)

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

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

Date of next term expiration of a governing board member:

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

(3) PHA Statement of Consistency with the Consolidated Plan
[24 CFR Part 903.15]
For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

Consolidated Plan jurisdiction: County of DeKalb, Georgia

a. 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 on its waiting list on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
☐ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
☐ Other: (list below)

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

(4) (Reserved)

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

10. Project-Based Voucher Program

a. ☒ Yes ☐ No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If yes, answer the following questions.

b. ☒ Yes ☐ No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option?

If yes, check which circumstances apply:
☐ Low utilization rate for vouchers due to lack of suitable rental units
☒ Access to neighborhoods outside of high poverty areas
☒ Other (describe below:)
- Special needs housing
- Ability to help revitalization

c. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):
- Census tracts 225, 226, 227 & 228

DECATUR HOUSING AUTHORITY PROJECT-BASED VOUCHER PROGRAM:

Based on HUD regulations and the financial incentives for owners to enter into a project-based voucher contract with the Housing Authority, which will increase rental income, produce vacancy payments, increase occupancy rate, reduce property operational cost and secure a long-term Section 8 contracts; the Decatur Housing Authority has implemented a Section 8 project based voucher program.

REQUEST FOR PROPOSALS SELECTION POLICY:

A. INTRODUCTION

The Decatur Housing Authority (DHA) is seeking proposals from qualified firms to provide Project-Based Section 8 Rental Assistance to eligible Section 8 families. Services sought by DHA include: The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease. DHA is a large public housing authority that administers 524 Housing Choice Vouchers in the City of Decatur, Georgia. On average, DHA has over 35 families searching for affordable housing per month.

B. SCOPE OF SERVICES

DHA seeks qualified owner to assist the authority in providing quality affordable housing to Section 8 participants. The successful housing provider, in cooperation with DHA staff, will be responsible for providing project-based Section 8 rental assistance that is consistent with and in compliance with DHA Policies and Procedures and with Specific Requirements set by the DHA. The Specific Requirements are available upon request.

C. SUBMISSION AND CONTENT OF PROPOSALS

Inquiries concerning the Request for Proposal (RFP) should be submitted in writing to the issuing office by the submission deadline specified in the bid advertisement. All proposals in compliance with the RFP will be evaluated based on the criteria outlined in this policy.

List of Supporting Documents Available for Review for Streamlined

Five-Year/ Annual PHA Plans

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**
✓	PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans.	Standard 5 Year and Annual Plans; streamlined 5 Year Plans
✓	State/Local Government Certification of Consistency with the Consolidated Plan.	5 Year Plans
✓	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
✓	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 for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☐ 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
✓	Public housing rent determination policies, including the method for setting public housing flat rents. ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development. ☐ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
✓	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
✓	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations & Maintenance, Community Service & Self-Sufficiency
✓	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types ☐ check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
	Consortium agreement(s).	Annual Plan: Agency Identification and Operations/ Management

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
✓	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Grievance Procedures
✓	Section 8 informal review and hearing procedures. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
✓	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
✓	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 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
	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
✓	Policies governing any Section 8 Homeownership program (Section _____of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Public Housing Community Service Policy/Programs ☐ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
✓	Cooperative 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
	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☒ Check here if included in the public housing A & O Policy.	Pet Policy
✓	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
	Consortium agreement(s), if a consortium administers PHA programs.	Joint PHA Plan for Consortia
	Consortia Joint PHA Plans ONLY: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection	Joint PHA Plan for Consortia
	Other supporting documents (optional). List individually.	(Specify as needed)

12. Capital Fund Program Annual Statement

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur, GA	Capital Fund Program Grant No: GA06P01150104 Replacement Housing Factor Grant No:	2004

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	.00			
2	1406 Operations	.00			
3	1408 Management Improvements	69,000.00			
4	1410 Administration	41,500.00			
5	1411 Audit	.00			
6	1415 Liquidated Damages	.00			
7	1430 Fees and Costs	4,915.00			
8	1440 Site Acquisition	.00			
9	1450 Site Improvement	78,500.00			
10	1460 Dwelling Structures	185,600.00			
11	1465.1 Dwelling Equipment—Non-expendable	10,500.00			
12	1470 Non-dwelling Structures	25,000.00			
13	1475 Non-dwelling Equipment	.00			
14	1485 Demolition	.00			
15	1490 Replacement Reserve	.00			
16	1492 Moving to Work Demonstration	.00			
17	1495.1 Relocation Costs	.00			
18	1499 Development Activities	.00			
19	1501 Collateralization or Debt Service	.00			
20	1502 Contingency	.00			
21	**Amount of Annual Grant: (sum of lines 1-19)**	**$ 415,015.00**			

12. Capital Fund Program Annual Statement

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur, GA	Capital Fund Program Grant No: GA06P01150104 Replacement Housing Factor Grant No:	2004

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
22	Amount of line 21 Related to LBP Activities	.00			
23	Amount of line 21 Related to Section 504 compliance	2,100.00			
24	Amount of line 21 Related to Security - Soft Costs	59,000.00			
25	Amount of line 21 Related to Security - Hard Costs	40,000.00			
26	Amount of line 21 Related to Energy Conservation Measures	100,000.00			

12. Capital Fund Program Annual Statement

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

PHA Name: **Housing Authority of the City of Decatur, GA**	**Grant Type and Number** Capital Fund Program Grant No: **GA06P01150104** Replacement Housing Factor Grant No:	**Federal FY of Grant: 2004**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
GA 011-1	Appliance Replacement-refrigerators & ranges		1465.1	10 units	7,000				
	Exterior building Upgrades & repairs		1460	as needed	2,900				
Allen	Tub liners or surround replacement		1460	10 units	3,000				
	Replace Bathroom fixtures		1460	10 units	2,500				
Wilson	Re-tile floors in entire unit		1460	4 units	8,000				
	Interior Painting/staining - Occupied units		1460	20 units	10,000				
Terrace	Install new kitchen counter tops		1460	15 units	5,000				
	Roof Repair / replacement and Decking		1460	3 bldgs	12,000				
Apts.	Window Replacement		1460	20 each	10,000				
	Replace Apt Interior Doors/hardware		1460	6 each	5,000				
	Repair/replace Apt Screen Doors/hardware		1460	10 each	5,000				
	Replace Screen Doors – commons area		1460	4 bldgs	1,600				
	General Site work / Improvements		1450	as needed	8,000				
	Erosion control / Sod replacement		1450	as needed	6,000				
	Shrub Replacement & Landscaping		1450	as needed	2,500				
	Tree pruning & Landscaping		1450	as needed	3,500				
	Concrete repair – walks, curbs, steps, etc		1450	as needed	10,000				
Physical Needs				**AWT total**	$ 102,000				

12. Capital Fund Program Annual Statement

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

PHA Name: **Housing Authority of the City of Decatur, GA**	**Grant Type and Number** Capital Fund Program Grant No: **GA06P01150104** Replacement Housing Factor Grant No:	**Federal FY of Grant: 2004**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
GA 011-2	Renovate entrance & doors Community center		1470	1 bldg	25,000				
	Appliance Replacement		1465.1	as needed	3,500				
Swanton	Electric Conversion of Units to Total Electric includes A/C, hot water heaters, appliances		1460	10 units	100,000				
Heights	Repair/replace Entry Screen Doors/hardware		1460	as needed	4,500				
	Tub liner or surround replacement		1460	10 each					
Apts.	Re-Tile entire Apartment unit		1460	2 units	5,000				
	Interior Painting – Occupied units		1460	20 units	9,000				
	Replace Carpet – elderly units (504 compliance)		1460	3 units	2,100				
	Repair, seal-coat & stripe parking lots		1450	as needed	30,000				
	General Site work/Improvements		1450	as needed	5,000				
	Concrete repair – walks, curbs, steps, etc		1450	as needed	5,000				
	Erosion control / Sod installation		1450	as needed	5,000				
	Tree pruning & Landscaping		1450	as needed	3,500				
Physical Needs				**SH total**	$ 197,600				
	Subtotal				**$299,600**				

12. Capital Fund Program Annual Statement

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

PHA Name: **Housing Authority of the City of Decatur, GA**		**Grant Type and Number** Capital Fund Program Grant No: **GA06P01150104** Replacement Housing Factor Grant No:					**Federal FY of Grant: 2004**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
PHA – WIDE	Community Policing Program provided by Decatur City Police (soft cost)		1408		49,000				
Management	Preventive Maintenance / Inspection Program (soft cost)		1408	293 Units	15,000				
Improvements	Training		1408		5,000				
	Subtotal				**$69,000**				
PHA – WIDE **Administration**	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		1410	6 people	41,000				
	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		1410		500				
	Subtotal				**$41,500**				
Fees & Costs	A & E Contract Assistance & Inspection		1430		4,915				
	Subtotal				**$4,915**				
	GRAND TOTAL				**$ 415,015**				

12. Capital Fund Program Annual Statement

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

PHA Name: **Housing Authority of the City of Decatur, GA**	**Grant Type and Number** Capital Fund Program No: **GA06P01150104** Replacement Housing Factor No:	**Federal FY of Grant: 2004**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
Est. Start date 5/31/04	**Original**	**Revised**	**Actual**	**Original**	**Revised**	**Actual**	
GA011-1							
Allen Wilson Terrace	11/30/05			5/31/07			In accordance with Notice 2001-26
GA-011-2							
Swanton Heights	11/30/05			5/31/07			In accordance with Notice 2001-26
Management Improvements	11/30/05			5/31/07			In accordance with Notice 2001-26
Community Policing Program	11/30/05			5/31/07			In accordance with Notice 2001-26
Preventive Maintenance Program	11/30/05			5/31/07			In accordance with Notice 2001-26
Operational Improvement Training	11/30/05			5/31/07			In accordance with Notice 2001-26
Professional Training in Maintenance Skills and Services	11/30/05			5/31/07			In accordance with Notice 2001-26
Resident Responsibility Training	11/30/05			5/31/07			In accordance with Notice 2001-26

13. Capital Fund Program Five-Year Action Plan

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

PHA Name **Housing Authority of the City of Decatur, GA**		**GA06P01150104**		☒**Original 5-Year Plan** **FY 2004** **Revision No:**	
Development Number/Name/HA-Wide	Year 1 FFY Grant: PHA FY: **2004**	Work Statement for Year 2 FFY Grant: PHA FY: **2005**	Work Statement for Year 3 FFY Grant: PHA FY: **2006**	Work Statement for Year 4 FFY Grant: PHA FY: **2007**	Work Statement for Year 5 FFY Grant: PHA FY: **2008**
GA 011-1 ALLEN WILSON GA 011-2 SWANTON HEIGHTS	See Annual Statement				
Physical Improvements Subtotal		304,700.00	300,300.00	299,202.00	300,514.00
Management Improvements Subtotal		61,300.00	60,900.00	60,000.00	61,000.00
Administration Subtotal		41,500.00	41,000.00	40,500.00	41,000.00
Fees & Costs Subtotal		7,500.00	7,800.00	5,298.00	7,486.00
Total CFP Funds (Est.)	**415,015.00**	**415,000.00**	**410,000.00**	**405,000.00**	**410,000.00**
Total Replacement Housing Factor Funds	.00	.00	.00	.00	.00

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **2** FFY Grant: **GA06P01150105** PHA FY: **2005**			Activities for Year: **2** FFY Grant: **GA06P01150105** PHA FY: **2005**		
	Work Categories	Quantity	Estimated Cost	Work Categories	Quantity	Estimated Cost
SEE	**GA011-1 ALLEN WILSON TERRACE**			**GA011-2 SWANTON HEIGHTS**		
	1470			1470		
				Renovate bathrooms & interior painting in Community center	as needed	5,500
	1465			1465		
	Appliance Replacement	10 units	3,500	Appliance Replacement	5 units	3,500
	1460			1460		
ANNUAL	HVAC condensing unit replacement	as needed	3,000	Electric conversion - new A/C, water heater, appl's	10 units	100,000
	Replace / repair Roofs & gutters	5 bldgs	15,000			
STATE-	Window Replacement/ repair	20 each	10,000	Window Replacement/ repair	as needed	20,000
MENT	Replace Interior Doors & hardware	6 units	5,000			
	Repair / replace Screen Door & hardware in units	18 each	9,000			
	Repair / replace Screen Door in commons area	4 buildings	1,600			
				Re-tile entire unit	4 units	10,000
	Interior Cycle Painting, staining	25 units	12,500	Interior Cycle Painting, cabinet staining	18 units	9,000
	Install new Kitchen counter tops and/or cabinets	15 units	12,500	Exterior Painting of building – metal railings	6 bldgs	6,000
	Replace Bath Vanity / cabinet	10 units	5,000	Carpet replacement – elderly units	3 units	2,100
	Replace Tub liners & surround	10 units	3,000	Replace Tub liners & surround	5 units	2,000
	Replace bath fixtures	as needed	2,500	repair/replace ceramic tile bathroom floors	as needed	5,000
	Repair/replace ceramic tile in bathroom floors & walls	as needed	9,000	Sub-floor Repairs / replacement	8 units	10,000
	1450			1450		
	General Site work / Grounds Improvements	as needed	10,000	General Site work / Grounds Improvements	as needed	5,000
	Plant replacement – replace damaged/missing plants	as needed	2,500			
	Landscaping - Tree pruning	as needed	4,500	Landscaping - Tree pruning	as needed	3,500
	Erosion control – grading & sod installation	as needed	8,000	Erosion control – grading & sod installation		
				Concrete Repair- sidewalks, curbs & paths	as needed	5,000
	Re-stripe parking lots	as needed	500	Re-stripe parking lots	as needed	1,000
		Subtotal	**117,100**		**Subtotal**	**187,600**
				Physical Needs Subtotal		**304,700**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **2** FFY Grant: **GA06P01150105** PHA FY: **2005**			Activities for Year**: 2** FFY Grant: **GA06P01150105** PHA FY: **2005**		
	Work Categories		Estimated Cost	Work Categories		Estimated Cost
SEE	**Management Improvements:**			**Administration:**		
ANNUAL	Community Policing Program provided by Decatur City Police (soft cost)		45,000.00	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		41,000.00
STATE-MENT	Training (soft cost)		7,000.00	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		500.00
	Preventive Maintenance / Inspection Program (soft cost)		7,000.00	**Subtotal**		**41,500.00**
	Operational Improvements & system upgrades – phone system, mail / office equipment, etc (hard costs)		2,300.00			
	Subtotal		**61,300.00**			
				Fees & Costs:		
				A & E Contract Assistance & Inspection		7,500.00
				Sundry Expenses		.00
				Subtotal		**7,500.00**
				TOTAL CFP Estimated Cost		**415,000.00**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **3** FFY Grant: **GA06P01150106** PHA FY: **2006**			Activities for Year: **3** FFY Grant: **GA06P01150106** PHA FY: **2006**		
	Work Categories	Quantity	Estimated Cost	Work Categories	Quantity	Estimated Cost
SEE	**GA011-1 ALLEN WILSON TERRACE**			**GA011-2 SWANTON HEIGHTS**		
	1470			1470		
	1465			Renovate bathrooms & interior painting- C center	1 building	5,500
	Appliance Replacement	10 units	3,500	1465		
	1460			Appliance Replacement	5 units	3,500
	Replace Bath vanity / cabinet	10 units	5,000	1460		
ANNUAL	HVAC -Condensing Unit replacements	as needed	3,010			
	Replace / repair Roofs & gutters	5 bldgs	15,000			
STATE-	Window Replacement/ repair	40 each	20,000	Window Replacement/ repair	40 each	20,000
MENT	Replace Interior Doors & hardware	6 units	5,000	Replace Interior Doors & hardware	9 units	5,000
	Repair / replace Screen Door & hardware in units	18 each	9,000	Repair / replace Screen Door & hardware	9 each	4,500
	Repair / replace Screen Door in commons area	4 buildings	1,600			
	Building Exterior Repairs & Upgrades	as needed	8000	Building porch fixture repair / replacement	as needed	2,500
	Re-tile entire unit	6 units	12,000	Re-tile entire unit	4 units	10,000
	Interior Cycle Painting, staining	25 units	12,500	Interior Cycle Painting, cabinet staining	18 units	9,000
	Install new Kitchen counter tops and/or cabinets	15 units	12,500	Sub-Floor repairs	8 units	10,000
	Renovate/construct new units	as needed	50,000	Carpet replacement – elderly units	3 units	2,100
	Replace Tub liners & surround	10 units	3,000	Replace Tub liners & surround	5 units	2,000
	Replace bath fixtures	as needed	2,500	Replace bath fixtures	as needed	2,500
	Repair/replace ceramic bathroom floors	as needed	9,000	Repair/replace ceramic bathroom floors	as needed	5,000
	1450			1450		
	General Site work / Grounds Improvements	as needed	10,000	General Site work / Grounds Improvements	as needed	8,000
	Dumpster replacement	as needed	800	Dumpster replacement	as needed	800
	Landscaping - Tree pruning	as needed	3,000	Landscaping - Tree pruning	as needed	3,500
	Erosion control – grading & sod installation	as needed	5,000	Erosion control – grading & sod installation	as needed	5,000
	Improve playground area & repair/replace equipment	as needed	5,000	Concrete Repair- sidewalks, curbs & paths	as needed	5,000
		Subtotal	**196,400**		**Subtotal**	**103,900**
				Physical Needs Subtotal		**300,300**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **3** FFY Grant: **GA06P01150106** PHA FY: **2006**			Activities for Year**: 3** FFY Grant: **GA06P01150106** PHA FY: **2006**		
	Work Categories		Estimated Cost	Work Categories		Estimated Cost
SEE	**Management Improvements:**			**Administration:**		
ANNUAL	Community Policing Program provided by Decatur City Police (soft cost)		45,000.00	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		40,500.00
STATE-MENT	Training (soft cost)		6,000.00	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		500.00
	Preventive Maintenance / Inspection Program (soft cost)		7,000.00	**Subtotal**		**41,000.00**
	Operational Improvements & system upgrades – phone system, mail / office equipment, etc (hard costs)		2,900.00			
	Subtotal		**60,900.00**			
				Fees & Costs:		
				A & E Contract Assistance & Inspection		7,800.00
				Sundry Expenses		.00
				Subtotal		**7,800.00**
				TOTAL CFP Estimated Cost		**410,000.00**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **4** FFY Grant: **GA06P01150107** PHA FY: **2007**			Activities for Year: **4** FFY Grant: **GA06P01150107** PHA FY: **2007**		
	Work Categories	Quantity	Estimated Cost	Work Categories	Quantity	Estimated Cost
SEE	**GA011-1 ALLEN WILSON TERRACE**			**GA011-2 SWANTON HEIGHTS**		
	1470			1470		
	Paint interior of Management building	1 bldg	5,000	Renovate bathrooms & interior painting- C center	1 building	5,500
	1465			1465		
	Appliance Replacement	10 units	7,000	Appliance Replacement	5 units	3,500
	1460			1460		
ANNUAL	HVAC -Condensing Unit replacements	as needed	3,001			
	Replace / repair Roofs & gutters	4 bldgs	12,000			
STATE-	Window Replacement/ repair	20 each	10,000	Window Replacement/ repair	40 each	20,000
MENT	Replace Interior Doors & hardware	6 units	5,000	Replace Interior Doors & hardware	9 units	5,000
	Repair / replace Screen Door & hardware in units	18 each	9,000	Repair / replace Screen Door & hardware	9 each	4,500
	Repair / replace Screen Door in commons area	4 buildings	1,600			
	Building Exterior Repairs & Upgrades	as needed	5,000	Building porch fixture repair / replacement	as needed	2,501
	Re-tile entire unit	8 units	16,000	Re-tile entire unit	4 units	10,000
	Interior Cycle Painting, staining	25 units	12,500	Interior Cycle Painting, cabinet staining	18 units	9,000
	Install new Kitchen counter tops and/or cabinets	12 units	12,500	Sub-Floor repairs	8 units	10,000
	Replace Bath Vanity / cabinet	10 units	6,000			
	Replace Tub liners & surround	10 units	3,000	Replace Tub liners & surround	5 units	2,000
	Replace bath fixtures	as needed	2,500	Replace bath fixtures	as needed	2,500
	Repair/replace ceramic bathroom floors	as needed	9,000	Repair/replace ceramic bathroom floors	as needed	5,000
	Renovate/construct new units	as needed	50,000			
	1450			1450		
	General Site work / Grounds Improvements	as needed	15,000	General Site work / Grounds Improvements	as needed	5,000
	Plant replacement – replace damaged/missing plants	as needed	2,500			
	Landscaping - Tree pruning	as needed	3,000	Landscaping - Tree pruning	as needed	3,500
	Erosion control – grading & sod installation	as needed	5,000	Erosion control – grading & sod installation	as needed	5,000
	Repair-replace Playground Equipment	as needed	5,000	Concrete Repair- sidewalks, curbs & paths	as needed	5,000
	Dumpster replacement	as needed	1,600			
		Subtotal	**201,201**		**Subtotal**	**98,001**
				Physical Needs Subtotal		**299,202**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **4** FFY Grant: **GA06P01150107** PHA FY: **2007**			Activities for Year**: 4** FFY Grant: **GA06P01150107** PHA FY: **2007**		
	Work Categories		Estimated Cost	Work Categories		Estimated Cost
SEE	**Management Improvements:**			**Administration:**		
ANNUAL	Community Policing Program provided by Decatur City Police (soft cost)		45,000.00	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		40,000.00
STATE-MENT	Training (soft cost)		6,000.00	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		500.00
	Preventive Maintenance / Inspection Program (soft cost)		7,000.00	**Subtotal**		**40,500.00**
	Operational Improvements & system upgrades – phone system, mail equipment, office equipment, etc (hard costs)		2,000.00			
	Subtotal		**60,000.00**			
				Fees & Costs:		
				A & E Contract Assistance & Inspection		5,298.00
				Sundry Expenses		.00
				Subtotal		**5,298.00**
				TOTAL CFP Estimated Cost		**405,000.00**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **5** FFY Grant: **GA06P01150108** PHA FY: **2008**			Activities for Year: **5** FFY Grant: **GA06P01150108** PHA FY: **2008**		
	Work Categories	Quantity	Estimated Cost	Work Categories	Quantity	Estimated Cost
SEE	**GA011-1 ALLEN WILSON TERRACE**			**GA011-2 SWANTON HEIGHTS**		
	1470			1470		
	Management Office – Roof replacement	1 building	10,000			
	1465			1465		
	Appliance Replacement	10 units	14	Appliance Replacement	10 units	7,000
	1460			1460		
ANNUAL	Install new Kitchen countertops	15 each	5,500			
	Replace / repair Roofs & gutters	3 buildings	15,000			
STATE-	Window Replacement/ repair	20 each	10,000	Window Replacement/ repair	30 each	15,000
MENT	Replace Interior Doors & hardware	6 units	5,000	Replace Interior Doors & hardware	9 units	5,000
	Repair / replace Screen Door & hardware in units	14 each	7,000	Repair / replace Screen Door & hardware	9 each	4,500
	Repair / replace Screen Door in commons area	4 buildings	1,600	Building porch fixture repair / replacement	as needed	2,500
	Building Exterior Repairs & Upgrades	as needed	10,000	Building Exterior Painting – metal railings, etc	6 bldgs	6,000
	Re-tile entire unit	4 units	8,000	Re-tile entire unit	2 units	5,000
	Interior Cycle Painting, staining	25 units	12,500	Interior Cycle Painting, cabinet staining	18 units	9,000
	Renovate/construct new units	as needed	50,000	Sub-Floor repairs	42 units	10,000
	Replace Bath Vanity / cabinet	10 units	5,000	Carpet replacement – elderly units	3 units	2,100
	Replace Tub liners & surround	10 units	3,000	Replace Tub liners & surround	10 units	4,000
	Building Exterior Painting – metal railings, etc	6 bldgs	7,500	Replace bath fixtures	as needed	3,500
	Repair/replace ceramic bathroom floors	as needed	9,000	Repair/replace ceramic bathroom floors	as needed	9,000
	1450			1450		
	General Site work / Grounds Improvements	as needed	10,000	General Site work / Grounds Improvements	as needed	10,000
	Plant replacement – replace damaged/missing plants	as needed	2,500	Playground Improvements - area & equipment	as needed	7,500
	Landscaping - Tree pruning	as needed	3,500	Landscaping - Tree pruning	as needed	3,500
	Erosion control – grading & sod installation	as needed	6,000	Erosion control – grading & sod installation	as needed	5,000
	Dumpster replacement	as needed	800	Concrete Repair- sidewalks, curbs & paths	as needed	10,000
		Subtotal	**181,914**		**Subtotal**	**118,600**
				Physical Needs Subtotal		**300,514**

13. Capital Fund Program Five-Year Action Plan

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

Housing Authority of the City of Decatur, GA

Activities for Year 1 **2004**	Activities for Year : **5** FFY Grant: **GA06P01150108** PHA FY: **2008**			Activities for Year**: 5** FFY Grant: **GA06P01150108** PHA FY: **2008**		
	Work Categories		Estimated Cost	Work Categories		Estimated Cost
SEE	**Management Improvements:**			**Administration:**		
ANNUAL	Community Policing Program provided by Decatur City Police (soft cost)		45,000.00	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		40,500.00
STATE-MENT	Training (soft cost)		5,000.00	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		500.00
	Preventive Maintenance / Inspection Program (soft cost)		8,000.00	**Subtotal**		**41,000.00**
	Operational Improvements & system upgrades – phone system, mail equipment, office equipment, etc (hard costs)		3,000.00			
	Subtotal		**61,000.00**			
				Fees & Costs:		
				A & E Contract Assistance & Inspection		7,486.00
				Sundry Expenses		.00
				Subtotal		**7,486.00**
				TOTAL CFP Estimated Cost		**410,000.00**

DECATUR HOUSING AUTHORITY 5-YEAR PLAN
MISSION & GOALS PROGRESS REPORT

FY 2004

A. Mission Statement

The PHA's mission is to serve the City of Decatur and its citizens by focusing on Affordable Housing and related economic development, employing creative endeavors and practicing sound financial management.

B. PHA Goals

	Status:
To expand the supply of assisted housing:	
• Apply for additional rental vouchers	Ongoing
• Reduce public housing vacancies	Ongoing
• Leverage private or other public funds to create additional housing opportunities	Ongoing
To improve the quality of assisted housing:	
• Improve public housing management	Ongoing
• Improve voucher management	Ongoing
• Increase customer satisfaction	Ongoing
• Renovate or modernize public housing units	In progress
Provide a quality living environment within the Authority owned properties:	
• Identify Annual Capital Improvements needs and implement	12/31/2004
• Review safety needs, activities	Ongoing
• Promote self-sufficiency/independence	12/31/2006
• Review Authority Policies	Ongoing
• Establish clear Quality of Life	12/31/2003
• Review current Environmental issues as defined by regulatory agencies	Ongoing
Increase assisted housing choices:	
• Provide voucher mobility counseling	Ongoing
• Conduct outreach efforts to potential voucher landlords	Ongoing
• Increase voucher payment standards	Ongoing
• Implement voucher homeownership program	Ongoing
• Implement public housing or other homeownership programs	Ongoing
Provide an improved living environment:	
• Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments	Ongoing
• Implement public housing security improvements	In progress

PHA Goals (cont.)	**Status:**
• Designate developments or buildings for particular resident groups (elderly, persons with disabilities)	Ongoing
Promote self-sufficiency and asset development of assisted households:	
• Provide or attract supportive services to improve assistance recipients’ employability	Ongoing
• Provide or attract supportive services to increase independence for the elderly or families with disabilities	Ongoing
Ensure equal opportunity and affirmatively further fair housing:	
• Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status and disability	Ongoing
• Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status and disability	Ongoing
• Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of the unit size required	Ongoing
Manage the Authority’s programs in an effective and efficient manner (to meet high performer status):	
• Develop Staff Training plan for ongoing improvements	Ongoing
• Improve/enhance computer systems	Ongoing
• Develop procedural manuals	Ongoing
• Develop performance standards for staff	Ongoing
• Improve communications (staff, residents, phone)	12/31/2004
• Review and develop records management system	12/31/2004
• Review Organizational structure and salary plan	12/31/2004
• Maintain waiting list in an updated status	Ongoing
• Review Budget Development and monitoring System	12/31/2004
Expand affordable housing choices and ability to choose in Decatur:	
• Explore resources available to choose in Decatur	12/31/2004
• Recruit landlords in non traditional areas	12/31/2004
• Review the variety of future housing needs	Ongoing
• Explore development of additional housing resources	12/31/2005
Develop marketing strategies for the Authority’s affordable housing programs:	
• Identify target populations	Ongoing
• Perform a market analysis (rent, quality, who served)	Ongoing
• Develop marketing tools/method	Progress continues
• Train staff in “market” skills	Ongoing

DECATUR HOUSING AUTHORITY
PET POLICY AND PROCEDURES

FY 2004

DHA Public Housing residents, who desire to keep a pet (as later defined in this Pet Policy) in his or her apartment, may only do so in strict accordance with the procedures set forth in this Pet Policy. All other Public Housing residents are prohibited from keeping pets in their apartments, in their yards, around their apartment or in or around any DHA property.

I. APPLICABILITY:

This policy ("Policy") is applicable for all DHA Public housing communities that have been approved for common household pets, including those which have units designated as elderly, disabled and family communities. The provisions set forth in this policy, as it relates to restrictions to the number of pets, is not applicable to existing residents that are in compliance with the previous Pet Policy.

II. DEFINITION OF COMMON HOUSEHOLD PET:

"Common household pet" or "pet" means a DHA recognized domesticated animal which, for the purpose of this Policy, shall be confined to a dog, cat, bird or fish that is kept in the home for pleasure. The pet can not be used for any commercial purposes, and each pet must otherwise meet the requirement of this Policy.

Notwithstanding the foregoing, the term "Common household pets" or "pets" exclude:

A. Birds of prey with an overly aggressive nature.
B. Any cat with an overly aggressive nature or any cat with a known or suspected propensity, tendency or disposition to unprovoked attacks, or any cat, which actually attacks, or threatens to attack, a resident, visitor, guests or DHA staff member.
C. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained or training for dog fighting; or
D. Any vicious and/or intimidating dogs. The terms "vicious" or "intimidating dog shall mean:
   1. Any dog with a known or suspected propensity, tendency or disposition to unprovoked attacks that cause injury or any dog that otherwise endanger the safety of human beings or domestic animals.
   2. Any dog which approaches any person in an apparent attitude of attack upon the streets, sidewalk or any community grounds or places.
   3. Any dog which, when unprovoked, in a vicious or terrorizing manner approaches any person in an apparent attitude of attack upon the streets, sidewalks or any public grounds or places;

4. Any dog which bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal with or without provocation on public or private property, including but not limited to, a bite which occurs inside of the resident's apartment.
5. Any dog which actually or may reasonably endanger or threaten to endanger the safety of any resident, staff member, visitor or guest of or to a DHA community.

III. APPLICATION FOR PET PERMIT:

A. Prior to housing any pet in a DHA apartment, in a resident's yard, or on or about any DHA community, the resident shall apply to the management office of the community where the resident lives for a Pet Permit. The application must be accompanied by:
   1. A current animal or pet license or tag issued by the appropriate authority.
   2. Evidence that the pet has been spayed or neutered as applicable.
   3. Current shot record from the resident's veterinarian or the DeKalb County Humane Society or other applicable Humane Society evidencing that the pet has received current rabies and distemper inoculations or boosters, as applicable.
   4. Such other evidence or documents as DHA may require to ensure that the keeping of the proposed pet is in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations.
   5. Such other evidence or documents as DHA may require to ensure that the keeping of the proposed pet is in accordance with DHA's Pet Policy and Procedures for DHA residents.
   6. Each pet application shall be submitted with a non-refundable pet application fee of twenty-five dollars ($25.00). The fee will be used to offset processing the pet application, a photo, or otherwise distinct identification of the pet and the additional administrative requirements undertaken by DHA to administer this pet policy. Upon receipt of the twenty-five ($25.00) application fee, a member of the management staff will take a photo of the pet along with the pet's owner and place the photo or otherwise distinct identification in the resident's file.

B. The Resident shall indicate the tag with an identifying number by the Humane Society in DeKalb County or other applicable county Humane Society, or by a licensed veterinarian. Such tag is generally provided after a pet has received the appropriate inoculations. The pet's tag number along with the shot inoculation record shall be recorded at the management office and, if all other requests and conditions have been responsible for securing the identifying tag to the pet in such a way that the pet wears the tag at all times.

C. Any pet found outside of the dwelling unit unattended by the pet's owner or keeper will be considered a stray animal and the City of Decatur or Dekalb County Animal Control will be contacted to remove the pet from the property.

D. The Pet Permit shall be completed as prescribed by the form and signed by both the Resident and the Property Manager.

IV. PET DEPOSIT:

A. **Pet Deposit Requirements:**

1. Any resident making application to register a pet with DHA must either pay the required pet deposit in full fifteen (15) days prior to bringing the pet onto DHA property or fifty percent (50%) of the required deposit fifteen days (15) days prior to bringing the pet onto DHA property and the balance to be paid over a period not to exceed six (6) months.

B. **A pet deposit shall be required in the amount indicated below**:

1. $300.00 for each cat or dog;
   This fee is collected in the event it is necessary to clean/replace carpets and/or floors, fumigating apartment and common areas, replace tile, paint, repair window treatments, walls or doors, or other such repairs or replacements which are attributable to the pet being in the unit. The amounts for each of these charges are contained on DHA Authority Wide Maintenance/Resident Charges Listing.
2. $150.00 for all birds in the same cage;
   This fee is collected in the event it is necessary to clean/replace carpet, fumigating apartment, paint, repair window treatments, walls and doors, or other such repairs or replacements whish are attributable to the pet being in the unit. The amounts for each of these charges are contained on DHA Authority Wide Maintenance/Resident Charges Listing.
3. $150.00 for all fish in a single aquarium over thirty (30) gallon capacity;
   This fee is collected in the event it is necessary to clean/replace carpet, paint, repair water damage if the aquarium should fall or break, or other such repairs or replacements which are attributable to the pet being in the unit. The amounts of these charges are contained on the DHA Authority wide Maintenance/Resident Charges Listing.

C. DHA shall refund the unused portion of the pet deposit plus any accrued interest, if required, after subtracting any damages to the apartment, to the resident within a reasonable time after the resident moves from the community or a reasonable time after the resident no longer owns or keeps a pet in the apartment.

D. Current pet owners who: (i) already reside in DHA property; (ii) have a current Pet Permit; and (iii) are in lease compliance must submit the appropriate pet deposit and fee within twelve (12) months from the date of notification by the property management office. Resident must submit twenty-five percent (25%) of the appropriate pet deposit within sixty (60) days of the date the resident received notification of the pet deposit with the balance due in equal payments over the next ten (10) months.

E. DHA shall amend the Pet Policy in accordance with HUD regulations periodically. If an increase in the amount of the Pet Deposit is warranted, residents shall be notified, by letter, as to the amount and the effective date of the increase. The increase amount may be paid in full or in two monthly installments, depending upon the amount and as stipulated by the Authority.

F. DHA shall amend the Pet Policy in accordance with HUD regulations periodically. If an increase in the amount of the Pet Deposit is warranted, residents shall be notified, by letter, as to the amount and the effective date of the increase. The increase amount may be paid in full or in two monthly installments, depending upon the amount and as stipulated by the Authority.

G. When the pet is no longer in or about DHA property, or upon termination of Resident's lease, DHA will use the pet deposit to pay reasonable expenses directly attributable to the presence of the pet in the community, including, but not limited to the cost of repairs and replacement to, and fumigation of, the resident's apartment or DHA common areas or grounds, and the cost of removing or disposing of the pet pursuant to this Policy.

V. RULES AND REGULATIONS:

A. **Density of Pets and Pet Limitations**:

The following rules shall govern the number and size of pets in each apartment:

1. No resident shall own or keep more than one four-legged, warm-blooded pet, or more than one aquarium, or more than one bird cage in the apartment unit.
2. A birdcage can be no larger than 18 inches by 18 inches by 30 inches (18" x 18" x 30").
3. For the purpose of this Policy, fish in a single approved aquarium constitute one (1) pet. Also no more than two (2) birds in a single cage constitute one (1) pet.

B. **Applicability of Rules and Regulations to Service Animals**:

There shall be no charge for the registration of service animals while used as such by any person, provided: (i) that an affidavit or statement from a duly licensed and recognized physician certifying, in writing, that the service animal is required by the disabled person; (ii) that such service animal shall be vaccinated in compliance with the applicable local Animal Control Ordinance; (iii) that such animal is not "vicious", "intimidating", or "threatening" as is set forth under section II of this Policy. All such "service animals", although, not technically a "pet" shall adhere to all of the Rules and Regulations set forth in this Policy with exception of the rule regarding weight limitations of the "pet".

C. **Rules and Regulations Related to all Pets**:

1. The only permitted pets in and about DHA communities are DHA recognized domesticated dogs, cats, birds who are kept in approved bird cages, and fish who are kept in approved aquariums.
2. Residents shall not allow their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The term "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. Moreover, residents shall not permit their pets to become a nuisance. Any dog is declared a public nuisance, if such dog:
   a) Seriously disturbs a person or neighborhood by loud, frequent barking or howling. Generally, no management action will be taken against any person unless the complainant executes an affidavit indicating that he or she will testify in municipal court concerning such disturbance when notified of the date and time the matter is set for trial or if the Police initiate action, including issuing a ticket or carrying them to court under local laws.
   b) Threatens or causes a condition which endangers public health.
3. If the pet(s) has been left unattended for a period of twenty-four (24) hours or more, DHA shall contact the responsible party or parties listed on the pet application required in paragraph III, A and require that said party or parties remove the pet. If the responsible party or parties are unwilling or unable to remove the pet(s), or the Authority, despite reasonable efforts, DHA shall contact the appropriate State or Local authority (or designated agent of such and authority) and request the removal of the pet(s). DHA may permit entrance to the dwelling unit in order for the pet(s) to be removed by the proper authorities.
4. Resident shall not alter their apartment, patio or apartment area in order to accommodate a pet or to create an enclosure for a pet without the expressed written permission of DHA.
5. Residents are responsible for all damages caused by their pets, including the cost of cleaning or replacement of carpets, floors, doors, cabinets, window coverings and/or the fumigation of units.
6. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of DHA and may subject the resident to lease termination.
7. Residents are not permitted to keep a pet not owned by the resident temporarily or allow a pet visitor.
8. Each resident who has an approved pet must identify an alternate custodian of the pet in the event of resident illness or other significant absence from the dwelling unit. The identification of an alternate custodian must occur prior to DHA's issuance of a Pet Permit.
9. Pets must not be allowed to go onto the property of others and shall not constitute a nuisance to the pet owner's neighbors of neighbors to DHA communities.

10. Pets must not hinder, interfere with, threaten or harass DHA staff members, agents, contractors or service providers in the performance of their duties including but not limited to: (i) routine, non-routine and emergency maintenance in and about resident's unit; (ii) energy upgrade; (iii) building improvements; and (iv) routine and non-routine pest extermination or control activities. In no event may resident refuse to allow DHA to perform such services due to the presence of a pet.

D. **Rules and Regulations Related to Dogs and Cats**:

1. The weight of a dog or cat shall not exceed 30 pounds (adult size). Service animal dogs, which are actually used as a service animal, pursuant to Section VI (B), are exempt from this rule.
2. All dogs and cats must be spayed or neutered, as applicable.
3. Any dog that bites, attacks or endangers the safety of humans without provocation is classified as a potentially dangerous dog. The owner of such a dog is subject to revocation of his/her permit, a fine, and/or legal action. A dog is **not** considered potentially dangerous or dangerous if it bites a human:
   a) When its owner is being attacked;
   b) Who is a willful trespasser on the property of the owner or who is committing another tort or crime; or
   c) Who has tormented or abused the dog and such torment or abuse is documented.
4. Dogs and cats shall remain inside the resident's unit. No animals shall be permitted to be loose in hallways, lobby areas, Laundromats, community rooms, yards or other common areas of the development.
5. Residents may not allow dogs to go outside unless such dog is securely leashed with a leash no longer than four to six feet in length. It shall be the absolute responsibility of every owner, possessor or person who keeps any dog to prevent it from running at large upon sidewalks, vacant lots, or anywhere in the community. A dog shall be deemed to be running at large when off or away from the premises of the owner or keeper, or under the actual physical control by means of a leash, cord or chain. Dogs may not be leashed to inanimate objects such as trees, posts, buildings, cars, etc.
6. Dogs and cats, and as applicable, birds, must be licensed yearly by a licensed veterinarian or the DeKalb County Humane Society or other county Humane Society. Residents must show proof of annual rabies and distemper booster inoculations.
7. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall neither allow refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
8. Residents are solely responsible for cleaning up pet droppings, if any, inside and outside the apartment and/or on the development grounds. Droppings must be picked up immediately and must be disposed of by being placed in a bag and then placed in a dumpster/container outside the development building. Residents in violation will be subject to a maintenance fee charge of twenty-five ($25.00) for each offense. Multiple violations may also subject the resident to a revocation of the pet permit and/or lease termination.

9. Residents ***may not*** dispose of pet waste by any other ways other than those listed in this Policy.

E. **Pet Permit Renewal:**
The Pet Permit shall be renewed at the annual recertification for each resident that keeps a pet in his or her dwelling unit. Copies of the current pet inoculations shall be required during recertification. DHA Management will bring expired pet permits to the attention of the pet owners by written notice allowing the pet owner a grace of fifteen days to provide the management office with a current certificate of appropriate inoculations. Residents pet owners who do not have a current Pet Permit after being extended a fifteen (15) day grace period are in violation of their dwelling lease and must remove the pet immediately or be subject to lease termination.

F. Annual Pet Inspections:
At least once each year, each apartment which has a pet will be subject to an inspection by DHA to determine what damage, if any, has occurred in the apartment as a result of the pet or pet's presence in the apartment. Should DHA determine that damage to the apartment has occurred, DHA shall provide a listing of damages and charge the resident for the repair of damages. The resident shall pay such charges when due, generally the first day of the second month after notification of the charges. Should the resident fail or refuse to pay the charges when due, such failure or refusal shall be grounds for revocation of the pet permit and for lease termination.

VI. REVOCATION OF PET PERMIT:

The privilege of maintaining a pet in a DHA apartment shall be subject to the rules set forth above. This privilege shall be revoked at any time, subject to DHA's Grievance Procedures, if the animal becomes destructive, creates a nuisance, represents a threat to the health, safety and/or security of other residents or causing damage to the apartment, grounds or any DHA property.

VII. AMENDMENTS TO THE PET POLICY:

DHA reserves the right to amend this pet policy as it deems necessary to protect and enhance the DHA communities.

-end-

DECATUR HOUSING AUTHORITY
COMMUNITY SERVICE REQUIREMENT POLICY

FY2004

1) **General**

In order to be eligible for continued occupancy, each adult family member (18 or over) must either (1) contribute eight hours per month of community service (not including political activities) within the community or (2) participate in an economic self-sufficiency program unless they are exempt from these requirements. Failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

2) **Exemptions**

The following adult family members of resident families are exempt from this requirement:

a. Family members who are 62 or older.
b. Family members who are blind or disabled.
c. Family members who are the primary care giver for someone who is blind or disabled.
d. Family members engaged in work activity.
e. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
f. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.
g. Family member enrolled in school or training program.

3) Notification of the Requirement

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

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexaminations on or after January 01, 2001. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. All proof must be turned in at re-certification time.

4) Volunteer Opportunities

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants.

These programs may include programs for job training, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

5) <u>The Process</u>

At the first annual reexamination on or after January 01, 2001, and each annual re-examination thereafter, the Decatur Housing Authority will do the following:

a. Provide a list of volunteer opportunities to the head of household who will be responsible for providing it to the appropriate family member(s).
b. Provide information about obtaining suitable volunteer positions.
c. Provide a volunteer time sheet(s). Instructions for the time sheet will require the resident to complete the form, have a supervisor date and sign for each period of work and return the form to the Decatur Housing Authority.
d. Thirty (30) days before the family's next lease anniversary date, the Housing Authority will determine whether each applicable adult family member is in compliance with the community service requirement.

6) **<u>Notification of Non-Compliance with Community Service Requirement</u>**

The Decatur Housing Authority will notify any family found to be in non-compliance of the following:

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

7) <u>Agreement Opportunity</u>

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

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, Decatur Housing Authority shall take action to terminate the lease.

THE END

ADMISSIONS
AND
CONTINUED OCCUPANCY POLICIES
FOR
PUBLIC HOUSING
BY THE
HOUSING AUTHORITY
OF THE CITY OF DECATUR, GEORGIA

Adopted by the Housing Authority of the City of Decatur, Georgia
Board of Commissioners: January 16, 2002

Effective Date: March 1, 2002

TABLE OF CONTENTS

CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

A. HOUSING AUTHORITY MISSION STATEMENT
B. LOCAL OBJECTIVES
C. PURPOSE OF THE POLICY
D. FAIR HOUSING POLICY
E. SERVICE AND ACCOMMODATIONS POLICY
F. PUBLIC HOUSING MANAGEMENT ASSESSMENT OBJECTIVES
G. FAMILY OUTREACH
H. PRIVACY RIGHTS
I. EQUAL EMPLOYMENT OPPORTUNITY
J. POSTING OF REQUIRED INFORMATION
K. TERMINOLOGY
L. POLICY ADDEMDUM STATEMENT

CHAPTER 2

ELIGIBILITY FOR ADMISSION

A. GENERAL POLICY ON SCREENING FOR SUITABILITY
B. QUALIFICATIONN FOR ADMISSION
C. MANDATORY SOCIAL SECURITY NUMBERS
D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS
E. APPLICATION SELECTION CRITERIA

CHAPTER 3

APPLYING FOR ADMISSION

A. HOW TO APPLY
B. “INITIAL” APPLICATION PROCEDURES
C. NOTIFICATION OF APPLICATION STATUS
D. COMPLETION OF A FULL APPLICATION
E. PROCESSING APPLICATIONS
F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

CHAPTER 4

ESTABLISH PREFERENCES AND MANAGING THE WAITING LIST

A. MANAGEMENT OF THE WAITING LIST
B. WAITING LIST PREFERENCES
C. LOCAL PREFERENCES CATAGORIES
D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION
E. ORDER OF SELECTION
F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS
G. FINAL VERIFICATION OF PREFERENCES
H. PREFERENCE DENIAL
I. REMOVAL FROM WAITING LIST AND PURGING

CHAPTER 5

OCCUPANCY GUIDELINES

A. DETERMINING UNIT SIZE
B. CHANGES IN UNIT SIZE
C. ACCESSIBLE UNITS
D. FAMILY MOVES

CHAPTER 6

DETERMINATION OF TOTAL TENANT PAYMENT

A. MINIMUM RENT
B. INCOME AND ALLOWANCES
C. TRAINING INCOME EXCLUSIONS
D. DEFINITION OF TEMPORARY/PERMANETLY ABSENT
E. AVERAGING INCOME
F. MINIMUM INCOME
G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME
H. REGULAR CONTRIBUTIONS AND GIFTS
I. ALIMONY AND CHILD SUPPORT
J. LUMP-SUM RECEIPTS
K. CONTRIBUTIONS TO RETIREMENT FUNDS-ASSETS
L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE
M. CHILD CARE EXPENSES
N. MEDICAL EXPENSES
O. PRORATION OF ASSISTANCE FOR “MIXED” FAMILIES
P. REDUCTION IN BENEFITS
Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS
R. EXCESS UTILITY PAYMENTS
S. FLAT RENTS

CHAPTER 7

VERIFICATION PROCEDURES

A. METHODS OF VERIFICATION AND TIME ALLOWED
B. RELEASE OF INFORMATION
C. COMPUTER MATCHING
D. ITEMS TO BE VERIFIED
E. VERIFICATION OF INCOME
F. INCOME FOR ASSETS
G. VERIFICATION OF ASSETS
H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME
I. VERIFYING NON-FINANCIAL FACTORS
J. VERIFICATION OF SUITABILITY FOR ADMISSION
K. VERIFICATION OF WAITING LIST PREFERENCES

CHAPTER 8

TENANT SELECTION AND ACTION PLAN

A. METHOD OF SELECTION

CHAPTER 9

LEASING

A. LEASE ORIENTATION
B. EXECUTION OF LEASE
C. ADDITIONS TO THE LEASE
D. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES
E. UTILITY SERVICES
F. SECURITY DEPOSITS
G. RENT PAYMENTS
H. FEES AND NON-PAYMENT PENALTIES
I. SCHEDULES OF SPECIAL CHARGES
J. MODIFICATIONS TO THE LEASE
K. CANCELLATION OF THE LEASE
L. INSPECTIONS OF PUBLIC HOUSING UNITS

CHAPTER 10

PET POLICY

A. APPLICABILITY
B. DEFINITION OF COMMON HOUSEHOLD PET
C. APPLICATION FOR PET PERMIT
D. PET DEPOSIT
E. RULES AND REGULATIONS
F. REVOCATION OF PET PERMIT
G. AMENDMENTS TO THE PET POLICY

CHAPTER 11

RECERTIFICATIONS

A. ELIGIBILITY FOR CONTINUED OCCUPANCY
B. ANNUAL RECERTIFICATIONS
C. REPORTING INTERIN CHANGES
D. TIMELY REPORTING OF CHANGES IN INCOME(AND ASSETS)
E. REPORTING OF CHANGES IN FAMILY
F. CONTINUANCE OF ASSISTANCE FOR “MIXED” FAMILIES

CHAPTER 12

LEASE TERMINATIONS

A. TERMINATION BY TENANT
B. TERMINATION BY DHA
C. LEASE TERMINATION DUE TO DEATH OR INCAPACITY OF RESIDENT
D. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

CHAPTER 13

COMPLAINTS, GRIEVANCES AND APPEALS

A. COMPLAINTS
B. APPEALS BY APPLICANTS
C. APPEALS BY TENANTS
D. CONFERENCE AND APPEAL PROVISIONS FOR “RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS”
E. GRIEVANCE PROCEDURES

CHAPTER 14

FAMILY DEBTS TO THE DHA

A. DEBTS OWED TO DHA
B. PAYMENT AGREEMENT FOR FAMILIES
C. PAYMENT AGREEMENT REQUIREMENTS
D. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

CHAPTER 15

GLOSSARY

A. TERMS USED IN DETERMINING RENT
B. GLOSSARY OF HOUSING TERMS

CHAPTER 16

PROGRAM INTEGRITY ADDENDUM

A. FRAUD
B. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD
C. STEPS TAKEN TO PREVENT PROGRAM ABUSE AND FRAUD
D. STEPS TAKEN TO DETECT PROGRAM ABUSE AND FRAUD
E. DHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD
F. HOW DHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD
G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE DHA
H. CONCLUSION OF THE DHA'S INVESTIGATIVE REVIEW
I. EVALUATION OF FINDINGS
J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

ADDENDUMS

1. DWELLING LEASE
2. FEDERAL REGISTER / Vol. 66, No. 101 / Thursday, May 24, 2001 / Rules and Regulations
3. GRIEVANCE PROCEDURE

CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Low Rent Public Housing Program was created by the U.S. Housing Act of 1937 and amended by the Quality Housing and Work Responsibility Act (QHWRA) of 1998.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Housing Authority of the City of Decatur, Georgia and the Housing Authority of the County of DeKalb, Georgia, both referred to as "DHA", Personnel Policy, and this Admissions and Continued Occupancy Policy. The Administration of DHA's housing program will also meet the requirements of the U.S. Department of Housing and Urban Development. Such requirements include any Public Housing Regulations, Handbooks and applicable Notices. All applicable Federal, State and Local laws, including Fair Housing Laws and regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR (Code of Federal Regulations) Parts V, VII and IX.

A. HOUSING AUTHORITY MISSION STATEMENT

To serve the City of Decatur and County of DeKalb, Georgia and their citizens by focusing on affordable housing related economic development, employing creative endeavors and practicing sound financial management.

B. LOCAL OBJECTIVES

This Admissions and Continued Occupancy Policy for the Public Housing Program is designated to demonstrate that DHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to the public and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designated to achieve the following objectives:

1. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level.
2. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families.
3. To avoid concentrations of economically and socially deprived families in any one or all of the Housing Authority's public housing developments.

4. To lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may or may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create danger to DHA employees.
5. To attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in DHA's jurisdiction.
6. To provide opportunities for upward mobility of families who desire to achieve self-sufficiency.
7. To facilitate the judicious and efficient management of DHA inventory and DHA staff.
8. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

C. PURPOSE OF THE POLICY

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for DHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the U. S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and DHA.

D. FAIR HOUSING POLICY

It is the policy of the Housing Authority to comply fully with all Federal, State and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. DHA will comply with all laws relating to Civil Rights, including:

Title VI of the Civil Rights Act of 1964
Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
Executive Order 11063
Section 504 of the Rehabilitation Act of 1973
The Age Discrimination Act of 1975
Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
Other federally imposed laws or regulations.
Any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants, or staff that may subsequently be enacted.

DHA shall not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities, including land that is part of any project or projects under DHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

To further its commitment to full compliance with applicable Civil Rights laws, DHA will provide Federal/State/local information to public housing residents regarding "discrimination" and any recourse available to them if they believe they are victims of discrimination. Such information will be made available to them during the resident orientation session.

DHA's office at 325 Swanton Way, Decatur, GA 30031 is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD/TTY telephone number (404) 377-0489.

DHA shall not, on account of race, color, sex, religion, familial status, disability, national origin, marital status, or sexual orientation:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
2. Provide housing that is different from that provided to others;
3. Subject a person to segregation or disparate treatment;
4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission; or
6. Deny a person access to the same level of services.

DHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents).

E. SERVICE AND ACCOMMODATIONS POLICY

This policy is applicable to all situations described in this Admissions and Continued Occupancy Policy when a family initiates contact with DHA, when DHA initiates contact with a family including when a family applies, and when the DHA schedules or reschedules appointments of any kind.

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

DHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific

accommodations will be made known by including notices on DHA forms and letters to all families, and all requests will be verified so that DHA can properly accommodate the need presented by the disability.

Federal Americans with Disabilities Act of 1990

With respect to an individual, the term "disability", as defined by the 1990 Act means:

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

Undue Hardship

Requests for reasonable accommodation for persons with disabilities will be granted upon verification that they meet the need presented by the disability, and they do not create an "undue financial and administrative burden" for DHA, meaning an action requiring "significant difficulty or expense."

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

The nature and cost of the accommodation needed;

The overall financial resources of the facility or facilities involved in the provisions of the reasonable accommodation; and

The number of persons employed at such facility, the number of families likely to need such accommodation, the effect on expenses and resources, or the likely impact on the operation of the facility as a result of the accommodation.

Verification of a Request for Accommodation

All requests for accommodation or modification of a unit will be verified with a reliable and knowledgeable professional.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability and are within the reasonable financial ability of DHA and are both feasible and practical within the scope of the program.

DHA will require verification from a knowledgeable professional (case manager, physician, etc.) when a request for a home visit is submitted.

Reasonable Accommodation

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All DHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Recertification by Mail

DHA will permit the accommodated family to submit an annual and interim recertification form through the mail, when DHA has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the accommodated family of DHA's deadline for returning the completed forms to DHA.

If there is more than one adult member in the household, but only one is disabled, recertifications will be processed through the mail. In such cases, the able adult family members will be required to take the necessary forms home to the member with a disability for completion and signature.

Home Visits

When requested and where the need for reasonable accommodation has been established, the DHA will conduct home visits to accommodate residents to conduct annual and interim recertifications.

Requests for home visit recertifications must be received in writing by the DHA at least 5 working days before the scheduled appointment date in order for the request to be considered.

DHA, at its discretion may consider home visit recertifications for missed scheduled appointment.

Other Accommodations

The Housing Authority (HA) will utilize organizations which provide assistance for hearing-and-sight-impaired persons when needed.

The HA will refer families who have persons with disabilities to agencies in the community that offer services to persons with disabilities.

F. PUBLIC HOUSING MANAGEMENT ASSESSMENT OBJECTIVES

DHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that DHA is using its resources in a manner that reflects its commitment to quality and service. DHA policies and practices are consistent with the new Public Housing Assessment System (PHAS) outlined in the 24 CFR Parts 901 and 902 financial published regulations.

DHA is continuously assessing its program and consistently strives to make improvements. DHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. DHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

G. FAMILY OUTREACH

DHA will publicize and disseminate information to make known the availability of housing units and housing-related services for low and very low-income families on a periodic basis. When DHA's waiting list is opened, DHA will publicize the availability and nature of housing assistance for low and very low-income families in a newspaper of general circulation and other suitable means.

DHA will communicate the status of housing availability to other service providers in the community. DHA will advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

H. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which DHA will release family information.

DHA's policy regarding release of information is in accordance with State and local laws, which may restrict the release of family information.

Any and all information, which would lead one to determine the nature and/or severity of a person's disability, must be kept in a separate folder or marked "confidential." The personal information in this folder must not be released except on an "as needed" basis in cases where an accommodation is under consideration. All requests for access and granting of accommodations based on this information must be approved by the Deputy Executive Director.

DHA's practices and procedures are designed to safe guard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location, which is only accessible by authorized staff.

The staff person who retrieves a tenant or applicant file is responsible for its security.

DHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

I. EQUAL EMPLOYMENT OPPORTUNITY

Position vacancies are advertised. All DHA job postings will display the affirmative action/equal employment opportunity slogan prominently.

DHA takes seriously any complaints of discrimination with regard to race, religion, ethnicity, sex, disability or familial status.

J. POSTING OF REQUIRED INFORMATION

DHA will maintain a bulletin board in the lobby of the Central office and site offices, which will contain:

1. Statement of policies and procedures governing Admission and Continued Occupancy Policy (ACOP).
2. Open Occupancy Notice (Status of application taking).
3. Directory of DHA's housing sites including names, address of offices, number of units by bedroom size, accessible or adaptable units, and office hours at each facility.
4. Income limits for Admission.
5. Current schedule of routine maintenance charges.
6. A copy of the lease.
7. DHA's grievance procedures.
8. A Fair Housing Poster.
9. An Equal Employment Opportunity in Employment poster.
10. Current Resident Notices.
11. Security Deposit Charges.

K. TERMINOLOGY

The Housing Authority of the City of Decatur and the Housing Authority of the County of DeKalb, Georgia is referred to as "DHA" or "Housing Authority (HA)" throughout this document.

"Family" is used interchangeably with "Applicant," "Resident" or "Participant", and can refer to a single-person family.

"Tenant" is used to refer to participants in terms of their relation as a lease to the DHA as the landlord.

"Landlord" refers to the DHA.

"Disability" is used where "handicap" was formerly used.

"Non-citizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.

See Glossary for other terminology.

L. ADDENDUM STATEMENT

The Dwelling Lease, Federal Register / Vol. 66, No. 101/Thursday, May 24, 2001 / Rules and Regulations, and Grievance Procedures attached hereto as exhibits A, B, and C, respectively, are incorporated in this ACOP, including all subsequent amendments, revisions, and modifications thereto, it being the intention and purpose of this ACOP to reference and incorporate the current terms and provisions of those documents as they may change from time to time.

CHAPTER 2

ELIGIBILITY FOR ADMISSION

INTRODUCTION

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

A. GENERAL POLICY ON SCREENING FOR SUITABILITY

In developing its admission policies, the aim of DHA is to attain a tenant body composed of families with a broad range of incomes and to avoid concentrations of the most economically deprived families and families with serious social problems. Therefore, it is the policy of DHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents and the health, safety or welfare of other residents.

As a part of the final eligibility determination, DHA will screen each applicant household to assess their suitability as residents.

Some of the factors to be considered in the screening are housekeeping habits, rent paying habits, credit records, prior history as a tenant, criminal records and all other aspects of applicant's ability to maintain the required responsibilities of tenancy.

In determining qualifications for tenancy, DHA will consider the following items:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, the physical environment, or the financial stability of the project.

   DHA shall rely upon sources of information which may include, but not be limited to: Housing Authority records, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, credit history agencies, parole officers, criminal and court records, clinics, physicians or the police department.

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other tenants in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety and welfare.

2. An authorized representative of DHA shall document any pertinent information relative to the following:

   a. Criminal Activity: – Includes the activities listed in the definition of criminal activity in this Chapter.
   b. Pattern of Violent Behavior: – Includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
   c. Pattern of Drug Use: – Includes a determination by DHA that the applicant has exhibited a pattern of illegal use of a controlled substance which might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
   d. Drug Related Criminal Activity: – Includes a determination by DHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance.
   e. Pattern of Alcohol Abuse: – Includes a determination by DHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
   f. Initiating Threats: – Includes behaving in a manner indicating an intent to assault or otherwise threaten employees or other residents of DHA.
   g. Abandonment of a Public Housing Unit: – Vacating a unit without advising DHA officials so that staff may secure the unit and protect its property from theft and vandalism.
   h. Non-Payment of Rightful Obligations: – Including rent and/or utilities and other charges owed to DHA or any other PHA.
   i. Intentionally Falsifying an Application for Occupancy: – Including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission with the intent to mislead.
   j. Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior: – Consists of patterns of behavior which endanger life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility; which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud music and/or parties and gatherings, which have resulted in serious disturbances of neighbors.
   k. Grossly Unsanitary or Hazardous Housekeeping: – Includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; severe

damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage on porches, patios, balconies, or stoops; or serious neglect of the premises; or accumulation of items that affect the health of the resident, other residents or the property. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.

l. Destruction of Property: – From current and/or previous residences.

m. Whether Applicant or Tenant is Capable of Maintaining the Responsibilities of Tenancy: – In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician or social worker will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

n. Credit History: - Includes, but is not limited to, information received by DHA from the three (3) major credit reporting agencies.

3. In the event of the receipt of unfavorable information, with respect to an applicant***'s history***, consideration shall 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 or financial ***stability***.

4. DHA may waive the policies prohibiting admission, in circumstances of previous drug or alcohol related criminal activity, if the person demonstrates to DHA's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program.

B. QUALIFICATIONS FOR ADMISSION

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

1. A family as defined in this chapter;

2. Heads a household where at least one member of the household is a citizen or an eligible non-citizen;

3. Has an Annual Income at the time for admission that does not exceed the low or very low income limits for occupancy established by HUD;

4. Provides a Social Security Card for all family members, or will provide written certification that they do not have Social Security numbers but are attempting to secure the same for those family members;

5. Meets or exceeds the Tenant Selection and Suitability Criteria as set forth in this policy, (including attending pre-occupancy class or lease-up orientation).

6. Is not currently adequately housed in a DHA dwelling unit. Applicants who are listed on a current DHA dwelling lease (or are a part of the household as verified by DHA records) and reside in a unit meeting the occupancy standards for the family size are not qualified for admission, and will not be placed on the waiting list for new applicants.

    - DHA may make exception to this policy due to emergency conditions including but not limited to severe harassment, family violence, hate crimes, and witness protection, as authorized by DHA's Executive Director or designee.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit, at which time they will be scheduled for a mandatory certification of eligibility interview.

The qualifying factors of eligibility must be met at the time the family is in a position on the waiting list to be offered a housing unit.

The applicant must qualify as a Family. A Family may be a single person or group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law.

Definition of Family

Two or more persons who are related by blood, marriage, adoption, guardianship or operation of law, but are regularly living together, can verify shared income or resources, and will live together in DHA housing.

The term "Family" also includes, but is not limited to:

- A family with or without children;
- An elderly family (62 and older);
- A near elderly family (50-61 years of age);
- A disabled family;
- A displaced family;
- The remaining members of a tenant family;
- A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;

- Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family;
- Two or more near elderly persons living together, or one or more near elderly persons living with one or more live in aides;

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. The Head of Household must be at least eighteen (18) years old.

The age of eighteen (18), which is the age recognized under Georgia law as the age when a minor becomes an adult, which is also the age a person becomes legally capable of entering into a legal binding contract, such as a dwelling lease.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying rent.

Spouse of Head

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is the marriage partner whom, in order to dissolve the relationship, would have to be divorced. Effective January 1, 1997, Georgia Law no longer recognizes common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Aides

A family may include a live-in aide provided that such live-in aide:

Is determined by DHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Live-In Aides (cont.)
Would not be living in the unit except to provide care for the person(s).
A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

1. Income of the live-in aide will not be counted for purposes determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live in attendant may also reside in the unit, providing doing so does not increase the unit size and that the presence of the family member(s) does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of DHA. Written verification will be required from a reliable, knowledgeable professional, such as a physician, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly or disabled.

Verification must include the hours the care will be necessary and provided.

DHA has the right to disapprove a request for a live-in aide based on the criteria spelled out in this Chapter, Section F4.

C. MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members prior to admission, if they have been issued a number by the Social Security Administration or will provide written certification that they do not have Social Security numbers but are attempting to secure the same for those family members; This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or an eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible

immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is denied.

Mixed Families - A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members – Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students – Defined by HUD in the non-citizen regulations are not eligible for assistance.

E. APPLICANT SELECTION CRITERIA

All applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

1. Ability to Comply With Essential Lease Provisions

All applicants must demonstrate through an assessment of current and past behavior the ability to comply with essential lease provisions:

a. to pay rent and other charges in a timely manner as required by the lease;

b. to care for, avoid neglect and not to damage the unit and common areas;

c. to use facilities, appliances and equipment in a reasonable way;

d. to create no health or safety hazards, and to report maintenance needs in a timely manner;

e. not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;

f. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or near DHA premises;

g. to comply with necessary and reasonable rules and program requirements of HUD and DHA: and

h. to comply with federal, state and local health and safety codes.

2. Denial of Admission for Previous Debts

Previous outstanding debts to this HA or any HA resulting from a previous tenancy in the Public Housing, Section 8, or federally subsidized housing programs, must be paid in full prior to admission. No repayment agreement will be accepted unless approved by the Deputy Executive Director or Designee.

At the time of initial application, the application must execute an agreement to pay any previous debt prior to being placed on the waiting list and must be in full compliance with the payment agreement prior to admission.

3. Denial of Admission for Drug-Related and/or Other Criminal Activity

To be determined eligible, the family must not engage in drug-related or other criminal activity including violent criminal activity by any family member. No member of the applicant's family may have engaged in drug-related or violent criminal activity within the past five (5) years and ten (5) years if it was felony activity.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

DHA will not be obligated to seek out information concerning a family's criminal activities as part of the processing of an application for assistance. Initial screening will be limited to routine inquiries of the family and any other information provided to DHA regarding this matter. The inquiries will be standardized and directed to all applicants by inclusion in the application form.

If as a result of the standardized inquiry, or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal activity, DHA will conduct closer inquiry to determine whether the family should be denied admission.

If the screening indicates that any family member has been arrested or convicted within the prior 5 years for drug-related or violent criminal activity, DHA shall obtain verification through police/court records.

DHA will check criminal history for all adults in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.

Verification of any past activity will be done prior to final eligibility and will include a check of appropriate records.

a. Drug-Related Criminal Activity

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Drug-related criminal activity means on or off the premises, not just on or near the premises.

Persons evicted from public housing, Indian Housing, Section 23, or any Section 8 program because of serious criminal activities including any arrest and/or conviction of a felony nature are ineligible for admission to Public Housing. For felony arrests/convictions the ineligible period will be ten (10) years and all other arrests/convictions will be five (5) years. The PHA may waive this requirement if the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA, or a circumstance leading to the Eviction no longer exists.

DHA will waive this requirement if:

The person demonstrates successful completion of a certified rehabilitation program, or

The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

b. Illegal Drug Use and Alcohol Abuse

DHA will prohibit admitting any person to public housing in cases where DHA determines that there is a reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where DHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

DHA will not waive this policy

c. Violent Criminal Activity

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily or property damage

d. Other Criminal Activity

Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior, which would adversely affect the health, safety, or welfare of other residents.

No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel at any time.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years and in the past (10) ten years if it ***was a*** felony. The law requires HAs to prohibit admission to federal housing programs for any household that includes an individual "subject to a lifetime registration requirement under a State sex offender registration program."
The HA will conduct criminal background checks on applicants that include a check to determine whether the applicant is subject to the lifetime registration.

e. Confidentiality of Criminal Records

DHA will ensure that any criminal record received is maintained confidentially and not misused or improperly disseminated.

f. Disclosure of Criminal Records to Family

When DHA denies admittance based on a criminal conviction record, the applicant will be provided an opportunity to dispute the record at an informal hearing.

4. Ability to Meet DHA's Admission Criteria

Suitability screening resources can include, but are not limited to:

- Previous DHA records
- Personal interviews with applicant and family members

- Interviews with current or previous landlords, employers, credit bureaus, family, social workers, parole officers
- Police records
- Home visits
- Credit reports

DHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to, an assessment of:

The applicant's past performance in meeting financial obligations, especially rent and utilities.

The Applicant Family must have no record of disturbance of neighbors, destruction of property, unsafe living habits, unsanitary housekeeping practices, substance abuse, sexual deviation, or any other history which may be reasonably expected to adversely affect:

a. The health, safety, or welfare of other residents;
b. The peaceful enjoyment of the neighborhood by other residents; and
c. The physical environment and fiscal stability of the neighborhood.

Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property, sexual deviation, and other criminal acts, including drug-related criminal activity will be cause for denial of admission.

A record of eviction from housing or involuntary termination from residential programs, taking into account date and circumstances.

An applicant's ability and willingness to comply with the terms of DHA's lease.

The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by DHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application in present and prior housing.

a. The history of applicant conduct and behavior must be demonstrated that the applicant family can reasonably be expected not to:

(1) Interfere with other residents in such manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare.
(2) Adversely affect the physical environment or financial stability of the project.
(3) Violate the terms and conditions of the lease.
(4) Require services from DHA staff that would alter the fundamental nature of DHA's program.

b. DHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the

essential requirements of tenancy. Answers will be subject to a third party verification.

c. DHA will complete a credit check and possibly a rental history check on all applicants.
d. DHA will complete a criminal background check on all adult members of the applicant's household, or any member for which criminal records are available.
e. DHA may complete a home visit at the current residence of any applicant who has DHA landlord verifications returned to the DHA with unfavorable comments concerning their housekeeping habits.
   Applicants shall have at least three (3) day's advance written notice of home visits.
f. All applicants are required to attend and successfully complete DHA's pre-occupancy classes or lease-up orientation.
g. An applicant's intentional misrepresentation of any information related to eligibility, award of preference for admission, housing history, allowances, family composition or rent will result in denial of admission.
h. The Applicant Family must be able to demonstrate capacity to discharge all lease obligations. This determination shall be made on a case-by-case basis shall not be used to exclude a particular group by age, disability, etc…In determining the Applicant Family's capacity to discharge all lease obligations DHA must consider the family's ability to secure outside assistance in meeting those obligations.
i. DHA's minimum age for admission as head of household is 18.

Prohibited Criteria for Denial of Admission: Applicants will **NOT** be rejected because they:

Have no income;
Are not employed;
Do not participate in a job-training program;
Will not apply for various welfare or benefit programs;
Have children;
Have children born out of wedlock;
Are on welfare; or
Are students.

5. Rent Paying Habits

DHA will examine any Housing Authority records from a prior tenancy, and may request written references from the applicant's current landlord and may request written references from former landlords for up to the past 3 years.

Based upon these verifications, DHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past 3 years for nonpayment of rent, or had other legal action initiated against him/her for debts owed. Any one of these circumstances could be grounds for an ineligible determination, depending on the control the applicant had over the situation.

Applicants will not be considered to have a poor credit history when they were occasionally late paying bills or rent in the past, fewer than 3 times per year; were delinquent in rent because they were withholding rent due to substandard housing conditions in a manner consistent with local ordinance; or had a poor rent paying history clearly related to a rent excessive relative to their income (using more than 50% of their gross income as a guide,) and responsible efforts were made to resolve the nonpayment problem.

The lack of a credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

6. Applicants Who Claim Mitigating Circumstances

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

a. If unfavorable information is received about an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into DHA's screening assessment of the applicant, mitigating circumstances must be verifiable.
b. If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, DHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence ant to verify the mitigating circumstance. DHA shall also have the right to request further information reasonably needed to verify the mitigating circumstances, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

c. Examples of mitigating circumstances might include but are not limited to:

   (1) Evidence of successful rehabilitation;
   (2) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
   (3) Evidence of successful and sustained modification of previous disqualifying behavior.

d. Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. DHA will consider such circumstances in light of:

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

7. Qualified and Unqualified Applicants

a. Information which has been verified by DHA will be analyzed and a determination will be made with respect to:

   (1) The eligibility of the applicant as a family;
   (2) The eligibility of the applicant with respect to income limits for admission;
   (3) The eligibility of the applicant with respect to citizenship or eligible immigration status; and
   (4) Preference category (if any) to which the family is entitled.

b. Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals process to which they are entitled under both INS and DHA procedures, except for a pending DHA hearing.
c. DHA will make every effort to accurately estimate an appropriate date of occupancy. However, the date given by DHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by DHA, such as turnover rates, and market demands as they affect bedroom sizes and project location.
d. Applicants who are determined to be unqualified for admission will be promptly notified with a Notice of Denial of Admission stating the reason for denial. DHA shall provide an opportunity for an informal hearing, if requested.
e. Applicants known have to have a disability and who have been determined eligible, but fail to meet the Applicant Selection Criteria, will be offered an opportunity for a second meeting to have their cases examined to determine whether mitigating circumstances are reasonable accommodations will make it possible for them to be housed in accordance with the screening procedures.

CHAPTER 3

APPLYING FOR ADMISSION

INTRODUCTION

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

A. How To Apply

Families who wish to apply for any DHA's programs must complete a pre-application form when application taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

Individuals who have a physical impairment that would prevent them from making application in person may call DHA to make special arrangements to complete their pre-application.

Pre-application will be mailed to interested families upon request.

The application process will involve two phases.

1. The first is the "initial" application process for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

   The pre-application will be dated, time-stamped, and referred to DHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred to as the full application). The full application takes place when the family reaches the top or nears the top of the waiting list. At this time DHA ensures that verification of all HUD and DHA eligibility factors are current in order to determine the family's eligibility for an offer of a suitable unit.

B. "Initial" Application Procedures

DHA will utilize a preliminary-application form (pre-application) when the wait for a unit opening appears to be at least 12 months. If the wait is anticipated to be less, DHA will complete a full application. The information to be filled out by the applicant whenever possible. To provide specific accommodation to persons with disabilities, the information may be completed by a staff person over the telephone.

The purpose of the pre-application is to permit DHA to preliminary access family eligibility or ineligibility_and to determine placement on the waiting list. The pre-application will contain questions designed to obtain the following information:

Names of adult members and age of all other members
Sex and relationship of all members
Street address and phone numbers
Mailing address
Amount(s) and source(s) of income received by household members
Information regarding disabilities relating to program requirements (i.e., deductions)
Information related to qualifying for preferences, if any
Social Security Numbers
Race/ethnicity
Arrests/Convictions for, but not limited to**,** Drug Related or Violent Criminal Activity
Request for Specific Accommodation needed to fully utilize program and services
Previous addresses
Names and addresses of current and previous landlords
Emergency contact person and address
Questions regarding previous participation in HUD programs

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform DHA in writing within ten (10) days of changes in family composition, income, and address as well as any changes in their Preference status. Applicants are also required to respond to requests from DHA to update information on their application, or to determine their continued assistance. Failure to comply with this requirement will result in the denial of admission.

Failure to provide information or to respond to mailings will result in the application being removed from the waiting list without further notification from DHA. See Chapter on Complaints and Appeals.

C. NOTIFICATION OF APPLICANT STATUS

If, after a review of the pre-application, the family is determined to be preliminary eligible, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation). The notice will contain the approximate date that their name will be reached; to be offered a unit. DHA will further explain that the estimated date is subject to factors such as turnover and preference determination, which are beyond DHA's control.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail or distributed to the applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, DHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal conference. Persons with disabilities may request to have an advocate attend the informal conference as an accommodation. See Chapter on "Complaints and Appeals".

D. COMPLETION OF A FULL APPLICATION

All Preferences claimed on the pre-application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list, and prior to completing the full application. The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list, because the preference is based on current status.

After the preference is verified, when DHA is ready to select applicants, applicants will be required to:

- Participate in a full application interview with a DHA representative during which the applicant will be required to furnish complete and accurate information written and/or verbally as requested by the interviewer. DHA interviewer will complete or verify the completed full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

- The full application will be communicated as requested as an accommodation to person with a disability or mailed to the applicant in advance to complete.

Requirement to Attend Interview

DHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other DHA services or programs which may be available.

All adult family members including spouse must attend the interview and sign the housing application.

Exceptions may be made for students attending school out of state/for members for whom attendance would be hardship.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses the scheduled interview, DHA will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than (3) business days from the original appointment date. (The request must be made in writing to the staff person who scheduled the appointment interview).

If an applicant fails to appear for a pre-scheduled appointment, DHA will not automatically schedule a second appointment. If an applicant misses the scheduled appointment, the application is denied.

Reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

If an applicant is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal conference. (See Chapter on "Complaints and Appeals").

All adult members must sign Form HUD-9886, "Authorization for the Release of Information," the application form and all supplemental forms required by DHA, the declarations and consents related to citizenship/immigration status and any other documents required by DHA. Applicants will be required to sign specific verification forms for information, which is not covered, by the form HUD-9886. Failure to do so will cause denial of the application, for failure to provide necessary certifications and releases, as required by DHA.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration

status, full time student status and other factors related to preferences, eligibility and rent calculation.

If DHA determines at or after the interview that additional information or document(s) are needed, DHA will request the document(s) or information in writing. The family will be given five (5) working days**,** from the date of the written notice, to supply the information.

If the information is not supplied in this time period, DHA will provide the family a notification of denial of assistance. (See Chapter on "Complaints and Appeals".)

E. PROCESSING APPLICATIONS

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to DHA's housing:

1. Local preference claimed, if any
2. Family composition and type (elderly/non-elderly)
3. Annual Income
4. Assets and Asset Income
5. Allowance information
6. All preference claims
7. Social Security Numbers of all family members
8. Information used in applicant screening
9. Citizenship or eligible immigration status.

F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, DHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verifications completed by DHA, and tenant suitability. (See Chapter on Applicant Screening and Final Eligibility Determination.)

Because HUD can make changes in rules and regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make this final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been preliminarily determined eligible and may have been listed on the waiting list.

CHAPTER 4

ESTABLISHING PREFERENCES AND MANAGING THE WAITING LIST

INTRODUCTION

It is DHA's objective to ensure that the families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily, or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

This chapter defines the eligibility criteria for local preferences and explains DHA's system for applying them.

By maintaining an accurate waiting list, DHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available to fill vacancies in a timely manner.

The order of all applicants in the pool will be based upon their preferences and then based on date and time of application.

The term application is used herein to refer to both the pre-application and the full application.

A. MANAGEMENT OF THE WAITING LIST

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

The application(s) will be a permanent file.
All applicants in the pool will be maintained in order of preference.
Applications equal in preference will be maintained by date and time sequence.
All applicants must meet applicable income eligibility requirements as established by HUD.

1. Opening and Closing the Waiting Lists

DHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. DHA may open or close the list by local preference category.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a

local preference, and the ability of DHA to house an applicant in an appropriate unit within a reasonable period of time.

When DHA opens the waiting list, DHA will advertise through public notice in the local paper of record.

The notice will contain:

The dates, times, and the locations where families may apply.
The programs for which applications will be taken.
A brief description of the program.
A statement that Section 8 participants must submit a separate application if they want to apply for Public Housing.
Limitations, if any, on whom may apply.

The notices will be made in an accessible format if requested. DHA will provide potential applicants with information that includes DHA address and telephone number, how to submit an application, information on eligibility requirements and the availability of local preferences.

Upon request from a person with disability, additional time will be given as an accommodation for submission of an application after the closing deadline. The accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

2. When Application Taking is Suspended

DHA may suspend the acceptance of applications if there are enough preference holders to fill anticipated openings for the next 24 months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

During the period when the waiting list is closed, DHA will not maintain a list of individuals who wish to be notified when the waiting list is open.

Suspension of application taking is announced in the same way as opening in the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover the next 24 months. DHA will give at least three (3) business days notice prior to closing the list. When the period for accepting applications is over, DHA will add the new applications to the list by:

Separating the new applicants into groups based on local preferences and unit size and ranking applicants within each group by date and time of application.

DHA will update the waiting list at least approximately every two (2) years by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, DHA will advise families of their responsibility to notify DHA when their mailing address changes.

3. Reopening the List

If the waiting list is closed and DHA decides to open the waiting list, DHA will publicly announce the opening in the local paper of record.

Any reopening of the list will be done in accordance with this policy and HUD requirements.

4. Limits on Whom May Apply

When the waiting list is open, any family asking to be placed on the waiting list for Public Housing will be given the opportunity to complete a pre-application during days and times and in the method that pre-applications and applications are being accepted.

Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, at times the DHA may only accept applications from:

Any family claiming local preferences.

If there are sufficient applications from elderly families, disabled families, near elderly families and displaced singles, applications will not be accepted from other singles.

When the application is received by DHA:

It establishes the family's date and time of application for placement order on the waiting list, unless DHA is utilizing a lottery method to establish the order of date and time received.
Applicants found to be owing monies to DHA, other Housing Authorities, private landlords or utility companies will not be placed on DHA waiting list. They will be sent a letter advising them of the reason of rejection of their application. When the applicant provides a valid receipt showing payment of any outstanding balance, they will be placed on the appropriate waiting list using the date they provided verification that the debt was paid.

5. Time of Selection

When appropriate units are available, families will be selected from the waiting list in their preference-determined sequence.

Based on DHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence.

6. Changes Prior to Unit Offer

Changes that occur during the period between placement on the waiting list and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment. The family will be responsible for notifying DHA, in writing, of any changes in their household that may effect their eligibility or Total Tenant Payment.

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

   Which family member applied as head of the household;
   Which family unit retains the children or any disabled or elderly members;
   Restrictions that were in place at the time the family applied;
   Role of domestic violence in the split;
   Recommendations of social service agencies or qualified professionals, such as children's protective services.

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

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

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

c. Joint Custody of Children – Children who are subject to a joint custody agreement but live with one parent at least fifty-one percent (51%) of the time will be considered members of the household. Fifty-one percent of the time is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both try to claim the child(ren) the parent whose address

is listed in school records will be allowed to claim the school-age child(ren) as a dependent.

B. WAITING LIST PREFERENCES

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet DHA's Selection Criteria as defined in this policy.

An applicant will not be granted any preference if any member of the family has been evicted from any Federally assisted housing during the past five (5) years because of any drug use or drug related criminal activity.

DHA will grant an exception to such a family if:

> The responsible member has successfully completed a rehabilitation program and remained drug free at least one year after completion of the rehabilitation program.
>
> The evicted person was not involved in any drug-related activity that occasioned the eviction.
>
> The evicted person is no longer involved in any drug related criminal activity.

If an applicant makes a false statement in order to qualify for a Local preference, DHA will deny the preference and the application.

Types of Applicants With Preference Over "Other Singles"

Applicants who are elderly, disabled, near elderly or displaced households of no more than two persons will be given a selection priority over all "Other Single" applicants regardless of preference status.

"Other Singles" denotes a one-person household in which the individual member is neither elderly, disabled, nor displaced by government action. Such applicants will be placed on the waiting list in accordance with their preferences, but can not be selected for assistance before any one or two person elderly, disabled or displaced family regardless of local preferences.

C. LOCAL PREFERENCE CATEGORIES

Local preferences will be used to select among applicants on the waiting list.

DHA uses the following Local Preferences:

Involuntarily displaced by Government Action and persons in the Witness Protection Program.

Involuntarily displaced due to physical violence.

Families with at least one adult who is employed. This preference is extended equally to elderly or

Disabled families or families whose head or spouse is receiving income based on their inability to work.

Families who are participants in educational and training programs designed to prepare the individual for the job market.

Resident of DeKalb County.

All applicants will be filed first by unit size required and within unit size by the preferences and set forth below:

Preference Code **Preference Category**

1A. Involuntary Displacement by Government Action-Resident of DeKalb County. This category applies to an activity carried on by an agency of the United States or by any State or local government in connection with a public improvement or development program in DeKalb County; or to a disaster declared by an agency of the United States or local code enforcement activity in connection with the condemnation of a unit within DeKalb County due to substandard housing conditions. This preference will also include any person in the Witness Protection Program.

1B. Involuntary Displacement due to Physical Violence-Resident of DeKalb County. Applicants claiming this preference must be a victim of either actual or threatened physical violence against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family claiming this preference. (The actual or physical threatened physical violence must be documented in writing by a qualified governmental agency with responsibilities in this area). The actual or threatened violence must have occurred within the past thirty (30) days or be of continuing nature. To qualify for this preference, the abuser must still reside in the unit from which the victim was displaced. The unit that the family is being displaced from must be within DeKalb County, Georgia. The applicant must certify that the abuser will not reside with the applicant unless DHA gives prior written approval. If the family is admitted, DHA may deny or terminate assistance to the family for breach of this certification.

2A. Working Family and Elderly/Disabled-Resident of DeKalb County.
An applicant family where the head of household or spouse is considered working in a full-time or long-term part-time capacity or an approved job training program and resides within DeKalb County, Georgia. An applicant is considered elderly or disabled if the head or spouse, or sole member is sixty-two (62) years of age or older or are considered disabled as defined in 24 CFR 945.105 these policies.

2B. Working Family and Elderly/Disabled-Non-Resident of DeKalb County.
An applicant family where the head of household or spouse is considered working in a full-time or long-term part-time capacity or an approved job training program and does not reside within DeKalb County, Georgia. An applicant is considered elderly or disabled if the head or spouse, or sole member is sixty-two (62) years of age or older or are considered disabled as defined in 24 CFR 945.105.

4A. Non-Working Family - Resident of DeKalb County.
An applicant family where the head of household or spouse is not considered working in a full-time or long-term part-time capacity or an approved job training program and resides within DeKalb County, Georgia.

4B. Non-Working Family - Not a Resident of DeKalb County.
An applicant family where the head of household or spouse is not considered working in a full-time or long-term part-time capacity or an approved job training program and does not reside within DeKalb County, Georgia.

7A. Near Elderly Family-Resident of DeKalb County.
Families that reside within DeKalb County, Georgia whose heads or spouses or whose sole members are between the ages of fifty (50) and sixty-one (61) years of age.

7B. Near Elderly Family-Not a Resident of DeKalb County.
Families that do not reside within DeKalb County, Georgia whose heads or spouses or whose sole members are between the ages of fifty (50) and sixty-one (61) years of age.

5A. Working Single (non-elderly)-Resident of DeKalb County.
A person who lives alone or intends to live alone, who does not qualify as an elderly family or displaced person or a remaining member of a resident family who is considered working in a full-time, long term part-time capacity or an approved job training program and resides within DeKalb County, Georgia.

5C. Working Single (non-elderly)-Not a Resident of DeKalb County.
A person who lives alone or intends to live alone, who does not qualify as an elderly family or displaced person or a remaining member of a resident family who is considered working in a full-time, long term part-time capacity or an approved job training program and does not reside within DeKalb County, Georgia.

7C. Non-Working Single (non-elderly)-Resident of DeKalb County.
A person who lives alone or intends to live alone, who does not qualify as an elderly family or displaced person or a remaining member of a resident family who is not considered working in a full-time, long term part-time capacity or an approved job training program and resides within DeKalb County, Georgia.

7D. Non-Working Single (non-elderly)-Not a Resident of DeKalb County.
A person who lives alone or intends to live alone, who does not qualify as an elderly family or displaced person or a remaining member of a resident family who is considered working in a full-time, long term part-time capacity or an approved job training program and does not reside within DeKalb County, Georgia.

The Housing Authorities goal is to maintain an occupancy of forty (40) percent of the residents below thirty (30) percent of the area median income and sixty (60) percent of the residents between thirty (30) percent and eighty (80) percent of area median income. In order to meet this goal the Authorities may pass over otherwise qualified applicants below thirty (30) percent of income in order to move its goal of a wide distribution of incomes of families in occupancy.

D. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of application, an applicant's entitlement to a local preference may be made on the basis that:

An applicant's certification that they qualify for a preference will be accepted without verification. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the Local Preference.

If at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the waiting list.

1. Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify DHA within ten (10) days of the change, in writing when their circumstances change. When an applicant claims an additional preference, she will be placed on the waiting list in the proper order of their newly claimed preference.

2. Retention of Preference for Public Housing Residents

If an applicant for Section 8 resides in DHA's low rent public housing and was on the Section 8 waiting list when admitted to public housing, the applicant's entitlement to a preference is based on the preference status applicable after being assisted in public housing.

E. ORDER OF SELECTION

The order of selection is based on DHA's system for weighing preferences and HUD requirement that one or two person elderly, disabled, or displaced families will always be selected before other singles.

DHA will use local preferences to prioritize applicants on the waiting list.

Among applicants with equal preference status, the waiting list will be organized by date and time.

Under the singles rule, elderly and disabled families and displaced singles will always be selected before other singles without regard to preference status.

F. FACTORS OTHER THAN PREFERENCES THAT AFFECT SELECTION OF APPLICANTS

Before applying the preference system, DHA will first match the characteristics of the available unit to the applicants available on the waiting lists. Factors such as unit size, accessible features, or units in housing designated for the elderly or disabled. DHA will limit the admission of families to those characteristics that match the characteristics and features of the vacant unit(s) available.

By matching unit and family characteristics, it is possible that families who are lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application. For example, the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool.

The factors for selection of applicants are described below:

When selecting a family for a unit with accessible features, DHA will give a preference to families that include persons with disabilities who can benefit from the unit's features.

If no family can be found for a unit with accessible feature, DHA will house a family not needing the unit features subject to the procedures described in the **Tenant Selection and**

Assignment Plan. Under this policy a non-disabled family in an accessible unit can be required to move so that a family needing the unit features can take advantage of the unit.

When selecting a family for a unit in housing designated for elderly families or housing designated for disabled families, DHA will give a preference to elderly or disabled families as described later in this Chapter.

When selecting a family for a unit in a mixed population housing (property houses both elderly and disabled families), DHA will give a preference to elderly families and disabled families as described later in this Chapter.

When selecting a single person for a unit in a mixed population-housing site, elderly or disabled single persons have a preference over singles that are neither elderly nor disabled.

DHA's preference system will work in combination with requirements to match the characteristics for the family to the type of unit available, including units with targeted populations. When such matching is required or permitted by current law, DHA will give preference to the families described below.

Units designated for the elderly

In accordance with the 1992 Housing Act, elderly families with a head, spouse or sole member at least 62 years of age will receive a preference for admission to such units or buildings covered by a HUD-approved Allocation Plan.

(1) When there are insufficient elderly families on the waiting list, near elderly families (head or spouse ages 50-61) may receive a preference for this type of unit.

(2) When there are insufficient elderly or near-elderly families, and units are ready for leasing more than 60 days, DHA may consider other family types eligible for such units.

(3) Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

Units designated for the disabled

In accordance with the 1992 Housing Act, disabled families with a head, spouse or sole member who qualifies as a person with disabilities as defined in 24 CFR 945.105 will receive a preference for admission to units that are covered by a HUD-approved Allocation Plan.

Families with members who require a unit with accessible features will receive preference for such units over families who do not require such features.

Mixed Population Units. In accordance with the 1992 Housing Act, disable families with a head, spouse or sole member is at least 62 years of age, and disabled families whose

head, co-head or spouse or sole member is a person with disabilities, will receive equal preference for admission to such units. No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

G. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, DHA will:

Obtain necessary verifications of preference at the interview and by third party verification.

H. PREFERENCE DENIAL

If DHA denies a preference, DHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting. If the preference denial is upheld, as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the waiting list.

I. REMOVAL FROM THE WAITING LIST AND PURGING

If an applicant fails to respond to a mailing from DHA within the time prescribed they will be removed from the waiting list. An extension will be considered an accommodation if requested by a person with a disability. If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

The waiting list will be purged approximately every two (2) years by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

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

CHAPTER 5

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by DHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or under utilization.

This chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. DETERMINING UNIT SIZE

DHA does not determine who shares a bedroom/sleeping room, but there must be at lease one (1) person per bedroom. DHA's Occupancy Guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

For occupancy guidelines, an adult is a person eighteen (18) years or older.

All guidelines in this section relate to the number of bedrooms in the unit. Dwelling units will be so assigned that:

1. One bedroom is assigned to two people within the following guidelines:

   The Head of Household and his/her spouse (unless medical reasons dictate) are assigned to one (1) bedroom.

   Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should not be required to share a bedroom.

   Separate bedrooms shall be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under six).

   Foster children will be included in determining unit size only if they will be in the unit for more than six months.

   Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Single person families shall be allocated one (1) bedroom.

The living room will not be used as a bedroom except at the written request of the family.

GUIDELINES FOR DETERMINING UNIT SIZE

UNIT SIZE	PERSONS IN HOUSEHOLD (Minimum#)	PERSONS IN HOUSEHOLD (Maximum #)
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	5	10

These standards regarding the minimum and maximum number of persons who will occupy a unit will be applied within the restraints of financial solvency and program stability. DHA will also assign units based on the type of unit needed by the individual applicant or applicant family. This refers primarily to the family's ability to use stairs or their status as an Elderly family, including accessibility needs. DHA will give preference in assigning a unit that has special accessibility features to families that include persons with disabilities who can benefit from those features of the unit. When it is found that the size of the unit is no longer suitable for the family in accordance with these standards, the family will be required to transfer as soon as a unit of appropriate size becomes available. These families will be transferred in accordance with the Transfer Policy of DHA.

DHA in its sole discretion may grant exceptions from the standards if it is determined that an exception is justified by the relationship, age, sex, health, disability of family members or other extreme circumstances. A family desiring an exception must request same in writing and provide DHA with any and all certifications, affidavits, statements, etc., that DHA deems necessary in order to make a determination on the request.

B. CHANGES IN UNIT SIZE

DHA will grant exceptions from the guidelines in cases where the family requests a change and DHA determines the exceptions are justified by the relationship, age, sex, health or disability of Family members or other individual circumstances and there is a vacant unit available. If an applicant requests a change in unit size, the following guidelines will apply:

1. The family may request to be placed on a larger bedroom size waiting list than indicated by DHA's occupancy guidelines. The request must explain the need or

justification for a larger bedroom size, and must be verified by DHA before the family is placed on the larger bedroom size list. Examples are:

Elderly persons or persons with disabilities who may require a live-in attendant

Persons who would ordinarily occupy one bedroom, but cannot because of a verified medical or health reason, addition of a live-in aide, or need for medical equipment.

A request based on health related reasons must be verified by a doctor and confirmed by DHA.

The members of the family residing in the unit must be approved by DHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform DHA within 10 days.

DHA will not assign a larger bedroom size due to additions to family members other than by birth, adoption, marriage, or court-awarded custody.

In final determination of applicable unit size, DHA will consider the size of the unit and the size of the bedrooms, as well as the number of bedrooms.

C. ACCESSIBLE UNITS

DHA has units designed for persons with mobility, sight and hearing impairments. These units were designed, constructed or rehabilitated specifically to meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

D. FAMILY MOVES

When a change in the circumstances in a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List.

ga011cv01

The unit considerations in this chapter should be used as a guide to determine whether and when the bedroom size should be changed. If an unusual situation occurs, which is not currently covered in DHA's Transfer Policy, the case should be taken to the Executive Director or his designee, who will review the situation and make a decision depending on the individual circumstances and the verification provided.

CHAPTER 6

DETERMINATION OF TOTAL TENANT PAYMENT

INTRODUCTION

The accurate calculation of Annual Income and Annual Adjusted Income will ensure that families are not paying more or less money for rent than obligated under the federal regulations established by the U. S. Department of Housing and Urban Development and the listed in DHA's Admission and Continued Occupancy Policy (ACOP).

This chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with federal regulations and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specified and not subject to interpretation. DHA's policies in this Chapter address those areas, which allow DHA discretion to define terms and to development standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. MINIMUM RENT

The minimum rent for DHA is fifty dollars $50.00.

The Total Tenant Payment is the greater of:
30% of the adjusted monthly income
10% of the monthly income
The Minimum rent of $50

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

B. INCOME AND ALLOWANCES

Income: The types of income which are to be used for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented. (See Income Inclusions and Income Exclusions in the Glossary of Terms of this policy.)

Annual Income: Defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Adjusted Income: Defined as the Annual income minus any HUD allowable deductions. HUD has five allowable deductions from Annual Income:

1. Dependent Allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. Elderly Allowance: $400 per household for families whose head or spouse is 62 or over, disabled or handicapped.

3. Medical Expenses: Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses in excess of three percent (3%) of Annual Income are deductible from Annual Income of Elderly and Disabled families only.

4. Childcare Expenses: Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during period for 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 and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare and in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. DHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is capable of caring for children.

5. Expenses for Attendant Care: Auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

C. TRAINING INCOME EXCLUSIONS

DHA believes that training income exclusions are an important factor in helping public housing participants move from welfare and dependence to greater self-sufficiency.

DHA will share information regarding new policies governing training income derived from qualifying employment-training programs with applicants, participants and local social service providers. DHA's objective is to encourage families to move toward self-sufficiency by excluding from their annual income certain amounts earned through

participation in various qualifying training programs. These training programs are aimed at offering the resident gainful employment skills. The exclusion of training income, in the calculation of annual income, is meant to be an incentive. It is DHA's hope that welfare agencies will adopt or modify their programs so that welfare recipients living in Public Housing will receive the maximum benefits from these income exclusions.

In order to be eligible for the exclusion the resident must actually receive training under the provisions of the program. For purposes of this exclusion, it is not enough for the resident to merely be enrolled.

There are two types of training programs that are eligible for one or more type of income exclusion.

1. <u>Training Income Exclusions in Accordance with</u>

The first type of training program is in accordance with 24 CFR 5.609 (c) (8) (v) and has features that allow the training income of assisted housing residents to be excluded only while the resident is actively enrolled in the training program.

> A training program qualifying under 24 CFR 5.609 (c) (8) (v) is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to:
>
> Classroom training in a specified occupational skill;
> On the job training with wages subsidized by the program, or
> Basic education
>
> For this purpose Annual Income does not include the following:
>
> Incremental earnings and benefits resulting to any family member from Participating in qualifying State or local employment training programs.

2. <u>Training Income Exclusions in Accordance with</u>

This training program is specified to public housing residents only and the regulation requires it to include specific features. This training program offers public housing residents the exclusion of incremental income while in the training program and for 18 months following the start of their first job.

DHA will determine that this training program has all five components required by HUD. It must:

- be a program providing employment training and supportive services;
- be authorized by Federal, State or local law;
- be funded by Federal, State or local government;

- be operated or administered by a public agency; and
- have as its objective to assist participants in acquiring employment skills.

A qualifying job-training program may be one that is established by the government but implemented by a private company for and on behalf of the government.

In addition, to qualifying as a 5.609 (c) (13) program, the employment training program must offer the resident at least one of the following supportive services:

- childcare;
- transportation;
- personal welfare counseling (family/parental development counseling, parenting
  skills training for adult and teenage parents, substance/alcohol abuse treatment
  and counseling, self-development counseling);
- health care services (including outreach and referrals);
- youth leadership skills, youth mentoring.

For purposes of the 5.609 (c) (13) exclusion and public housing particularly, Annual Income does not include the following:

Incremental earnings and benefits resulting to any family member resulting from participation in a program providing employment training and supportive services in accordance with the Family Support Act or any comparable Federal, State, or local law during the exclusion period.

Exclusion Period

The exclusion period is defined as 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, provided the training program is not funded by public housing assistance under the 1937 Housing Act.

Where applicable, the 18- month exclusion period runs continuously from the date the first job begins. If the resident switches to a second job during the 18-month period the exclusion continues.

If the resident has a break in employment during the 18-month exclusion, any other income the person has during the break will be counted.

A person admitted into public housing after the completion of a qualifying employment-training program, and who began employment while still an applicant and before coming

into public housing, is entitled to the 18-month exclusion beginning with the date he/she became employed until the remainder of the 18 months.

If the family member is terminated from employment with good cause, the exclusion period shall end.

Training Programs Funded by HUD

All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

Upon employment with DHA, the full amount of employment income received by the person is counted. There is no18-month exclusion of income for wages funded under the 1937 Housing Act Programs, which includes public housing and Section 8.

Components Applicable to All Training Programs

In either program, and at all times, the income to be excluded is the incremental income only.

Incremental income is defined by HUD as the increase between the total amount of welfare and earnings of a family member prior to enrollment in the training program.

All other amounts, (such as child support and alimony), are treated in the usual manner in determining annual income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

Who is Eligible for the Exclusion

Any member of the resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program.

If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

Verification

Upon verification, residents who are actively enrolled in a qualifying training program will have the incremental income from the training program exclude from their annual income.

Employment Before Completion of Training Program

Substantial completion of a training program will be completion of seventy-five (75) percent of the program.

If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they completed the training program.

The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.

Other Factors to be Considered

The eighteen (18) month exclusion also applies to residents with an FSS escrow account. A decrease in attributable income may mean that the FSS escrow account would be decreased or eliminated for a period of time.

For self-employment residents, DHA will exclude only the net income of a resident when factoring the earnings.

If a resident has no income the day they are enter a training program, but has a history of employment in the past, DHA will review the resident's wages for the past twelve (12) months and average the income. That averaged income will become the resident's base amount for determining incremental earnings.

If more than three (3) months goes by before the resident starts their first job, the earnings from that job will be counted in full.

If the resident has no income and enrolls in a welfare program which requires participants to be enrolled in a job training program, the base pay for that resident will be zero.

The resident is required to notify DHA within ten (10) days of enrolling in a qualifying training program.

Residents, who have a decrease in income as a result of enrolling in a training program may request an interim examination. DHA will determine the decrease in incremental income as a result of the training program and adjust the resident's rent accordingly.

Residents who do not qualify DHA within ten (10) days of starting a training program, and have a decrease in income, will not have their rent adjusted retroactively.

DHA will review the total income of the resident's family when notified of the income changes. If DHA determines that an adjustment is necessary due to incremental income, the family will have to have their rent adjusted accordingly.

D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

DHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, DHA must count the income of the spouse or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. DHA will evaluate absences from the unit in accordance with this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit , but has not moved out of the unit. In cases where the family has moved out of the unit , DHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families required to notify DHA before they move out of a unit in accordance with the lease and to give DHA information about any family absence from the unit.

Families must notify DHA if they are going to be absent from the unit for more than fifteen (15) consecutive days.

If the entire family is absent from the assisted unit for more than thirty (30) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

“Absence of Entire Family” means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, DHA may:

Conduct home visits
Write letters to the family at the unit
Telephone the family at the unit
Interview neighbors
Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation.

If the absence, which resulted in termination of assistance, was due to a person's disability, and DHA can verify that the person was unable to notify DHA in accordance with the lease provisions, regarding absences, and if a suitable unit is available, DHA may reinstate the family as an accommodation if requested by the family.

Absence of any Member

Any member of the household will be considered permanently absent if he/she is away from the unit for forty-five (45) consecutive days or a total of 45 days within any 12-month period. The HA may waive this provision at its discretion.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, DHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than ninety (90) consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with DHA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than forty-five (45) consecutive days, he/she will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if he/she is incarcerated for three (3) consecutive months or ninety (90) days.

DHA will determine if the reason for incarceration is for drug related or violent criminal activity.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, DHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than forty-five (45) days from the date of removal of the child(ren), the unit size will be reduced to accommodate the new family composition in accordance with DHA's occupancy guidelines. If all children are removed from the

home permanently, the unit size will be reduced in accordance with DHA's occupancy guidelines.

Absence of Adult

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, DHA will treat the adult as a visitor for the first fourteen (14) days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, and the caretaker qualifies under Tenant Suitability criteria, the lease will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, DHA will review the statue at thirty (30) day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, DHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until determination of custody is made.

DHA will transfer the lease to the caretaker, in the absence of a court order, if the caretaker qualifies under the Tenant Suitability criteria and has been in the unit for more than forty-five (45) days and it is reasonable to expect that custody will be granted.

When DHA approves a person to reside in the unit as caretaker for the child(ren), the income should be counted pending a final disposition. DHA will work with the appropriate service agencies to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than one (1) month, the person will be considered permanently absent.

The family will be required to notify DHA in writing within ten (10) days when an adult family member leaves the household for any reason. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

Time extension will be granted as an accommodation, upon request by a person, with a disability.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

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

Visitors

Any adult, not included on the HUD 50058, who has not been in the unit more than fourteen (14) consecutive days, or a total of thirty (30) days in a twelve month period, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence on any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or DHA staff will be considered in making the determination.

DHA may utilize any and all available resources in making determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and DHA will evict the family since prior approval was not requested for the addition.

Minors and college students who were part of the family, but who now live away from home during the school year and are not considered members of the household may visit for up to forty-five (45) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than forty-five (45) days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to DHA

Reporting changes in household composition to DHA must be made in compliance with the lease provision requirements regarding adding household members. It is the resident's responsibility to report, in writing to DHA, any proposed additions or deletions from the household, due to any reason whatsoever, for approval or denial by DHA.

If the family does not obtain prior written approval from DHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to DHA in writing within ten (10) days of the maximum allowable time.

Families are required to report any proposed additions to the household in writing to DHA, which is subject to approval or denial by DHA.

An interim reexamination will be conducted for any additions to the household.

Reporting Absences to DHA

If a family member leaves the household, the family must report this change to DHA, in writing, within ten (10) days of the change and certify as to whether the member is temporarily absent or permanently absent.

DHA will conduct an interim evaluation for changes, which affect the TTP in accordance with the interim policy.

E. AVERAGING INCOME

When annual income cannot be anticipated for a full twelve months, DHA may:

Average known sources of income that vary to compute an annual income.
Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year, will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

F. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every one hundred and twenty (120) days.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

DHA will periodically request credit checks and labor employment reports for all adult members of families that report zero income.

When zero income is reported and where credit reports show credit accounts open payments current or employment wages, DHA will take action to investigate the possibility of fraud or program abuse.

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, DHA will recalculate the Total Tenant Payment.

1. Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member.

H. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household shall be counted as income for the purpose of calculation of the Total Tenant Payment.

A contribution or gift received periodically with any frequently will be considered a regular contribution or gift, unless the amount is less than $100.00 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter on “Verification Procedures,” for further definition.)

If the family’s expenses exceed its known or reported income, the DHA will question the family about contributions and gifts.

I. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, DHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

DHA will accept as verification that the family is receiving an amount less than the award if:

DHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action field through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply a certified copy of the divorce decree.

J. LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump-sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

DHA will calculate prospectively if the family reported the payment within ten (10) days and retroactively to date of receipt if the receipt was not reported within that time frame.

If amortizing the payment over one year will cause the family to pay more than thirty (30) percent of the family's adjusted income (before the lump sum was added) for Total Tenant Payment. DHA and family may enter into a Payment Agreement, with the

approval of the Property Management Director, for the balance of the amount over the thirty (30) percent calculation. The beginning date for this Payment Agreement will start as soon as the first of the month following a thirty (30) day period.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

K. CONTRIBUTIONS TO RETIREMENT FUNDS-ASSETS

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

1. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

2. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

DHA must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. DHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

DHA's minimum threshold for counting assets disposed of for less than Fair Market value is five thousand ($5,000). If the total value of assets disposed of within the two-year period is less than five thousand ($5,000) they will be considered an asset.

M. CHILD CARE EXPENSES

Childcare expenses for children under thirteen (13) may be deducted from annual income if they enable an adult to work, attend school full time, or actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as childcare expenses.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare.

Childcare expenses must be reasonable. Reasonable is determined by what the average childcare rates are in DHA's jurisdiction.

Allowability of deductions for childcare expenses is based on the following guidelines:

Childcare to work:
The maximum childcare expense allowed must be less than the amount earned by the person enabled to work.

The person enabled to work will be the adult member of the household who earns the least amount of income from working.

Childcare for School:
The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).

Amount of Expense:
DHA will survey the local care providers in the community to determine what is reasonable. DHA will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, DHA may calculate the allowance using the guideline.

N. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Non-prescription medicines must be doctor-recommended in order to be considered a medical expense. A written recommendation from the recommending physician must be provided to DHA before consideration is given.

Non-prescription recommended medications will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

Acupressure, acupuncture and related herbal medicines, and chiropractic services will not be considered allowable medical expenses, unless prescribed by a physician.

O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

Proration of assistance must be offered to any mixed applicant or participant family. A mixed family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter titled "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The family's TTP will be calculated by:

1. Dividing the Family Maximum Subsidy by the number of persons in the family to determine Member Maximum Subsidy.

2. Multiplying the Member Maximum Subsidy by the number of eligible family members to determine Eligibility Subsidy.

3. Subtracting the amount of Eligibility Subsidy from the applicable Maximum Rent for the unit the family occupies to get the family's Revised Total Tenant Payment.

P. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, DHA will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, DHA will use the gross amount of the benefit, before the reduction in benefit occurred. If the family's benefits reduced due to failure to comply with TANF requirements then DHA will include an amount equal to the previous TANF benefit to compute income, before the reduction in benefit occurred.

Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

If the cost of utilities (excluding telephone) is not included in the Tenant Rent, a utility allowance will be deducted from the total tenant payment The Utility allowance is

intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption of utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, DHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the resident.

Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

When the supplier of utilities offers a budget or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in the cost of utilities and ensures adequate heat in the winter. If the family is receiving TANF, DHA will encourage the family to consider vendor payment plan for rent and utilities.

When a resident makes application for utility service in his/her own name, he or she must sign a third party notification agreement so that DHA will be notified if the resident fails to pay the utility bill.

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for lease termination and possible subsequent eviction.

R. EXCESS UTILITY PAYMENTS

Residents in units where DHA pays the utilities may be charged the excess cost for excess utilities if additional appliances or equipment are used in the unit or if the resident uses more than the utility consumption allowed by DHA. This charge shall be applied as specified in the lease.

S. FLAT RENTS

An amount established by the Authority that reflects reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve.

Flat rents are the amount of tenant rent based on the market value of an apartment, as determined by DDHA. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued Residents who are attempting to become economically self-sufficient. It is also proposed that DDHA periodically review its flat rents, at least annually, in an attempt to stay consistent with the current market.

Each resident shall have the right to select one of two methods by which DHA will determine their rent.

- Income-based Method:
  The rental amount based on the household income and other information reported to DHA by the Resident.

- Flat Rent Method:
  The rental amount based on the DHA-determined flat rent for the apartment.

The selection is the Resident's option and will be made at the time the Resident initially leases with the DHA or at his/her annual reexamination and corresponding lease renewal. A resident that chooses the Flat rent may change the basis on which the rent is calculated at any reexamination and once during any twelve (12) month period.

These flat rents are current as of January 01, 2002, but are subject to change by action of the HA without the necessity to amend or revise this ACOP. DHA utilizes flat rents as follows:

As a result the above, please find attached the proposed flat rents for the Housing Authority of the City of Decatur and the Housing Authority of the County of DeKalb's Public Housing sites.

TOBIE GRANT MANOR (DeKalb HA)

Unit Size:	Square Feet:	DeKalb PSF Avg.	Based On DeKalb Avg.	DeKalb Co. Avg. Rents:	Current Ceiling:	Proposed Rate:	
						PSF. <15%>	RENT:
1 Bedroom	614 SF	$ 0.86	$ 528.00	$ 652.00	$ 350.00	$ 0.58	$ 356.00
2 Bedroom	747.5 SF	$ 0.68	$ 508.00	$ 754.00	$ 405.00	$ 0.58	$ 434.00
3 Bedroom	954 SF	$ 0.61	$ 582.00	$ 844.00	$ 445.00	$ 0.52	$ 496.00
4 Bedroom	1,182 SF	$ 0.52	$ 615.00	Not Avail.	$ 485.00	$ 0.44	$ 520.00
5 Bedroom	1,352 SF	$ 0.49	$ 662.00	Not Avail.	$ 525.00	$ 0.40	$ 541.00

JOHNSON FERRY EAST (DeKalb HA)

Unit Size:	Square Feet:	DeKalb PSF Avg.	Based On DeKalb Avg.	DeKalb Co. Avg. Rents:	Current Ceiling:	Proposed Rent:	
						PSF. <15%>	RENT:
1 Bedroom	636 SF	$ 0.86	$ 528.00	$ 652.00	$ 350.00	$ 0.58	$ 369.00
2 Bedroom – lower	1,011.5 SF	$ 0.68	$ 688.00	$ 754.00	$ 405.00	$ 0.58	$ 587.00
2 Bedroom – upper	1,011.5 SF	$ 0.68	$ 688.00	$ 754.00	$ 405.00	$ 0.58	$ 587.00
2 Bedroom – twhm.	1,064 SF	$ 0.68	$ 724.00	$ 754.00	$ 405.00	$ 0.58	$ 724.00

ALLEN WILSON TERRACE (Decatur HA)

Unit Size:	Square Feet:	DeKalb PSF Avg.	Based On DeKalb Avg.	DeKalb Co. Avg. Rents:	Current Ceiling:	Proposed Rate:	
						PSF. <15%>	RENT:
1 Bedroom	567 SF	$ 0.86	$ 528.00	$ 652.00	$ 330.00	$ 0.58	$ 329.00
2 Bedroom	729 SF	$ 0.68	$ 508.00	$ 754.00	$ 385.00	$ 0.58	$ 423.00
3 Bedroom	837 SF	$ 0.61	$ 582.00	$ 844.00	$ 445.00	$ 0.52	$ 485.00

SWANTON HEIGHTS (DeKalb HA)

Unit Size:	Square Feet:	DeKalb PSF Avg.	Based On DeKalb Avg.	DeKalb Co. Avg. Rents:	Current Ceiling:	Proposed Rent:	
						PSF. <15%>	RENT:
0 Efficiency	430.5 SF	$ 1.13	$ 486.00	$ 603.00	$ 265.00	$ 0.58	$ 250.00
1 Bedroom	620.3 SF	$ 0.86	$ 533.00	$ 652.00	$ 330.00	$ 0.58	$ 360.00
2 Bedroom	870 SF	$ 0.68	$ 592.00	$ 754.00	$ 385.00	$ 0.58	$ 505.00
3 Bedroom	1,092 SF	$ 0.61	$ 666.00	$ 844.00	$ 436.00	$ 0.52	$ 569.00
4 Bedroom	1,334 SF	$ 0.52	$ 694.00	Not Avail.	$ 455.00	$ 0.44	$ 587.00
5 Bedroom	1,508 SF	$ 0.49	$ 739.00	Not Avail.	$ 490.00	$ 0.40	$ 603.00

CHAPTER 7

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by DHA. Applicants and program tenants must furnish proof of their statements whenever required by DHA, and the information they provide must be true and complete. DHA's verification procedures are designed to meet HUD requirements and to maintain program integrity. This Chapter explains DHA's procedures and standards for verification of preferences, income assets, allowable deductions, family status, and when there are changes in family members. DHA will ensure that proper authorization for release of information has been obtained from the family before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

DHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written: DHA's first choice is a written third party verification to substantiate claims made by an applicant or resident.

2. Third-Party Oral: DHA may also use telephone verifications.

3. Review of Documents: DHA will review documents, when relevant,, to substantiate the claim of an applicant or resident.

4. Certification/Self Declaration: A notarized certification will be accepted when no other form of verification is available.

For applicants, verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are not considered third party written verifications.

DHA will accept verifications from the following sources delivered by the family:

Drivers License, that displays SSN

Identification Card issued by a Federal, State or Local Agency
Earning statements or payroll stubs
Bank statements
Retirement benefit letter
Social Security Administration
Veterans Administration
Welfare Assistance
Unemployment Compensation Board
City or County Courts
Pharmacies for prescription drugs

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted Form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, DHA will compare the information to any documents provided by the family. If provided by telephone, DHA must originate the call or verify the authenticity of the call.

Review of Documents

In the event that the third-party written or oral verification is unavailable, or the information has not been verified by the third-party within eight (8) weeks, the DHA will note the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained **in** the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted Form.

DHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

Printed wage stubs
Computer print-outs from the employer
Signed letters (provided that the information is confirmed by phone)
Other documents noted in this Chapter as acceptable verification

DHA will accept Faxed documents.

DHA will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, DHA will utilize the third party verification.

Self-certification means a notarized statement that must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the **HUD Form 9886, Authorization for Release of Information.**

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

It is a family obligation under tenancy to supply any information requested by the DHA or HUD. Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of tenancy.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

D. ITEMS TO BE VERIFIED

All income, not specifically excluded by the regulations, must be verified. Including but not limited to:

Zero-income status of household.

- Zero-income applicants and residents will be required to complete a family expense form at each certification or re-certification interview.

Full-time student status, including High School students, who are 18 years of age or over.

Current assets including assets disposed of for less than fair market value in preceding two years.

Childcare expenses where it allows an adult family member to be employed or to further his/her education, if the childcare expense does not exceed the income earned by that adult family member and there is not an unemployed able bodied

adult member remaining in the unit during the employed family member's working hours.

Total medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus, which allow an adult family member to be employed.

Legal Identity.

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members 2 years of age or older.

"Preference" status based upon Local preferences.

Familial status when needed for head or spouse definition.

Disability for determination of preferences, allowances or deductions.

E. VERIFICATION OF INCOME

This section defines the typical methods DHA will use to verify various types of income.

Employment Income

Verification forms requesting the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during the next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.

3. W-2 forms income tax return forms 1040 E or 1040 EZ.

4. Income tax returns signed by the family may not be used for verifying self-employment income, or income from tips and other gratuities.

In cases where there are questions about the validity of information provided by the family, DHA can/will require the most recent federal income tax statements.

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, but are not limited to:

1. Verification form completed by the unemployment compensation agency.

2. Computer printouts from unemployment office stating payment date and amounts.

3. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, but are not limited to:

1. DHA verification form completed by payment provider.

2. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

Alimony or Child Support Payments

Acceptable methods of verification include, but are not limited to:

1. Copy of a separation or settlement agreement or a divorce decree stating amount, type of support and payment schedules.

2. A notarized letter from the person paying the support, stating the amount, type of support, and payment schedule.

3. Copy of the latest check and/or payment stubs from Court Trustee, DHA must record the date, amount, and number of the check.

4. Family's notarized self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

5. If payments are irregular, the family must provide:

    - A copy of the separation or settlement agreement, or a divorce decree starting the amount and type of support and payment schedules.

    - A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

    - A notarized affidavit from the family indicating the amount(s) received.

    - A welfare notice of action showing amounts received by the welfare agency for child support.

    - A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business

In order to verify the net income from a business, DHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include, but are not limited to:

1. IRS Form 1040, including:
   Schedule C (Small Business)
   Schedule E (Rental Property Income)
   Schedule F (Farm Income)

2. If accelerated depreciation was used on the tax return or financial statement, an accountant's
   calculation of depreciation expense, computed using straight-line depreciation rules.

3. Audited or unaudited financial statement(s) of the business.

4. Family's self-certification as to net income realized from the business during previous years.

Childcare Business

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), DHA will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child(ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, frequency of payment and signature of person.

If the family has filed a tax return, the family will be required to provide it.

If childcare services were terminated, a third party verification will be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification, which contains the following information:

The person who provides the gifts
The value of the gifts
The regularity of the gifts
The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

DHA will request information from the State Labor Department.

DHA will request all adult family members to execute a HUD Form 9886, Authorization for the release of Information.

DHA may request information from the IRS, the Department of Labor and agencies to verify zero income status of an applicant or resident.

Full-Time Student Status

Only the first $480 of the earned income of fulltime students 18 years of age or older, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes, but is not limited to:

1. Written verification from the registrar's office or other school official.

2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, but are not limited to:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or DHA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution provided that the DHA must adjust the information to project earnings expected for the next 12 months.

G. VERIFICATION OF ASSETS

Family Assets

The DHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash) as follows:

1. Verification forms, letters, or documents from a financial institution or broker.

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

3. Quotes from a stockbroker or real estate agent as to the net amount the family would receive if they liquidated securities or real estate.

4. Real estate tax statements if the approximate current market value can be deducted from assessment.

5. Financial statements for business assets.

6. Copies of closing documents showing the selling price and the distribution of the sales proceeds.

7. Appraisals of personal property held as an investment.

Assets disposed of for less than Fair Market Value (FMV) during two years preceding effective date of certification or re-certification.

1. For all Certifications and Re-certifications, DHA will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification.

2. If the family certifies that they have disposed of assets for less than fair market value (FMV), verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Childcare Expenses

1. Written notarized verification from the person who receives the payments is required. If the child care provider is an individual, he/she must provide a statement of the amount and frequency of payment they are charging the family for their services.

2. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical and Handicapped Assistance Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

4. For attendant care:

    a. Reliable and knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

    b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

7. Receipts or other record of medical expenses incurred during the past 12 months can be used to anticipate future medical expenses. DHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

8. DHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

1. In All Cases:

   (a) Written certification from a reliable and knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
   (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

   (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
   (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

   (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
   (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verifying of Legal Identity

In order to prevent program abuse. DHA will require applicants to furnish verifications of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers

- Church issued baptismal certificate
- Current Driver's License
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records
- Drivers License including the Social Security Number

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship:
- Official identification showing names
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:
- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency
- School records

Evidence of a stable family relationship:

Joint bank accounts or other shared financial transactions

Leases or other evidence of prior cohabitation

Verification of Permanent Absence of Adult Member

If an adult member, who was formerly a member of the household, is reported permanently absent by the family, DHA will consider any of the following as verification:

1. Husband or wife institutes divorce action.

2. Husband or wife institutes legal separation.

3. Order of protection/restraining order obtained by one family member against the other.

4. Proof of another home address, such as social services or a written statement from the landlord or manager that the adult family member is no longer living in that location.

5. Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.

6. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

DHA may verify changes in family composition (either reported or unreported).

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehabilitation specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants

must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while DHA hearing is pending.

(a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

(b) Eligible Immigrants who were tenants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

(c) Non-citizens with eligible immigration status must sign a declaration of status and verification consent from and provider their original immigration documents, which are copied front and back and returned to the family. DHA verifies the status through the INS SAVE system. If this primary verification fails to verify status. DHA must request within ten (10) days that the INS conduct a manual search.

(d) Family members who do not claim to be citizens or eligible immigrants must be listed on a statement of non-contending family members signed by the head of household or spouse.

(e) Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of non-contending members.

Failure to Provide. If an applicant or tenant family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For tenant families, it is done at the first regular re-certification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated.

Extensions of time to Provide Documents.
DHA will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration.

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be retained for five years.

DHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members six and over if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration.

If a family member cannot produce a Social Security Card, only the documents listed below showing his/her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- A valid driver's license
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records (real estate, tax notices, marriage, divorce, judgment or bankruptcy records)
- Verification of benefits or SSN from Social Security Administration

New family members ages two and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to DHA.

If an applicant or tenant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or tenant must sign a certification to that effect provided by DHA. The applicant/ tenant or family member will have an additional sixty (60) days to provide the Social Security Number. If they fail to provide this documentation, the family's tenancy will be terminated.

In the case of an individual at least 62 years of age, DHA may grant an extension for an additional sixty (60) days to a total of one hundred twenty (120) days. If, at the end of this time, the elderly individual has not provided documentation, the family's tenancy will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect or show proof of application.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable medical professional in the field of the origin of the request.

J. VERIFICATION OF SUITABILITY FOR ADMISSION

Applicants who have a history, due to a lack of willingness to meet financial obligations of previous tenancies will be denied admission.

Applicants who show a history of disturbance of neighbors or the inability to abide by house rules will be denied admission.

Applicants who have a history of drug related or criminal activity within the past ten (10) years will be denied admission.

Applicants who have a record of eviction from housing or involuntary termination from residential programs, taking into account date and circumstances, will be denied admission.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the DHA's lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission.

Applicants who have a history of damage or destruction of property, or unsanitary housekeeping habits at present or prior residences that may adversely affect the health safety, or welfare of other tenants or neighbors will be denied admission.

Ability to meet financial obligations under the lease

All applicants will be subject to the following procedures to ensure their ability to meet financial obligations under the lease:

All applicants will be interviewed and asked questions about the basic elements of tenancy.

DHA will conduct a detailed interview of all applicants during which an evaluation will be made between income and expenditures.

DHA may access a Credit Report on head of household prior to selection.

DHA will determine if applicants owe any monies to previous tenancy or from participation in any HUD housing program.

Drug-Related or Violent Criminal Activity

DHA will complete a criminal background check of all adult members in the household.

Housekeeping Habits

DHA will obtain references from prior landlords for the previous three (3) years to determine acceptable housekeeping standards.

DHA may conduct a home visit prior to admission.

Applicants are required to attend pre-occupancy or leasing orientation classes as a condition of admission.

K. VERIFICATION OF WAITING LIST PREFERENCES

Local Preferences:

1. **Residency Preference**:
   For families who live, work or have been hired to work in the jurisdiction of DHA. Families who are unable to work due to age or disability automatically qualify for this preference.

   In order to verify that an applicant is a resident, DHA will require any combination of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, drivers licenses, voters

registration records, credit reports, or statement from household with whom the family is residing.

For families who have been hired to work in the jurisdiction of DHA, a statement from the employer will be required.

2. **Working Preference:**
This preference is available for families with at least one adult member who is employed. DHA will require a statement from the employer.

3. **Educational/Training Tenants:**
This preference is available for families who are residents residing in DeKalb County and participating graduates of or tenants in educational or training programs designed to prepare the individual for the job market. DHA will require a statement from the agency or institution providing the education or training.

4. **Involuntary Displacement**
   a. Family residing in DeKalb County who has been displaced due to either a disaster or government action, including but not limited to condemnation of most recent residence. Written verification by the displacing unit or agency of government, (or a service agency such as the Red Cross) will be required. The action must have occurred within ninety (90) days of the application date

   b. Families who claim they are being or have been displaced due to domestic violence:

      Written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims will be required.

      The family must certify that the abuser will not return to the household without the advance written approval of the DHA. Before giving approval, DHA will require verification of the following:

      That the family members involved have been through a counseling program and the service provider believes that reconciliation is likely.

      Statement from social worker, psychologist, or other professional familiar with the abuser that he/she has received counseling/treatment and is unlikely to continue the abuse.

   c. Families who are displaced while under participation of any Federal, State or Local Witness Protection Program.

CHAPTER 8

TENANT SELECTION AND ASSIGNMENT PLAN

INTRODUCTION

It is DHA's policy that each applicant shall be assigned an appropriate place on the waiting list. Applicants will be listed in sequence based upon date and time the application is received, the size and type of unit they require, and factors of preference or priority. In filling an actual or expected vacancy, DHA will offer the dwelling unit to an applicant in the appropriate sequence until it is accepted. This chapter describes DHA's policies with regard to the number of unit offers that will be made to applicants selected from the waiting list.

A. METHOD OF SELECTION

Preference Selections

There will be Local Preference Admissions.

Every fiscal year, each HA must reserve a minimum of 40 percent (40%) of its public housing new admissions for families "whose incomes do not exceed 30 percent (30%) of the area median income.

Plan for Unit Offers

The plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, disability, religion, or national origin is:

Under this plan the first qualified applicant in sequence on the waiting list will be made an offer of a unit of the appropriate size.

If more than one unit of the appropriate type and size is available, the first unit to be offered will be the first unit that is ready for occupancy.

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

Upon offer of a unit, the Applicant will have three (3) working days from the date of the letter sent to accept or reject the unit. If the Applicant refuses the unit offered, the applicant will be dead filed and the Applicant will have to reapply. Failure to give an answer within the prescribed time period shall be counted as refusal of the offer and treated accordingly.

Acceptance of Unit

Applicants must accept a unit offer within three (3) working days of the date the offer is made. Offers made over the telephone will be documented in the applicant file. If unable to contact an applicant by telephone. DHA will send a letter via regular mail.

If the applicant presents satisfactory evidence that acceptance of any offered unit will result in undue hardship not related to race, color, or national origin, the refusal shall not count as a refusal of the offered unit.

Upon acceptance of the offer, the Applicant will be assigned a deadline to move-in. Before the end of this period, the Applicant must complete all outstanding pre-occupancy requirements, such as a joint unit inspection, establishment of utility service, leasing interview and lease execution. Normally, this deadline will be within three (3) working days of acceptance of the offer, but may be extended a maximum of five (5) additional days at the discretion of DHA when necessary to alleviate hardship. Failure to complete the move in requirements within the assigned period will result in withdrawal of the offer and the application will be dead filed and the applicant will have to re-apply.

A Security Deposit is required from each Applicant upon move-in. The amount and method of payment is set by DHA and revised at DHA's discretion. Security Deposits are handled in accordance with the requirements of State Law, however, if an Applicant pays a Security Deposit on a unit and, later, does not move into the unit, the DHA shall charge the Applicant the thirty (30) day "Notice to Vacate" that is required of Residents.

A Pet Deposit is required from each Resident who has an approved pet, in accordance with the DHA's adopted Pet Policies. All residents are not permitted to have pets. Pet Deposits are handled in accordance with the PHA's Pet Policies.

Applicants Unable to Take Occupancy

- If an applicant is willing to accept the unit offered, but is unable to take occupancy at the end of the offer for "good cause," the applicant will not be removed from the waiting list.

- Examples of "good cause" reasons for refusal to take occupancy of a housing unit include, but are not limited to:

- Applicant's inability to pay security deposit and first month's rent within the time limit for acceptance of unit.

- Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drops out of an educational instruction or a job-training program.

- Mid year school transfer.

- A qualified, knowledgeable, health professional verifies that temporary hospitalization or recovery from illness exists for the principle household members, or if a live-in aide is necessary to care for the principle household member.

- The unit is inappropriate for the applicant's disabilities.

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

Applicants with a Change in Family Size or Status

Reporting changes in family composition, status, or income between the time of the interview and the offer of a unit are the responsibility of the applicant. DHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

CHAPTER 9

LEASING

INTRODUCTION

It is DHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations[24 CFR Part 966]. This chapter describes pre-leasing activities and the DHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. LEASE ORIENTATION

Prior to execution of the lease a DHA representative(s) will provide a lease orientation to the family head and spouse, where applicable. The orientation may be conducted with more than one family.

The family must attend a lease orientation session before taking occupancy of the unit. Where the head of household and all family members 18 and up will listen to the lease on audio tape.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

A copy of DHA's lease and grievance procedure
A copy of DHA's House Rules

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges;
Provisions of the Lease;
Orientation to the community;
Unit maintenance and work orders procedures and will be given an emergency number for after hour maintenance emergencies and a list of what are considered emergencies;
Housekeeping Standard(s);
Explanation of occupancy forms;
Terms of occupancy;
Resident Services provided services

B. EXECUTION OF LEASE

The lease shall be executed by the head of household and spouse and all other adult members of the household, and by an authorized representative of DHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and one will be retained by DHA in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current DHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

1. A lease is executed at the time of admission for all new residents.

2. A new lease or addendum is executed at the time of the transfer of a resident from one Housing Authority unit to another.

3. Lease signers must be persons legally eligible to execute contracts.

4. The names of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

5. Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by DHA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

6. Households, which include a Live-In Attendant, are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant.

DHA may modify its form of lease from time to time, giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes unless mandated for immediate implementation by HUD. A resident's refusal to accept a permissible and reasonable lease modifications, or those modifications required by HUD is grounds for termination of tenancy.

C. ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by DHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, DHA will conduct a pre-admission screening of the proposed new member. Only new members approved by DHA will be added to the household.

1. Household additions subject to screening:

   Resident plans to marry and wishes to add their prospective spouse. If a resident marries, their newly wedded spouse is not automatically added to the lease, but must go through the same screening process as new applicants;

   Resident desires to add a new family member to the lease, employ a live-in aide; or take in a foster child(ren).

   A family member previously on the lease who has been absent from the unit for more than ninety (90) days.

2. Factors determining household additions which are not subject to screening:

   Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions which may be subject to screening, depending on DHA discretion:

   - Children below the age of eighteen (18), under which Juvenile Justice records are made available, who are added through a kinship care arrangement, are not exempt from the pre-screening process.
   - DHA may request that the public housing resident provide HA with a signed consent form from the parent(s) or legal guardian allowing DHA to check the juvenile records of the child. Sources to be checked may include any of the following:
   - School Records (attendance/behavior)
   - Juvenile Probation/Court Records
   - Police Records
   - Medical Records

4. In cases where the addition of a new member who has not been born, married, or legally adopted into the family, and the addition will affect the bedroom size required by the family, according to DHA occupancy standards, DHA will not approve the addition unless the addition is a reasonable accommodation for an elderly, handicapped, or disabled person.

5. DHA will not approve adding a family consisting of more than one member to the lease. Such applicants will be encouraged to apply to the waiting list.

6. Residents who fail to notify DHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by DHA, and the entire household will be subject to eviction.

7. Family members age 18 years and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify DHA of the move-out within 14 days of its occurrence.

DHA, in re-admitting an individual to the unit, will consider medical hardship or other extenuating circumstances.

8. The family must request DHA approval prior to visitors arriving who will be residing in the unit more than fourteen (14) consecutive days or thirty (30) total days in a twelve (12) month period.

Visitors who remain beyond this point shall constitute a breach of the lease.

9. Boarders and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former resident of DHA who has been evicted, or for which eviction action was initiated, to occupy the unit for any period of time.

Residents must advise DHA when they will be absent from the unit for more than thirty (30) days and provide a means for DHA to contact the resident in the event of an emergency.

D. <u>LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES</u>

Before offering a vacant accessible unit to a non-disabled applicant, DHA will offer such units:

1. to a current occupant of another unit of the same development, or other public housing developments under DHA's control, who has a disability that requires the special features of the vacant unit.

2. to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

3. When offering an accessible/adaptable unit to a non-disabled applicant, DHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

E. UTILITY SERVICES

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain uninterrupted utility services during tenancy is a lease violation and grounds for eviction.

Non-payment of excess utility charge payments to DHA is a violation of the lease and is grounds for eviction.

F. SECURITY DEPOSITS

New residents must pay a security deposit to DHA at the time of admission. Residents with pets must pay a pet deposit, as specified in chapter ten (10) of this policy.

The amount of the security and/or pet deposit required is specified on the lease and in this policy.

DHA may permit installment payments of security deposits when a new resident demonstrates a financial hardship to the satisfaction of DHA. However, no less than 50% of the required deposit must be paid before occupancy.

The remainder of the deposit must be paid within 60 days of move-in. A minimum of 25% must be paid each month or thirty-day period.

DHA will hold the security deposit for the entire period the resident occupies the unit.

DHA will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent;

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear;

Other charges under the Lease.

DHA will refund the Security Deposit less any amounts owed, within 30 days after move out and resident's notification of new address.

DHA will refund the Security Deposit and/or Pet Deposit to the resident, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit.

DHA will provide the resident or designee identified above with a written list of any charges against the security or pet deposits. If the resident disagrees with the amount charged to the security or pet deposits, DHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to DHA. All keys to the unit must be returned to the Management upon vacating the unit.

DHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident transfers to another unit, DHA will transfer the security deposit to the new unit. The resident will be billed for any maintenance or other charges for the unit they transferred from.

G. RENT PAYMENTS

The resident's rent is due and payable at DHA-designated locations on the 1st of every month. No later than the 5th business day. Rent left in the drop box after the close of business on the 5th business day will be accepted, but will be considered late and a ten-dollar, $10.00 late fee will be charged to the resident.

If DHA does not receive payment by the agreed upon date, the resident's file will be forwarded to the Eviction Review Board for review,

H. FEES AND NONPAYMENT PENALTIES

Any check which is given for payment and which is returned for insufficient funds shall be returned to the resident and shall be considered delinquent rent and the late fee of ten dollars $10.00 for delinquent rent shall apply. A charge as established periodically by the Authority will be assessed against the resident for checks, which are returned for non-

sufficient funds (NSF), or checks written on a closed account. Late fees and returned check fees shall be considered as additional rent due and payable under the lease. Returned checks must be redeemed by cashier's check or money order within three (3) days of Notice of returned check. Management will reserve the right to request all future rental payments to made by cashier's check or money order.

I. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, and utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and residents upon request.

J. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

Hand delivered to the dwelling unit
Posted in conspicuous places throughout the affected property(s).

Any modifications of the lease must be accomplished by a written addendum to the lease.

K. CANCELLATION OF THE LEASE

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

L. INSPECTIONS OF PUBLIC HOUSING UNITS

1. Initial Inspections

DHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by DHA and the resident, will be kept in the resident file.

Only the head of household may sign the inspection form.

2. Vacate Inspections

DHA will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance to the unit and whether there are damages that exceed normal wear and tear. DHA will determine if there are resident caused damages to the unit. Resident caused damages may affect return of part or all of the family's security deposit.

The move-out inspection also assists DHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

The resident is encouraged to participate in the move-out inspection. Failure to participate in the move out inspection process by the resident waives all rights to appeal any damages to the unit listed as resident caused damage on the move-out inspection form.

3. Annual Inspections

DHA will inspect all units annually using HUD's Housing Quality Standards (HQS) as a guideline (or similar standards adopted by HUD).

4. Preventive Maintenance Inspections

Preventive maintenance inspections will be preformed by DHA on a regular basis depending on funding for the inspections being included in the appropriate budget(s).

5. Management Inspections

The Property Manager may conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which DHA can be of service to the family.

6. Housekeeping Inspections

The Property Manager may conduct periodic housekeeping inspections to determine the condition of the unit and to identify problems or issues in which DHA can be of service to the family.

7. Special Inspections

HUD representatives or local government officials may review DHA operations periodically and as a part of their monitoring may inspect a sampling of DHA's inventory.

8. Emergency Inspections

If any employee and/or agent of DHA has reason to believe that an emergency exists in the unit, an emergency inspection will be done without notification to the family. The person(s) who enters the unit will leave a written notice to the resident explaining the reason the unit was entered and the date and time.

The following items are to be considered emergency in nature and require correction within 24 hours by either DHA or the resident:

a. broken lock on entry door
b. broken window with shattered glass
c. escaping gas
d. plumbing leaks which have the capacity to create flooding or cause damage
e. natural gas leaks or the smell of fumes
f. electrical situation which could result in shock or fire
g. refrigerator inoperable
h. toilet inoperable and only one toilet exists in the unit
i. smoke alarm inoperative

9. Entry of Premises Notices

DHA will not give prior written notice for emergency inspections.

Non-emergency entries to the unit will be made during reasonable hours of the day.

DHA will give the family at least 48 hours written notice before entering the unit for reasons other than the annual inspection and maintenance request by the resident. Reasons DHA will enter the unit are:

Inspections and maintenance
To make improvements and repairs (unless the repairs are requested by the resident through a work order)
To show the premises for leasing
In cases of emergency

Where DHA is conducting regular annual examinations of its housing units, the family will receive adequate notice of the inspection to allow the family to prepare for the inspection.

A written notice specifying the purpose for non-emergency entry into the unit will be delivered to the premises at least 2 days before entry.

10. Family Responsibility to Allow Inspection

DHA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight (48) hour written notice will be considered reasonable in all cases.

The resident is notified of the inspection appointment by mail. The family must call DHA at least twenty four (24) hours before the inspection, if necessary.

DHA will reschedule the inspection no more than twice unless the resident has a verifiable medical reason which has hindered the inspection. DHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and DHA will begin lease termination procedures giving the resident thirty (30) days notice to vacate the premises.

CHAPTER 10

PET POLICY AND PROCEDURES FOR DDHA RESIDENTS

INTRODUCTION

DDHA residents, who desire to keep a pet (as later defined in this Pet Policy) in his or her apartment, may only do so in strict accordance with the procedures set forth in this Pet Policy. All other residents are prohibited from keeping pets in their apartments, in their yards, around their apartment or in or around any DDHA property.

A. APPLICABILITY:

This policy ("Policy") is applicable for all DDHA owned or managed communities that have been approved for common household pets, including those that have units designated as elderly, handicapped or disabled and family communities.

B. DEFINITION OF COMMON HOUSEHOLD PET:

"Common household pet" or "pet" means a DDHA recognized domesticated animal which, for the purpose of this Policy, shall be confined to a dog, cat, bird or fish that is kept in the home for pleasure. The pet can not be used for any commercial purposes, and each pet must otherwise meet the requirement of this Policy.

Notwithstanding the foregoing, the term "Common household pets" or "pets" exclude:

1. Birds of prey with an overly aggressive nature.

2. Any cat with an overly aggressive nature or any cat with a known or suspected propensity, tendency or disposition to unprovoked attacks, or any cat, which actually attacks, or threatens to attack, a resident, visitor, guests or DDHA staff member.

3. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained or training for dog fighting; or

4. Any vicious and/or intimidating dogs. The terms "vicious" or "intimidating dog shall mean:

5. Any dog with a known or suspected propensity, tendency or disposition to unprovoked attacks that cause injury, or any dog that otherwise endangers the safety of human beings or domestic animals.

6. Any dog which approaches any person in an apparent attitude of attack upon the streets, sidewalk or any community grounds or places.

7. Any dog which, when unprovoked, in a vicious or terrorizing manner approaches any person in an apparent attitude of attack upon the streets, sidewalks or any public grounds or places;

8. Any dog that bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal with or without provocation on public or private property, including but not limited to, a bite which occurs inside of the resident's apartment.

9. Any dog which actually or may reasonably endanger or threaten to endanger the safety of any resident, staff member, visitor or guest of or to a DDHA community.

C. <u>APPLICATION FOR PET PERMIT</u>:

1. Prior to housing any pet in a DDHA apartment, in a resident's yard, or on or about any DDHA
community, the resident shall apply to the management office of the community where the resident lives for a Pet Permit. The application must be accompanied by:

    i. A current animal or pet license or tag issued by the appropriate authority;

    ii. Evidence that the pet has been spayed or neutered as applicable: and

    iii. Current shot record from the resident's veterinarian or the DeKalb County Humane Society or other applicable county Humane Society evidencing that the pet has received current rabies and distemper inoculations or boosters, as applicable.

    iv. Such other evidence or documents as DDHA may require to ensure that the keeping of the proposed pet is in accordance with applicable

state and local public health, animal control, and animal anti-cruelty laws and regulations.

v. Such other evidence or documents as DDHA may require to ensure that the keeping of the proposed pet is in accordance with DDHA's Pet Policy and Procedures for DDHA residents.

2. The Resident shall indicate the tag with an identifying number by the Humane Society in DeKalb County or other applicable county Humane Society, or by a licensed veterinarian. Such tag is generally provided after a pet has received the appropriate inoculations. The pet's tag number along with the shot inoculation record shall be recorded at the management office and, if all other requests and conditions have been responsible for securing the identifying tag to the pet in such a way that the pet wears the tag at all times.

3. Any pet found outside of the dwelling unit unattended by the pet's owner or keeper will be considered stray animals and placed in custody of the DeKalb County Animal Control Center.

4. The Pet Permit shall be completed as prescribed by the form and signed by both the Resident and the Property Manager or designee.

D. PET DEPOSIT:

1. A pet deposit shall be required in the amount indicated below:

i. $325.00 for each cat or dog;
This fee is collected in the event it is necessary to clean/replace carpets and/or floors, fumigating apartment and common areas, replace tile, paint, repair window treatments, walls or doors, or other such repairs or replacements which are attributable to the pet being in the unit. The amounts for each of these charges are contained on DDHA Authority Wide Maintenance/Resident Charges Listing. Past experience has shown that such charges are approximately $300.00+.

ii. $240.00 for all birds in the same cage;
This fee is collected in the event it is necessary to clean/replace carpet, fumigating apartment, paint, repair window treatments, walls and doors, or other such repairs or replacements whish are attributable to the pet being in the unit. The amounts for each of these charges are contained on DDHA Authority Wide Maintenance/Resident Charges Listing. Past experience had shown that such charges are approximately $200.00+.

iii. $160.00 for all fish in a single aquarium over one (1) gallon capacity;

This fee is collected in the event it is necessary to clean/replace carpet, paint, repair water damage if the aquarium should fall or break, or other such repairs or replacements which are attributable to the pet being in the unit. The amounts of these charges are contained on the DDHA Authority wide Maintenance/Resident Charges Listing. Past experience has shown charges are approximately $140.00+.

2. DDHA shall refund the unused portion of the pet deposit, after subtracting any damages to the apartment, to the resident within a reasonable time after the resident moves from the community or a reasonable time after the resident no longer owns or keeps a pet in the apartment.

3. Current pet owners who: (I) already reside in DDHA property; (ii) have a current Pet Permit; and (iii) are in lease compliance must submit the appropriate pet deposit and fee within twelve (12) months from the date of notification by the property management office. Resident must submit twenty-five percent (25%) of the appropriate pet deposit within sixty (60) days of the date the resident received notification of the pet deposit with the balance due in equal payments over the next ten (10) months.

4. DDHA shall amend the Pet Policy in accordance with HUD regulations periodically. If an increase in the amount of the Pet Deposit is warranted, residents shall be notified, by letter, as to the amount and the effective date of the increase. The increase amount may be paid in full or in two monthly installments, depending upon the amount and as stipulated by the Authority.

5. When the pet is no longer in or about DDHA property, or upon termination of Resident's lease, DDHA will use the pet deposit to pay reasonable expenses directly attributable to the presence of the pet in the community, including, but not limited to the cost of repairs and replacement to, and fumigation of, the resident's apartment or DDHA common areas or grounds, and the cost of removing or disposing of pet pursuant to this Policy.

E. RULES AND REGULATIONS:

Number of Pets Allowed:

1. No household shall own or keep in their apartments or on any property owned by DDHA more then:

   i. one (1) dog;
   ii. one (1) cat;
   iii. two (2) aquariums;
   iv. one (1) bird cage containing not more than two (2) birds;

v. a combination in the aggregate of not more than: (i) one (1) dog or one (1) cat, and one (1) aquarium; or (ii) one (1) bird cage containing not more than two (2) birds and one (1) aquarium.

2. For the purpose of this Policy, fish in a single approved aquarium constitute one (1) pet. Also no more than two (2) birds in a single cage constitute one (1) pet.

Applicability of Rules and Regulation to Service Animals:

There shall be no charge for the registration of service animals while used as such by any person, provided: (i) that an affidavit or statement from a duly licensed and recognized physician certifying, in writing, that the service animal is required by the disabled person; (ii) that such service animal shall be vaccinated in compliance with The DeKalb County Animal Control Ordinance; (iii) that such animal is not "vicious", "intimidating", or "threatening" as is set forth under section II of this Policy. All such "service animals", although, not technically a "pet" shall adhere to all of the Rules and Regulations set forth in this Policy with exception of the rule regarding weight limitations of the "pet".

Rules and Regulations Related to all Pets:

1. The only permitted pets in and about DDHA communities are DDHA recognized domesticated dogs, cats, birds that are kept in approved birdcages, and fish that are kept in approved aquariums.

2. Residents shall not allow their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The term "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. Moreover, residents shall not permit their pets to become a nuisance. Any dog is declared a public nuisance, if such dog:

   a) Seriously disturbs a person or neighborhood by loud, frequent barking or howling. Generally, no management action will be taken against any person unless the complaint executes an affidavit indicating that he or she will testify in municipal court concerning such disturbance when notified of the date and time the matter is set for trial.

   b) Threatens or causes a condition which endangers public health.

3. If pets are left unattended for a period of twenty-four (24) hours or more, DDHA may enter the dwelling unit, remove the pet and transfer it to the proper authorities, subject to the provisions of Georgia state law and pertinent local or county ordinances. DDHA accepts no responsibility for the animal under such circumstances. DDHA will charge the Resident of the unattended pet a fee for the removal of the pet.

4. Resident shall not alter their apartment, patio or apartment area in order to accommodate a pet without the expressed written permission of DDHA.

5. Residents are responsible for all damages caused by their pets, including the cost of cleaning or replacement of carpets, floors, doors, cabinets, window coverings and/or the fumigation of units.

6. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of DDHA and may subject the resident to lease termination.

7. Should a resident's pet give birth to a litter or offspring, the resident shall remove all animals except one. Should the resident choose to keep one of the offspring, the resident must show a current license and shot record for the newly retained pet.

8. Each resident who has an approved pet must identify an alternate custodian of the pet in the event of resident illness or other significant absence from the dwelling unit. The identification of an alternate custodian must occur prior to DDHA's issuance of a Pet Permit.

9. Pets not owned by a resident shall ***NOT*** be kept on a temporary basis, absent the express written consent of the resident's Property Manager.

10. Pets must not be allowed to go onto the property of others and shall not constitute a nuisance to the pet owner's neighbors of neighbors to DDHA communities.

11. Pets must not hinder, interfere with, threaten or harass DDHA staff members, agents, contractors or service providers in the performance of their duties including but not limited to: (i) routine, non-routine and emergency maintenance in and about resident's unit; (ii) energy upgrade; (iii) building improvements; and (iv) routine and non-routine pest extermination or control activities. In no event may resident refuse to allow DDHA to perform such services due to the presence of a pet.

Rules and Regulations Related to Dogs and Cats:

1. The weight of a dog or cat shall not exceed 30 pounds (adult size). Service animal dogs, which are actually used as a service animal, pursuant to Section VI (B), are exempt from this rule.

2. All dogs and cats must be spayed or neutered, as applicable.

3. Any dog that bites, attacks or endangers the safety of humans without provocation is classified as potentially dangerous dog. The owner of such a dog

is subject to revocation of his/her permit, a fine, and/or legal action. A dog is **not** considered potentially dangerous or dangerous if it bites a human:

a) When its owner is being attacked;

b) Who is a willful trespasser on the property of the owner or who is committing another tort or crime; or

c) Who has tormented or abused the dog and such torment or abuse is documented.

4. Dogs and cats shall remain inside the resident's unit. No animals shall be permitted to be loose in hallways, lobby areas, Laundromats, community rooms, yards or other common areas of the development.

5. Residents may not allow dogs to go outside unless such dog is securely leashed with a leash no longer than four to six feet in length. It shall be the absolute responsibility of every owner, possessor or person who keeps any dog to prevent it from running at large upon sidewalks, vacant lots, or anywhere in the community. A dog shall be deemed to be running at large when off or away from the premises of the owner or keeper, or under the actual physical control by means of a leash, cord or chain. Dogs may not be leashed to inanimate objects such as trees, posts, buildings, cars, etc.

6. Dogs and cats, and as applicable, birds, must be licensed yearly by a licensed veterinarian or the DeKalb County Humane Society or other county Humane Society. Residents must show proof of annual rabies and distemper booster inoculations.

7. Residents must provide litter boxes for cat waste, which must be kept in the dwelling unit. Residents shall neither allow refuse from litter boxes to accumulate nor to become unsightly or unsanitary.

8. Residents are solely responsible for cleaning up pet droppings, if any, inside and outside the apartment and/or on the development grounds. Droppings must be disposed of by being placed in a bag and then placed in a dumpster/container outside the development building. Residents in violation will be subject to a maintenance fee charge of twenty-five ($25.00) for each offense. Multiple violations may also subject the resident to a revocation of the pet permit and/or lease termination.

9. Residents ***may not*** dispose of pet waste by any other ways other than those listed in this Policy.

Rules and Regulations Related to Birds:

A birdcage cannot be larger than 18 inches by 18 inches by 30 inches (18" x 18" x 30"). Birds must fit inside the cage.

Rules and Regulations Related to Fish:

An aquarium cannot be larger than thirty (30) gallons and must be watertight.

Pet Permit Renewal:

The Pet Permit shall be renewed at the annual recertification for each resident that keeps a pet in his or her dwelling unit. Copies of the current pet inoculations shall be required during recertification. DDHA Management will bring expired pet permits to the attention of the pet owners by written notice allowing the pet owner a grace of fifteen days to provide the management office with a current certificate of appropriate inoculations. Residents pet owners who do not have a current Pet Permit after being extended a fifteen (15) day grace period are in violation of their dwelling lease and must remove the pet immediately or be subject to lease termination.

Annual Pet Inspections:

At least once each year, each apartment that has a pet will be subject to an inspection by DDHA to determine what damage, if any, has occurred in the apartment as a result of the pet or pet's presence in the apartment. Should DDHA determine that damage to the apartment has occurred, DDHA shall provide a listing of damages and charge the resident for the repair of damages. The resident shall pay such charges when due, generally the first day of the second month after notification of the charges. Should the resident fail or refuse to pay the charges when due, such failure or refusal shall be grounds for revocation of the pet permit and for lease termination.

F. REVOCATION OF PET PERMIT:

The privilege of maintaining a pet in a DDHA apartment shall be subject to the rules set forth above. This privilege shall be revoked at any time, subject to DDHA's Grievance Procedures, if the animal becomes destructive, creates a nuisance, and represents a threat to the health, safety and/or security of other residents.

G. AMENDMENTS TO THE PET POLICY:

DDHA reserves the right to amend this pet policy as it deems necessary to protect and enhance the DDHA communities.

CHAPTER 11

RECERTIFICATIONS

INTRODUCTION

In accordance with HUD requirements, DHA will reexamine the income and family composition of all families at least once annually. At the annual recertification families must report their current household composition, income, deductions and allowances. Between regular annual recertifications, HUD requires that families report all changes in household composition. This Chapter defines DHA's policy for conducting annual recertifications. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ELIGIBILITY FOR CONTINUED OCCUPANCY

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

1. Qualify as a family as defined in this policy;
2. Are in full compliance with the obligations and responsibilities described in the dwelling lease;
3. Whose family members, age 2 years and older, each have submitted their social security number or have certifications on file that they do not have a social security number;

Eligibility for Continued Assistance

Families will be eligible for continued assistance that are citizens or have eligible immigration status. Every member of a family must either provide evidence of citizenship or eligible immigration status.

B. ANNUAL RECERTIFICATIONS

1. **The terms *annual recertification* and *annual re-examination* are synonymous within this policy.**

a. In order to be re-certified, families are required to provide current and accurate information on income, assets, allowances and deductions, and family composition.

b. DHA recertifies families based on the location of the unit for which the family resides. [Example: If a family moves into a unit located in a specific building, the annual recertification will be conducted at the same time the other units in the same building are scheduled].

c. If the move-in takes place within ninety (90) days of the scheduled recertification date for that specific unit, DHA will utilize the verified information used at the time the resident moved in.

d. At the first annual recertification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigration status.

e. When families move to another dwelling unit:

f. Depending on location of unit moving to, per recertification schedule.

g. An interim recertification will be conducted.

h. The annual recertification date may or may not change.

i. Re-examination Notice to the Family

2. Notification

a. All families will be notified of their obligation to re-certify by first class mail. The notification shall be sent at least 90 days in advance of the anniversary date. If requested, as an accommodation by a person with a disability, DHA will provide the notice in an accessible format. DHA will also mail the notice to a third party, if requested as reasonable accommodation, for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

b. Methodology DHA's method for conducting annual recertification will be:

c. To schedule the specific date and time of appointments in the written notification to the family.

d. Persons with Disabilities, who are unable to come to DHA's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

3. Collection of Information

a. The family is required to complete the annual recertification application form prior to the scheduled interview.
b. The family is required to complete a Personal Declaration form during the interview process or bring the completed form to the scheduled interview.

4. Requirements to Attend

a. The following family members will be required to attend the recertification interview and sign the application for continued occupancy:

b. All adult household members (18 years and older)

c. If the head of household is unable to attend the interview, the appointment will be rescheduled.

5. Failure to respond to Notification of Re-certify

a. The written notification will explain which family members are required to attend the recertification interview. The family may call to request another appointment date up to five (5) days prior to the interview.

b. If the family does not appear for the recertification interview and has not rescheduled or made prior arrangements with DHA, DHA will schedule a second appointment.

c. If the family fails to appear for the second appointment and has not rescheduled or made prior arrangements, DHA will:

d. DHA will place resident on Flat rent and begin the termination process.

e. Exceptions to these policies may be made by the Property Manager, if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

6. Documents Required from the Family

In the notification letter to the family, DHA will include instructions for the family to bring the following:

- Completed recertification form
- Documentation of income for all family members
- Documentation of liquid and non-liquid assets
- Documentation to substantiate any deductions or allowances

- Personal Declaration Form completed by head of household
- Other – All adult members of the household

7. Verification of Information

All information, which affects the family's continued eligibility for the program, and the family's Total Tenant Payment (TTP) will be verified in accordance with the verification procedures and guidelines described in the Policy. Verifications used for recertification must be less than ninety (90) days old. All verifications will be placed in the file, which has been established for the family.

a. When the information has been verified, it will be analyzed to determine:

b. The continued eligibility of the resident as a family or as the remaining member of a family;

c. The unit size;

d. The amount of rent the family should pay (in excess of the $50.00 minimum rent);

8. Changes In the Tenant Rent

If there is any change in rent, the lease will be amended, or a new lease will be executed, or a Notice of Rent Adjustment will be issued to the Head of Household.

a. Tenant Rent Increase

If tenant rent increases a notice of increase notice will be mailed to the family at least thirty (30) days prior to the effective date of the change.

If less than thirty (30) days are remaining before the anniversary date, the tenant rent increase will be effective on the first of the month following the thirty (30) day notice.

If there has been a misrepresentation or a material omission by the family or if the family causes delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date.

b. Tenant Rent Decreases

If the tenant rent decreases, it will be effective on the scheduled effective date.

If the family causes a delay so that the processing of the reexamination is not complete by the scheduled effective date, rent change will be effective on the first day of the month following completion of the reexamination processing by DHA.

9. Flat Rents

i. As part of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), Housing Authorities across the country were required to establish Flat Rents for the Public Housing units they managed. This in turn, allows Public Housing Residents the option of choosing an affordable rent for themselves. In addition Flat rents are intended as an incentive for residents to remain in Public Housing after they have attained a level of self-sufficiency.

a. Flat rents are the amount of tenant rent based on the market value of an apartment, as determined by DHA. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued Residents who are attempting to become economically self-sufficient. DHA will periodically review its flat rents, at least annually, in an attempt to stay consistent with the current market.

b. Each resident shall have the right to select one of two methods by which DHA will determine their rent.

- **Income-Based Method:**
  The rental amount based on the household income and other information reported to DHA by the Resident.

- **Flat Rent Method:**
  The rental amount based on the DHA-determined flat rent for the apartment.

c. The selection is the Resident's option and will be made at the time the Resident initially leases with the DHA or at his/her annual reexamination and corresponding lease renewal. A resident that chooses the Flat rent may change the basis on which the rent is calculated at any reexamination and once during any twelve month period.

ii. Resident may change the rent calculation method at any reexamination and corresponding renewal. Families who have chosen the Flat Rent may request a change from Flat Rent to Income-based rent before reexamination only if Resident show the family is unable to pay the Flat Rent Method amount because of financial hardship. Such financial hardships must arise from: (1) situations in which the income of the family has decreased because of changed circumstances, (2) loss or reduction of employment, (3) death in the family, (4)

reduction in or loss of income or other assistance (provided the loss or reduction was not due to the fraud of any family member), (5) increase in family's expenses for medical costs, child care, transportation, education, or similar items, (6) other serious or catastrophic financial situations as specifically approved by DHA. A family may request to make the change one time during any twelve-month period. Any such reporting and request for change must be made within ten (10) days of the date of the change of circumstances or financial conditions and must be in writing.

C. REPORTING INTERIM CHANGES

Family Composition

Families must report all changes in household family composition to DHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain DHA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Interim Reexamination Policy

1. Increase in Income to be Reported:

a. Families must report all increase in income/assets of all household members to DHA in writing within ten (10) calendar days of the occurrence.

b. Families are only required to report the following increase in income:

c. Increases in earned income from the employment of a current household member;

d. Increases in income because a person with income joins the household;

e. Increases in household income, which comes as a result of a new income source.

f. DHA will process rent adjustments for all increases in income that collectively exceeds $100.00 per month, which are reported between regularly scheduled recertifications or should have been reported.

g. DHA will not process rent adjustments resulting from an increase, in earned income (raises) until the next regularly scheduled recertification; unless earned amount exceeds $100.00 per month.

2. Increases In Income and Rent Adjustments

a. Rent increases (except those due to misrepresentation) require thirty (30) days notice. Therefore, interim rent increases are made effective the first of the second month following when the change in income should have been reported.

3. Decreased in Income and Rent Adjustment

a. Residents may report a decrease in income and other changes, such as an increase in allowances or deductions, which would reduce the amount of the total tenant payment.

b. DHA will process the rent adjustment unless DHA confirms that the decrease in income will last less than thirty (30) calendar days.

c. Decrease in rent will be effective the first of the month following when the resident reports the decreased income and provide documentation of the change.

4. Other Interim Reporting Issues

a. Changes from zero (0) income to work or other form of income (earned or unearned): however, all families with zero income will be required to report their status every sixty (60) days.

b. In the following circumstances, DHA may conduct the interim recertification by mail:

   i. Changes that will not result in a change in tenant rent.
   ii. Changes in income that is normal for the family, such as seasonal employment.

c. As a reasonable accommodation when requested. (See Chapter titled "Statement of Policies and Objectives")

d. Any changes reported by residents other than those listed in this section (will be noted in the file by the staff person) but will not be processed between regularly scheduled annual recertifications.

5. DHA Errors

If DHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, and the change will be made effective as prescribed in these policies, but the family will not be charged retroactively.

D. TIMELY REPORTING OF CHANGE IN INCOME (AND ASSETS)

1. Standard for Timely Reporting of Changes

a. DHA requires that families report interim changes to DHA within ten (10) days of when the change occurs. Any information, document or signature needed from the family, which is needed to verify the change, must be provided within thirty (30) days of the change.

b. An exception will be made for TANF recipients who obtain employment. In such cases, families will have to report within ten (10) days of receipt of the Notice of Action from DFACS (Department of Family and Children Services) that shows the full adjustment for employment income.

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

2. Procedures When Changes are Reported in a Timely Manner

a. The DHA will notify the family of any change in the Tenant Rent to be effective according to the following guidelines:

i. Increases in the Tenant Rent - are effective on the first of the month following at least thirty (30) days notice.

ii. Decreases in the Tenant Rent – are effective the first of the month following the month in which the change is reported.

b. The change may be implemented based on documentation provided by the family, pending third party written verification.

c. The change will not be made until the third party verification is received.

3. Procedures when the Changes are not Reported by the Tenant in a Timely Manner

a. If the family does not report the changes as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

   i. Increase in Tenant Rent – will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any unpaid rent, and may be required to sign a Repayment Agreement or make a lump sum payment.

   ii. Decrease in Tenant Rent – will be effective on the fist of the month following completion of processing by DHA and not retroactively.

4. Procedures when Changes are not Processed by DHA in a Timely Manner

a. "Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the changes cannot be made effective on that date, the change is not processed by DHA in a timely manner.

b. Therefore, an increase will be effective after the required thirty (30) days' notice prior to the first of the month after completion of processing by DHA.

c. If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective and the family will be credited for the amount.

E. REPORTING OF CHANGES IN FAMILY

All changes in family composition must be reported, in writing, within ten (10) days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court awarded custody must have the prior approval of DHA. All additions to the household are subject to DHA's suitability criteria.

1. If an addition would result in overcrowding to maximum occupancy guidelines:

2. DHA will not approve an addition other than birth, marriage, adoption or court-awarded custody.

3. DHA will consider a unit transfer (if needed under the Occupancy Guidelines) for additions to the family in the following cases:

a. Addition by marriage

b. Addition of minor who is a member of the family who had been living elsewhere.

c. Addition of a DHA-approved live-in attendant.

d. Addition due to birth, adoption or court-awarded custody.

4. Families who need a larger sized unit because of voluntary additions will have lower priority on the Transfer List than other families who are required to change unit size.

5. If a change due to birth, adoption, court-awarded custody, or need for a live-in attendant requires a larger size unit due to overcrowding, the change in unit size shall be made effective upon availability of an appropriately size unit.

F. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

1. Under the Non-Citizens Rule, "Mixed" families are families that include at least one citizen of eligible immigrant status and any number of ineligible members.

2. "Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

   a. The head of household, co-head or spouse is a U.S. citizen or has eligible immigrant status; **AND**

   b. The family does not include any ineligible immigrants other than the head or spouse, or parents or children of the head, co-head or spouse.

3. Mixed families who qualify for continued assistance after November 29, 1996, may receive prorated assistance only.

4. If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance. DHA may no longer offer temporary deferral of Termination (See Chapter on "Lease Terminations").

CHAPTER 12

LEASE TERMINATIONS

INTRODUTION

DHA may terminate tenancy for a family because of the Resident's, household member's or Resident's Guest action or failure to act in accordance with HUD regulations, the terms of this policy and the terms of the lease. The lease and the Grievance Procedures describe the DHA's policies for notification of lease termination and reasons for termination. The lease and the Grievance Procedures are incorporated by references and attached as Exhibit to this ACOP Plan.

A. TERMINATION BY TENANT

The tenant may terminate the lease by providing DHA with a written thirty (30) day notice of intent to vacate as defined in the lease agreement.

1. Resident can end Resident's Lease at any time by given at least thirty (30) days written notice before Resident moves out. If Resident does not give the full notice, Resident shall be liable for rent to the end of the notice period or to the date the apartment is re-rented, whichever date comes first. DHA may allow Resident to give less than thirty (30) days notice and if DHA does, it will provide Resident with that permission in writing. Resident will sign a form saying that Resident is going to move. DHA will inspect the apartment shortly after Resident moves out and list for the Resident any damage to the apartment that is beyond normal "wear and tear". Resident can be present during the move-out inspection.

2. If Resident does not inform DHA, in writing, that Resident is moving, Resident will be responsible for any damage to the apartment until the time DHA discovers that Resident has moved. DHA will still inspect Resident's apartment after DHA becomes aware of Resident's move, make a list of damages, if any, and send the Resident a bill for damages and other money Resident owes DHA. Resident may attend the move-out inspection if Resident so desires.

B. TERMINATION BY DHA

1. In accordance with HUD regulations, the terms of this policy and the terms of the lease DHA may choose to terminate the Lease.

2. DHA, at its discretion, has the authority to terminate the lease for, but not limited to, the following reasons:

3. DHA will provide a written notice if Resident's Lease is being terminated. This is called a Lease Termination and Demand for Premises notice. Depending on the situation, DHA shall provide the written notice of the Lease Termination and Demand for Premises notice as listed below:

   A. Fourteen (14) days written notice if Resident does not pay Resident's rent when it is due;

   B. A reasonable period of time, by written notice, for conduct, by any member of the household, that threatens the health or safety of other residents or employees or agents of DHA; or for any drug-related criminal activity or violent criminal activity in or near any DHA premises, or anywhere else, which conduct does not provide a right to a grievance hearing;

   C. Thirty (30) days written notice for all other causes, including nonpayment of charges other than rent, with the right to a grievance hearing.

4. The Lease Termination and Demand for Premises notice that DHA provides to Resident must state: (i) the date the Lease shall be terminated; (ii) the grounds for termination with enough detail that informs the Resident of the conduct or activity which violated the Lease; (iii) whether the Resident has the right to request for a hearing under DHA's Grievance Procedures; (iv) the right of the Resident to reply to the notice; (v) the right of the Resident to examine and copy (at Resident's own expense) DHA's document directly relevant to the termination or eviction; and (vi) the right to defend the action in court. Any Demand for Premises required by Georgia law may be delivered to the Resident concurrently with the Lease Termination and Demand for Premises notice.

5. DHA will terminate the Lease in accordance with applicable HUD regulations, State and local law, and the terms of the Lease. DHA may terminate the Lease, or refuse to renew the Lease, for serious or repeated violation of material terms of the Lease, such as, but not limited to, the circumstances listed below:

   a. Failure to pay rent or other charges when due;
   b. Causing physical damage to DHA property;
   c. Creating a threat to, or danger for, other residents or the agents of or employees of DHA;

d. Criminal activity and drug-related criminal activity by Resident or any member of Resident's household, Resident's agents, guest or visitors on the premises;
e. Criminal activity and drug-related criminal activity by Resident or any member of Resident's household, guests or visitors, whether such activity occurs in Resident's apartment, in the community where Resident's apartment is located, on other public housing premises or anywhere else. Unless otherwise provided by law, proof of a violation shall not require criminal conviction, but shall be by a preponderance of the evidence;
f. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees or agents of DHA;
g. A serious or material violation of any of the Resident's representations, responsibilities and obligations set forth in the lease;
h. Assignment or subleasing of the premises or providing accommodation for boarders, lodgers or other unauthorized occupants;
i. An act or acts of destruction, defacement or removal of any part of the premises or failure to cause resident's household members, guests or visitors to refrain from such acts;
j. Any use of loud, profane, abusive, or threatening language when speaking to, writing to, or in the presence of, other residents, DHA staff, or others on DHA property;
k. Determination or discovery that Resident or a member of Resident's household is required to register on any Federal, State, or local sex offender register;
l. Determination that any of the Certifications made by the Resident or Resident's household are false, misleading or untrue;
m. Receipt of two (2) warrants for nonpayment of rent or other charges with in a twelve (12) month period;
n. Declaration of Truancy by the Juvenile Court made against a child listed on Resident's Lease;
o. Furnishing false, misrepresented or misleading information during any application, transfer, relocation, reexamination or any review or the verification process;
p. Failure to allow a scheduled inspection of Resident's apartment by DHA or its agents;
q. Violation of Visitor and Guest and/or Authorized Occupant provisions set forth in the Lease;
r. Resident's repeated failure to pay rent on time;

s. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Reexaminations, to attend scheduled reexamination appointments, to cooperate in the verification process, or to notify DHA of any change(s) of family status or income;
t. Any other good cause.

6. Generally, a violation of any of the provisions in the Dwelling Lease shall be deemed a serious and material noncompliance violation of the Lease. In addition, any violation(s) of any of the provisions of subparagraphs within said lease shall be deemed to be a repeated violation of material terms of the Lease.

7. Resident must move out of Resident's apartment if DHA terminates Resident's Lease. If DHA terminates the Resident's Lease and Resident's refuses to leave, DHA may file a dispossessory action in the appropriate court seeking to evict Resident.

8. If DHA is successful in its court action against the Resident, reasonable attorney's fees and costs of suits shall be charged to the resident.

C. LEASE TERMINATION DUE TO DEATH OR INCAPACITY OF RESIDENT

1. Upon the death of the Resident, where the Resident is the sole member of the household or there is no surviving adult member of the household, either DHA or the personal representative of the Resident's estate may terminate this Lease, upon written notice, to be effective on the last day of a calendar month. The Resident's estate shall be liable for the rent to the date the unit is vacated. The termination of a Lease under this Paragraph shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the apartment to its condition at the beginning of the Residents occupancy, normal wear and tear expected.

2. If during the term of this Lease, Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease, or requires services beyond the fundamental nature of DHA's public housing program, taking into consideration reasonable accommodations that can be offered by DHA to Resident, and DHA cannot make a reasonable accommodation to enable the Resident to comply with the Lease, or the Resident refuses reasonable accommodations then action shall be taken to terminate the Lease. DHA will use its reasonable efforts to assist the Resident or designated member(s) of Resident's family to move the Resident to more suitable housing. If there are no family members, DHA will work with appropriate agencies to attempt to secure suitable housing. The Lease will terminate upon the date set forth in the termination notice.

D. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

1. Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family,

or because a "mixed" family chooses not to accept pro-ration of assistance, were eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for transition to affordable housing.

2. Deferrals may have been granted for intervals not to exceed six (6) months, up to an aggregate maximum of:

    - 3 years for deferrals granted prior to 11/29/96, or
    - 18 months for deferrals granted after 11/29/96

3. However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

4. Families will be notified in writing at least sixty (60) days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

    a) granting another deferral will result in an aggregate deferral period of longer than the statutory maximum (three years for deferrals granted before 11/29/96; 18 months for deferrals granted after 11/29/96), or

    b) a determination has been made that other affordable housing is available.

5. If DHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's lease will be terminated for a period not less than 24 months.

CHAPTER 13

COMPLAINTS, GRIEVANCES AND APPEALS

INTRODUCTION

The formal hearing requirements defined in HUD regulations are applicable to participating families who disagree with an action, decision, or inaction of DHA. This Chapter describes the policies to be used when families disagree with a DHA decision. It is the policy of the DHA to ensure that all families have the benefit of all protections due to them under the law.

Grievances shall be handled in accordance with DHA's approved Grievance Procedures (see exhibit "C"), as amended from time to time. The written grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

A. COMPLAINTS

DHA will respond promptly to complaints from families. Each complaint regarding physical condition of the units may be reported by phone to the Management Office. Anonymous complaints are checked whenever possible. DHA does require that complaints be put in writing.

1. Complaints from families – If a family disagrees with an action or inaction of DHA,

   Complaints from families will be referred to the Property Manager.

2. Complaints from staff – If a staff person reports a family is violating or has violated a lease provision or is not complying with program rules:

   Complaints from staff will be referred to the Property Manager.

3. Complaints from the general public – Complaints or referrals from persons in the community in regard to DHA or a family:

4. Complaints from the general public related to the property or its residents will be referred to the Property Manager.

B. APPEALS BY APPLICANTS

1. Applicants who are determined ineligible, who do not meet DHA's admission standards, or where the DHA does not have an appropriate size and type of unit in its inventory will be given written notification promptly, including the reason for determination.

2. Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal conference.

3. Applicants must submit their request for an informal conference in writing to DHA within five (5) working days from the date of the notification of their ineligibility.

4. If the applicant requests an informal conference, DHA will provide an informal conference within five (5) working days of receiving the request. DHA will notify the applicant of the place, date and time.

5. An impartial person will conduct informal conferences. The person who is designated to hear the appeal cannot be the person who made the determination of ineligibility or a subordinate of that person.

6. The applicant may bring to the conference any documentation or evidence he/she wishes and the evidence along with the data compiled by DHA will be considered.

7. The person conducting the conference will make a determination based upon the merits of the evidence presented by both sides. Within ten (10) working days of the date of the conference, the person conducting the conference will mail a written decision to the applicant and have placed in the applicant's file a copy of the decision.

8. The grievance procedures for Public Housing tenants do not apply to DHA determinations that affect applicants.

C. APPEALS BY TENANTS

1. Grievances or appeals concerning the obligations of the tenant or DHA under the provisions of the lease shall be processed and resolved in accordance with the Grievance Procedure of DHA, which is in effect at the time such grievance or appeal arises.

D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

1. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision of the INS appeal.

2. Assistance to a family may not be terminated or denied while DHA hearing is pending but assistance to an applicant may be delayed pending DHA hearing.

INS Determination of Ineligibility

1. If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, DHA notifies the applicant or participant within ten (10) days of their right to appeal to the INS within thirty (30) days or to request an informal hearing with the DHA either in lieu of or subsequent to the INS appeal.

2. If the family appeals to the INS, they must give DHA a copy of the appeal and proof of mailing or DHA may proceed to deny or terminate. The time period to request an appeal may be extended by DHA for good cause.

3. The request for a DHA hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen (14) days of receipt of that notice.

4. After receipt of a request for an informal hearing, the hearing is conducted as described in the "Grievance Procedures" section of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members DHA will:

   a. Deny the applicant family.
   b. Defer termination if the family is a participant and qualifies for deferral.
   c. Terminate the participant if the family does not qualify for deferral.

5. If there are eligible members in the family, DHA will offer to prorate assistance or give the family the option to remove the ineligible members.

6. All other complaints related to eligible citizen/immigrant status:

a. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

b. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to termination. Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

c. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing, in the same way as terminations for any other type of fraud.

E. GRIEVANCE PROCEDURES

1. Definitions

a. Grievance – Any dispute which a tenant may have with respect to a Housing Authority action or failure to act in accordance with the individual tenant's lease or DHA regulations which adversely affect the individual tenant's rights, duties, welfare, or status.

b. Complainant – Any tenant whose grievance is presented to DHA or at the Site/Management Office informally or as part of the informal hearing process.

c. Hearing Officer/ Hearing Panel – A person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.

d. Tenant – A lessee or the remaining head of household of any tenant family residing in housing accommodations owned or leased by DHA.

e. Elements of Due Process – An eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required; or:

(1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(2) Opportunity for the tenant to examine all relevant documents, records, and regulations of DHA prior to the trial for the purpose of preparing a defense;

(3) Right of the tenant to be represented by counsel;

(4) Opportunity for the tenant to refute the evidence presented by DHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

(5) A decision on the merits of the case.

2. <u>Applicability</u>

a. This Grievance Procedure applies to all individual grievances, except any grievance concerning a termination of tenancy or eviction that involves:

i. Any activity, not just criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or DHA employees, or

ii. Any drug related criminal activity on or off such premises.

3. <u>Housing Authority Eviction Actions</u>

a. If tenant has requested a hearing in accordance with these duly adopted Grievance Procedures on a complaint involving a DHA notice of termination of tenancy, and DHA action is upheld, the DHA shall not commence an eviction action until it has served a notice to vacate on the tenant.

b. In no event shall the notice to vacate be issued prior to the decision of the panel having been mailed or delivered to the complainant.

c. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date as stated in the notice of termination, whichever is later, appropriate action will be brought against the complainant. The complainant may be required to pay court costs and attorney fees.

CHAPTER 14

FAMILY DEBTS TO THE DHA

INTRODUCTION

This chapter describes DHA's policies for the recovery of monies which, have been underpaid by families. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is DHA's policy to meet the informational needs of families, and to communicate the program rules in order to avoid family debts. Before a debt is accessed against a family, the file must contain documentation to support DHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties. The Executive Director or his/her designee may make exceptions to this policy in serving the best interest of DHA.

A. DEBTS OWED TO DHA

1. When families owe money to DHA, DHA will make every effort to collect it. DHA will use a variety of collection tools to recover debts including, but not limited to:

   a. Requests for lump sum payments
   b. Civil suits
   c. Payment agreements
   d. Collection agencies
   e. Credit bureaus
   f. Income tax set-off programs

B. PAYMENT AGREEMENT FOR FAMILIES

1. A payment agreement as used in this plan is a document entered into between DHA and a person who owes a debt to DHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of Payment, any special provisions of the agreement, and the remedies available to DHA upon default of the agreement.

2. The maximum amount for which the DHA will enter into a payment agreement with a family is three thousand dollars ($3,000.00) unless there are extenuating circumstances.

3. The maximum length of time the DHA will enter into a payment agreement with a family is eighteen (18) months.

4. The minimum monthly amount of monthly payment for any payment agreement is twenty-five dollars ($25.00).

5. DHA will determine the monthly payment by simply dividing the total owed by the number of months DHA will allow the resident to pay the debt off.

6. Late Payments:

   a. A payment will be considered to be in arrears if:

      i. The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

   b. If the family's Payment agreement is in arrears, DHA will:

      i. Terminate the Payment agreement
      ii. Require the family to pay the balance in full
      iii. Pursue civil collection of the balance due
      iv. Initiate eviction action

   c. If the family requests a transfer to another unit and has a payment agreement in place and the payment agreement is not in arrears, the family will be permitted to transfer.

C. PAYMENT AGREEMENT REQUIREMENTS

1. Payment Schedule for Monies Owed to the DHA

Initial Payment Due (% of Total Payment)	Amount Owed	Maximum Term
25% to 50%	**$0-$500**	**3-6 months**
25% to 50%	**$501-$1,000**	**6-10 months**

25%	**$1,001-$3,000**	**12-18 months**

2. There are some circumstances in which DHA will not enter into a payment agreement. They are:

   a. If the family already has a Payment Agreement in place or owes money to DHA for any reason.

   b. If DHA determines that the family has previously committed program fraud.

3. Guidelines for Payment Agreements

   a. Payment Agreements will be executed between DHA and the head of household only.

   b. Monthly payments may be decreased in cases of hardship with the prior notice of the family, verification of the hardship, and the approval of the Property Management Coordinator.

4. No transfer will be approved until the debt is paid in full unless the transfer is the result of the following causes, and the Payment Agreement is current, with this being the case, DHA will consider transfers for the following reasons:

   a. Family size exceeds the maximum occupancy guidelines

   b. A natural disaster

5. Additional Monies Owed

   a. DHA will not enter into more than one Payment Agreement at a time with the same family.

D. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

1. HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead.

2. Should the resident incur debts to DHA as a result of multiple acts of program fraud by not reporting income, with the intent to deceive or mislead, to DHA. DHA will not enter into a payment agreement, but shall consider termination of the lease as written in chapter twelve (12) of this policy.

3. Family Error/Late Reporting

Families who owe money to DHA due to the family's failure to report increases in income will be required to repay in a lump sum within sixty (60) days or a time frame prescribed by the Authority. If the family pays the amount in full within this time period, and the family is still eligible, DHA may continue assistance to the family.

4. If the family owes an amount, which exceeds three thousand dollars ($3,000.00) as a result of program fraud, DHA will;

   a. referred the case to the Inspector General.
   b. refer the case for criminal prosecution.
   c. institute lease termination as referenced in chapter twelve (12) of this policy.

5. Payment Procedures for Program Fraud

   a. Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

   b. The maximum time period for a Payment Agreement will be two (2) months unless specifically approved at the sole discretion of the DHA.

   c. The family will be required to re-pay 25% of the amount owed prior to or upon execution of the Payment Agreement.

CHAPTER 15

GLOSSARY

A. TERMS USED IN DETERMINING RENT

I. ANNUAL INCOME

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional adult family member including all net income from assets for the 12 month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that us specifically excluded by other federal statutes. Annual income includes, but is not limited to:

1. The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

   When the family has net family assets in excess of $5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.

6. All welfare assistance payments received by or on behalf of any family member.

7. Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.

II. EXCLUSIONS FROM ANNUAL INCOME

Annual income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);

3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation) capital gains, and settlement for personal property losses.
4. Amounts received by the family that is specifically for or in reimbursement of the cost of medical expenses for any family member.

5. Income of a live-in aide, provided the person meets the definition of a live-in aide.

6. The full amount of student financial assistance paid directly to the student or the educational institution.

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. Amounts received under HUD funded programs (e.g. Step-up program); excludes stipends, wages, transportation payments and childcare vouchers for the duration of the training.

9. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).

10. Amounts received by a participant in other publicly assisted programs, which are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and child care, to allow participation in a specific program.

11. Resident services stipend is a modest amount (not to exceed $200 per month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time.

12. Compensation from State or local employment training programs and training of family members 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 a limited period as determined in advance by the DHA.

13. Temporary, non-recurring, or sporadic income (including gifts).

14. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Naziera. (For all initial determinations and reexaminations of income on or after April 23, 1993.)

15. Earnings in excess of $480 for each full-time student 18 years old or older, (excluding the head of household and spouse).

16. Adoption assistance payments in excess of $480 per adopted child.

17. The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has its objective to assist participants in acquiring job skills.

    b. Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not, funded by public housing assistance under the U.S. Housing Act of 1937.

If the resident is terminated from employment without good cause, the exclusion period shall end.

c. Earnings and benefits mean the incremental earnings and benefits results from a qualifying employment-training program or subsequent job.

20. Amounts specifically excluded by any other Federal Stature from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion).

The following benefits are currently excluded:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
b. Payments to volunteers under the Domestic Volunteer Service Act of 1973;

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

The Retired Senior Volunteer Program (RSVP)
Foster Grandparent Program (FGP)
Senior Companion Program (SCP)
Older American Committee Service Program

National Volunteer Antipoverty Programs such as:

VISTA
Peace Corps
Service Learning Program
Americorp
Special Volunteer Programs

Small Business Administration Programs such as:

National Volunteer Program to assist Small Businesses
Service Corps of Retired Executives

c. Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]

d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes: [25 USC 459 (e)]

e. Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program: [42 USC 8624 (f)]

f. Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)]:

g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540):

h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior:

i. 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 Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu]: Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College work-study, and Byrd Scholarships:

j. Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb:

k. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Re-Orange Product Liability litigation:

l. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the child care and development block grant act of 1990 (42 USC 985 q):

m. Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32) (j):

21. Child support payments up to $480 per child made by a member of the family for the support and maintenance of any child who does not reside in the household.

22. Spousal support (alimony) expenses: any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that amount excluded under this provision; cannot exceed the lesser of the amount the family member has a legal obligation to pay or $550 for each individual on whose behalf the payment is being made.

III. <u>ADJUSTED INCOME</u>

Annual income, less allowable HUD deductions.

All Families are eligible for the following:

1. **Child Care Expenses:** A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which the Annual Income is computed. Childcare expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released for work, or (2) an amount determined to be reasonable by the DHA when expense is incurred to permit education.
2. **Dependent Deduction**: An exemption of $480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full-time student.
3. **Handicapped Expenses**: A deduction of reimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

   Equipment and auxiliary apparatus may include, but are not limited to: wheelchairs, lifts, reading devises for visually handicapped, and equipment added to cars and to vans to permit their use the handicapped or disabled family member.

   a. **For Non-Elderly Families and Elderly Families without Medical Expenses**: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
   b. **For Elderly Families with Medical Expenses**: The amount of the deduction equals the cost of all reimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.

      For Elderly and Disabled Families Only:

      Medical Expenses: A deduction of reimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care professionals, services of health care facilities; insurance premiums, including the cost of Medicare, prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered

by the DHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

(1) **For Elderly Families without Handicapped Expenses**: The amount of the deduction shall equal total medical expenses less 3% of annual income. (Provided the amount does not exceed income)
(2) **For Elderly Families with both Handicapped and Medical Expenses**: The amount of handicapped assistance is calculated first, then medical expenses added.

4. **Elderly/Disabled Household Exemption**: An exemption of $400 per household.

B. GLOSSARY OF HOUSING TERMS

ACCESSIBLE DWELLING UNITS - When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in by HUD, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

ACCESSIBLE FACILITY – All or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities.

ACCESSIBLE FACILITY – For persons with mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

ADAPTABILITY – Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types and degrees of disability.

ANNUAL INCOME – The anticipated total income from all sources received by the Family head or 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 reexamination of income, exclusive of income that is temporary, non-recurring, sporadic and exclusive of certain other types of income specific in this policy.

ALLOCATION PLAN – The plan submitted by HA and approved by HUD under which the DHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

ADJUSTED INCOME – The Annual Income (see item I) less the HUD-approved allowances.

APPLICANT (OR APPLICANT FAMILY) – A family that has applied for admission to a program, but is not yet a participant in the program.

ASSETS – (See Net Family Assets.)

AUXILIARY AIDS – Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

CEILING RENT – An amount established by the Authority that reflects reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve.

CHILD – A member of the family other than the family head or spouse who is under 18 years of age.

CHILD CARE EXPENSES – Amounts anticipated to be paid by the family for the care of children under thirteen (13) years of age during period for 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 and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare 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. The DHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for children.

CONTRACT RENT – The rent HUD authorizes the HA to collect for a unit occupied by a family being assisted.

DEKALB COUNTY RESIDENT – Any adult who resides within DeKalb County prior to admission into a Public Housing unit.

DEPENDENT – A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or is a full-time student 18 years of age or over.

DESIGNATED FAMILY – The category of family for whom the DHA elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 housing ACT.

DISABLED FAMILY – A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

DISABLED PERSON – A person who is any of the following:

(1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C. 423).

(2) A person who has a physical, mental, or emotional impairment that:

(i) Is expected to be long-continued and indefinite duration;
(ii) Substantially impedes his or her ability to live independently; and
(iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(3) A person 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)).

DISPLACED FAMILY – A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

DOMOCILE – The legal residence of the household head or spouse as determined in accordance with State or local law.

DRUG-RELATED CRIMINAL ACTIVITY – Terms includes, but is not limited to:

(1) Drug trafficking; or
(2) Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DRUG TRAFFICKING – The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

DWELING UNIT (UNIT) – An apartment that is suitable for habitation.

ELDERLY HOUSEHOLD – A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age living together, or no one or more persons 62 years of age living with one or more live-in aides.

ELDERLY PERSON – A person who is at least 62 years old.

EVIDENCE – Evidence of citizenship or eligible immigration status means the documents, which must be submitted to evidence citizenship or eligible immigration status.

EXCESS MEDICAL EXPENSES – Any medical expenses incurred by elderly families in excess of 3% of Annual Income, which are not reimbursable from any other source.

FAMILY - The applicant must qualify as a family as defined by the DHA.

FAMILY OF VETERAN OR SERVICE PERSON – A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of the household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was; (a) formerly the head of household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse has not remarried; or (b) not the head of household but is permanently hospitalized; provided that she/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM) – The program established by HA to promote self-sufficiency of assisted families, including the provision of supportive services.

FOSTER CHILD CARE PAYMENT – Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT – A person who is carrying a subject load that is considered full time for daytime 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 ASSISTANCE EXPENSES – Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON - [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and

3. Is of such a nature that such ability could be improved by more suitable housing conditions.

HEAD OF HOUSEHOLD – The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AHENCY (HA) – A state, country, municipality or other governmental entity or public body authorized to administer the program. (DHA and HA mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 – Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was certified, and which added the Section 8 Programs.

HOUSING QUALITY STANDARDS (HQS) – The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS – HUD determined passbook rate x total cash value of assets. The calculation used is when assets exceed $5,000.

INCOME – Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY – Annual Income.

INDIAN – Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

INS – The U.S. Immigration and Naturalization Service.

LEASE – A written agreement between an owner and an eligible family for the leasing of a housing unit,

LIVE-IN AIDE – A person who resides with an elderly person or disabled person and who:

(1) Is determined to be essential to the care and well being of the person.
(2) Is not obligated for the support of the person.
(3) Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE – A preference used by the DHA to select among applicant families.

LOW-INCOME FAMILY – A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income

limits higher or lower than 80 percent of the median income for the area on the basis of finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MARKET RENT – The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES – Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not reimbursable. A deduction for Elderly Households only. This allowance is given for medical expenses in excess of 3% of Annual Income when calculating adjusted income.

MINIMUM RENT – An amount established by the DHA of at least $25,000, but not more than $50.00. Minimum Rent. DHA's minimum rent is $50.00.

MINOR – A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY – A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

MONTHLY-ADJUSTED INCOME – 1/12 of the Annual Income after Allowances.

MONTHLY INCOME – 1/12 of the Annual Income.

NATIONAL – A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States Territory or possession.

NEAR-ELDERLY FAMILY – A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

NET FAMILY ASSETS – The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NONCITIZEN – A person who is neither a citizen nor national of the United States.

OCCUPANCY STANDARDS – Standards established by the HA to determine the appropriate number of bedrooms for families of different sizes and compositions.

PUBLIC ASSISTANCE – Welfare or other payments to families or individuals, based on need, which is made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (DHA) – Any State, County, Municipality or other government entity or public body (or agency or instrumentally thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.

RECERTIFICATION – The process of securing documentation to show that Residents meet the eligibility requirements for Continued Occupancy and to determine rent and other matters.

REMAINING MEMBER OF TENANT FAMILY – The person of legal age left in the Public Housing Unit after all other family members have left and who may or may not normally qualify for assistance based on their own circumstances.

RESPONSIBLE ENTITY – The persons or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the DHA).

SECRETARY – The Secretary of Housing and Urban Development.

SECTION 214 – Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SECURITY DEPOSIT – An amount paid by a resident which will be applied to unpaid rent, damages or other amounts due to the owner under the lease.

SERVICEPERSON – A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON – A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

SPOUSE – The husband or wife of the head of household.

TENANT RENT – The amount payable monthly by the family as rent to the PHA. Where all utilities (except telephone) and other housing services for an assisted dwelling unit is not included in the resident's rent, but is the responsibility of the family occupying the dwelling unit, then the utility/allowance is an amount equal to the estimate made by the DHA of the monthly cost of a reasonable consumption of such utilities and other

services for the dwelling unit by an energy-conservative household of modest circumstances consistent with the requirement of a safe, sanitary and healthful living environment and in accordance with HUD requirements.

UTILITY REIMBURSEMENT – The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VERY LOW INCOME FAMILY – A lower income family who's Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

VETERAN – A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

WAITING LIST – A list of families organized according to HUD regulations and DHA policy that are waiting for subsidy to become available.

WELFARE ASSISTANCE – Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

WELFARE RENT – This concept is used ONLY for Section 8 Certificate tenants who receive welfare assistance on an AS-PAID basis. It is not used for the Housing Voucher Program.

CHAPTER 16

PROGRAM INTEGRETY ADDENDUM

INTRODUCTION

The U.S. Department of Housing and Urban Development conservatively estimates that two hundred million ($200,000,000) dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental subsidy than they are entitled to under the law. HUD further estimates that twelve percent (12%) of all HUD-assisted families are either totally ineligible, or are receiving benefits that exceed their legal entitlement. DHA is committed to assure that the proper level of benefits is paid to all residents, and that housing resources reach only income-eligible families so that the program integrity can be maintained.

DHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program Resources are utilized judiciously.

This chapter outlines DHA's policies for the prevention, detection and investigation of program abuse and resident fraud.

A. FRAUD

The **Official Code of Georgia Annotated Section 16-9-55**, currently provides that:

"Any person obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any Public Housing or a reduction in Public housing rental charges or any rent subsidy or payment from a tenant in connection with Public Housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall beguile of a misdemeanor."

All applications and Applicants for Continued Occupancy for lower income Public Housing used by the DHA will contain a warning that falsification is against the law.

Poster notices will also be displayed in the Offices of DHA. All such notices will describe the maximum penalty for a misdemeanor in and /or fine of one thousand dollars $1,000.00. In addition, the warning will be read and explained to applicants and residents undergoing annual, special and interim
reexamination.

DHA consider the misrepresentation of income and family circumstances to be serious lease and policy violation, as well as a crime and will take appropriate action if apparent fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances maybe declared ineligible for housing assistance;

2. If any examination of the resident's file discloses that the resident made any misrepresentation (at the time of admission or any previous reexamination date). Which resulted in his/her being classified as eligible when in fact he/she was ineligible, the Resident maybe required to vacate the apartment even though he/she may be currently eligible;

3. A resident family who has made misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance;

4. If it is found that the Resident misrepresentations result in his/her paying a lower Tenant Rent than he/she should have paid, he/she will be required to pay the difference between rent owed and the amount that should have been paid. This amount shall be paid whether or not the resident remains in occupancy. But failure to pay under the terms establish by DHA shall always result in immediate termination of the Lease. DHA reserves the right to demand full payment within seven (7) days;

5. The DHA shall report apparent cases of Tenant or Applicant fraud to the appropriate government agency. It shall be the policy of DHA to press state and Federal authorities for prosecution of cases which, in the DHA's judgment, appear to constitute willful and deliberate misrepresentation;

B. INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will DHA undertake an inquiry or an audit of a resident family arbitrarily. DHA's expectation is that resident families will comply with HUD requirements. provisions of the lease and other program rules. DHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, DHA has responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor residents' lease

obligation for compliance and, when indicators of possible abuse come to DHA's attention, to investigate such claims.

DHA will initiate an investigation of a resident family in the event, including but not limited to, one or more of the following circumstances:

1. Referrals, Complaint, or Tips: DHA will follow up on referrals from other agencies, companies or person which are received by mail, by telephone or in person, which allege that a resident is in non-compliance with, or otherwise violating the lease or the program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the resident file.
2. Internal File review: A follow-up will be made if DHA staff discovers (as a function of a re- certification, an interim redetermination or a quality control view), information or facts which conflict with previous file data, DHA's knowledge of the family, or statement made by the family.

3. Verification or Documentation: A follow-up will be made if DHA receives independent verification or documentation which conflicts with representation in the residents file(such as public record information or credit bureau report, reports from other agencies)

C. STEPS TAKEN TO PREVENT PROGRAM ABUSE AND FRAUD

The Management and Occupancy staff will utilize various method and practices (listed below) to prevent program abuse. Non –compliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by resident families.

1. Programs Orientation Session: Mandatory orientation session will be conducted by Site Manager for all prospective residents either prior to or upon execution of the lease. At the conclusion of all programs Orientation Sessions, the family representative will be required to sign a Program Briefing Certificate" to confirm that all rules and pertinent regulation were explain to them.

2. Resident Counseling: DHA will routinely provide resident counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

3. Review and explanation of Forms: Staff will explain all required forms and review the contents of all (re) certification documents prior to signature.

4. Use of Instructive Signs and Warnings: Instructive signs will be conspicuously posted in common areas and interview to reinforce compliance with program rules and to warns about penalties for fraud and abuse.

5. Resident Certification: All family representatives eighteen or older will be required to sign a Resident Certification" form, as contained in HUD's Resident Integrity Program Manuel.

D. STEPS TAKEN TO DETECT PROGRAM ABUSE AND FRAUD

DHA Staff will maintain a high level of awareness to indicator of possible abuse and fraud by assisted families.

1. Quality Control File Reviews: Prior to initial certification, and the completion of all subsequent recertification, each resident file will be reviewed. Such reviews shall include, but are not limited to:

   a. Changes in reported Social Security Numbers or dates of birth.
   b. Authenticity of file Documents.
   c. Ratio between reported income and expenditures.
   d. Review if signatures for consistency previously signed file document.

2. Observation: DHA management and Occupancy Staff (to include maintenance personnel) will maintain high awareness if circumstances which many indicate programs abuse or fraud, such as unauthorized person residing in the household and unreported income.

3. State Wages Data Record Keeper: Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley, Homeless Assistance Amendments Acts of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

4. Credit Bureau Inquiries: Credit Bureau inquires may be made (with proper authorization by resident) in the following circumstances:

   a. At the time of final eligible determination

E. DHA'S HANDLING OF ALLEGATION OF POSSIBLE ABUSE AND FRAUD

DHA staff will encourage all resident families to report suspected abuse to the administrative assistant if the Assistant of the Assisted Housing Department. All such referrals, as well as from community members and others agencies, will be thoroughly documented and placed in the resident file. All allegations, complaint and tips will be carefully evaluated in order to determine if they warrant follow- up. The Administrative

Assistant will not follow up on allegations, which are vague or otherwise non-specific. Only allegations, which contain one or more independently verifiable facts, will be reviewed

1. File Review: An internal file review will be conducted to determine:

    a. If the subject if the allegation is a resident of DHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

    b. It will then be determined if DHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

2. Conclusion of Preliminary Review: If at the conclusion of the preliminary file review there is/are facts(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Administrative Assistant will initiate an investigation to determine if the allegation(s) is/are true or false.

F. HOW DHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If DHA determines that an allegation or referral warrants follow-up, the Administrative Assistant will conduct the investigation. The steps taken will depend upon the nature of the allegations and may include, but are not limited to, the items listed below.

1. Credit Bureau Inquiries. In case involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity, which conflicts with the reported income of the family.

2. Georgia Labor Department: GDL may be contacted to verify wages, which may have been previously undisclosed or misreported.

3. Neighbor/ Witnesses: Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to DHA's review.

4. Others Agencies: Investigators, caseworker or representatives of other benefit agencies may be contacted.

5. Public Record: If relevant, DHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statement, voter registration, judgments, court or police records, state wages records, utility records and postal records.

G. PLACEMENT OF DOCUMENT, EVIDENCE AND STATEMENTS OBTANED BY DHA

Document and other evidence obtained by DHA during the course of an investigation will be considered "work product" and will be kept in the resident file.

H. CONCLUSION OF DHA'S INVESTIGATE REVIEW

At the conclusion if the investigate review, the reviewer will report the findings to the assisted Housing Director and/or Property Management Coordinator. It will then be determined whether a violation has occurred, or if the facts are inconclusive.

I. EVALUTION OF THE FINDINGS

1. If it is determined that a program violation has occurred, DHA will review the facts to determine:

   a. The type of violation. (Procedural, non-compliance, fraud.)

   b. Whether the violation was intentional or unintentional.

   c. What amount of money (if any) is owed by the resident.

   d. Is the family eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, DHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance
   This category applies when the resident " fails to " observe a procedure or requirement, DHA, but does not misrepresent a material fact, and there is no retroactive rent Owed by the family. Examples of non-compliance violation are:

   a. Failure to appear at a pre-scheduled appointment.
   b. Failure to return verification in the time period specified by DHA.

2. Failure to appear for Recertification appointment.
   In such cases a second appointment will be made for the family. If the second appointment is missed, the resident will go on temporary rent (resident pays full rent). Until such time as the recertification is completed.

3. Procedural Non-compliance - Overpaid Assistance

When the resident owes money to DHA for failure to report changes in income or assets, DHA will issue a Notification of Overpaid Assistance. This notice will contain the following

a. A description of the violation and the dates(s).

b. Any amount owed to DHA.

c. Give ten days (10) days to respond

d. The right to disagree and to request an informal hearing with instruction for the request of such hearing.

i. Resident Fail to Comply with DHA's Notice: If the resident fails to comply with DHA's notice, and a material provision of the lease has been violated, DHA will initiate termination of tenancy.

ii. Resident Complies with DHA's Notice: When a resident complies with DHA's notice, the staff person responsible will meet with him/her to discuss and explain the obligation or lease provision which was violated.

4. Intentional Misrepresentations

a. When a resident falsifies, misstates, omit or otherwise misrepresents a material fact which result (or would have result) in an underpayment of rent by the resident, DHA will evaluate whether or not:

i. The resident had knowledge that his/her actions were wrong, and
ii. That the resident willfully violated the lease or the law.

b. Knowledge that the action or inaction was wrong: This will be evaluated by determining if the resident was made aware of program requirements and prohibitions. The resident's signature on various certification, lease, and Personal Declaration and are adequate to establish knowledge of wrongdoing.

5. The resident willfully violated the law.
Any of the following circumstance will be considered adequate to demonstrate willful intent:

a. An admission by the resident of the misrepresentation.
b. That the act was done repeatedly.
c. I false name or Social Security Number was used.
d. That the resident omitted to other of the illegal action or omission.
e. That the resident omitted facts, which were known to them (e.g., employment of self or others household member).
f. That the resident falsified, forged or altered documents.

g. That the resident uttered and certified to statements at a rent (re) determination which were later independently verified to be false.
h. Any additional circumstances determined by DHA to constitute conference willful intent.

6. The Informal Conference for Serious Violation And Misrepresentation.

When DHA has established that material misrepresentation(s) have occurred, an Informal Conference will be scheduled with the family representative.

This conference will take place prior to any action by DHA. The purpose of such conference is to review the information and evidence obtain by DHA with the resident, and to provide an opportunity to explain any document findings, which conflict with representation in the resident file. Any documents or mitigating circumstances presented by the resident will be taken into consideration by DHA.

A secondary purpose of the informal conference is to assist DHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action DHA will consider;

a. The duration of the violation and numbers of false statement
b. The resident's ability to understand the rules.
c. The resident's willingness to cooperate, and to accept responsibility for action
d. The amount of money involved.
e. The resident's history.
f. Whether or not criminal intent has been established

7. Disposition of Case

In all cases of misrepresentation involving effort to recover monies owed, DHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following action:

a. Criminal Prosecution: If DHA has established criminal intent, and the case meets the criteria for prosecution, DHA may:

b. Refer the case to the Local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

c. Refer the case to HUD's RIGI, and terminate rental assistance.

d. Administrative Remedies: DHA may

i. Terminate tenancy and demand payment of restitution in full.

ii. Terminate tenancy and pursue restitution through civil litigation.

iii. Continue assistance at the correct rent upon repayment of restitution in full sixty (60) days

iv. Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with DHA's repayment policy.

8. Notification to Resident of Proposed Action.

DHA will notify the resident of the proposed action no later than ten (10) days after the resident conference by mail.

DECATUR HOUSING AUTHORITY
PHA GOVERNING BOARD

FY 2004

RESIDENT MEMBER of the PHA GOVERNING BOARD:

1) Frances Mosley
160 West Brooks Court
Decatur, GA 30030

Appointed by the Mayor for the term of March 1, 2000 through September 30, 2002 which has been extended to date (September 30, 2004).

DECATUR HOUSING AUTHORITY
RESIDENT ADVISORY BOARD

FY 2004

RESIDENT ADVISORY BOARD MEMBERS:

1) Frances Mosley, Public Housing Resident and Board of Commissioners

2) Mary Crawley, Public Housing Resident and Resident Association President

3) Betty Rockmore, Public Housing Resident

4) Robin Allen, Section 8 Participant

DECATUR HOUSING AUTHORITY
FLAT RENTS & INCOME BASED RENTS

FY 2004

The Housing Authority is required to establish Flat Rents for residents in Public Housing Developments under the regulations of the Quality Housing & Work Responsibility Act (QHWRA) of 1998. Flat Rents are the amount of tenant rent based on the market value of the apartment, as determined by the Housing Authority. The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued resident by families who are attempting to become economically self-sufficient.

FLAT RATE RENT SCHEDULE AMOUNTS

Swanton Heights	
0 Efficiency	$250.00
1 Bedroom	$360.00
2 Bedroom	$505.00
3 Bedroom	$569.00
4 Bedroom	$587.00
5 Bedroom	$603.00

Allen Wilson Terrace	
1 Bedroom	$329.00
2 Bedroom	$423.00
3 Bedroom	$485.00

Each Resident will be allowed the option of choosing an affordable rent by selecting one of the two methods (Income-based or Flat Rent) by which the Housing Authority will determine and calculate their rent. The Income-based Rent is the rental amount based on the household income and other information reported to the housing authority by the resident.

The selection is the resident's option and will be made at the time the resident initially leases with the housing authority or at his/her annual re-certification and corresponding lease renewal. A resident that chooses the flat rent may change the basis on which the rent is calculated at any re-examination and once during any twelve-month period.

Families who opt for a Flat Rent may request to have a re-examination and return to the formula-based method at any time.

DECATUR HOUSING AUTHORITY

DECONCENTRATION STATEMENT

FY2004

Component 3, (6) Deconcentration and Income Mixing

a. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.

b. ☐ Yes ☒ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

The Decatur Housing Authority has high expectations to significantly reduce any persistent levels of racial segregation and poverty concentration to make the communities not segregated by factors of income and race. The Housing Authority will focus on specific income mixing and fair housing obligations. We are committed to meeting the critical housing needs of the residents of the City of Decatur and their families to expand opportunities through housing assistance. To encourage income mixing the housing authority has implemented flat rents. The Housing Authority will work hard to bring higher income residents into any relatively lower income communities/buildings and lower income tenants into relatively higher income sites/communities. The Decatur Housing Authority will study classified buildings and prospective residents according to their income levels and then make lease-up decisions that would gradually improve the income mixing under public housing agency management.

Analysis Based on Average Income

Covered Developments	Total Annual Income	Average Income Per Dev.	Average Income of Covered Devs.	Income Range	Percentage of Median Income	Exempt
AWT GA011-01	1,716,963	8,585	8,864			
SH GA011-02	862,952	9,478	8,864			

Analysis Based on Bedroom Adjustment Factor Per Occupied Units (Step 1)

Covered Developments	0 Br	1 BR	2 BR	3 BR	4BR	5 BR	6 BR	Total Occupied Units
AWT	0	76	84	40				200
SH	4	16	18	18	28	7		91
Total	4	92	102	58	28	7	0	291
Computed HUD Adjustment Factor								

Bedroom Adjustment Factor Per Development Based on Occupied Units (Step 2)

Covered Developments	Total Occupied Units	Development Average Income	% of Average Income	% of Median Income	Exempt			
AWT	200							
SH	91							
Total	291							

SECTION 8 ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM

Housing Authority of the City of Decatur, GA

Note:
Wherever the reference "DDHA" is made, please substitute "Decatur Housing Authority".

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

Chapter 1 - STATEMENT OF POLICIES AND OBJECTIVES

1.1 INTRODUCTION
1.2 JURISDICTION
1.3 MISSION STATEMENT
1.4 OBJECTIVES
1.5 PURPOSE OF THE PLAN
1.6 ADMINISTRATIVE FEE RESERVE
1.7 RULES AND REGULATIONS
1.8 TERMINOLOGY
1.9 FAIR HOUSING POLICY
1.10 REASONABLE ACCOMMODATIONS POLICY
1.11 VERIFICATION OF DISABILITY
1.12 APPLYING FOR ADMISSION UNDER REASONABLE ACCOMMODATION
1.13 TRANSLATION OF DOCUMENTS
1.14 MANAGEMENT ASSESSMENT OBJECTIVES
1.15 RECORDS FOR MONITORING PROGRAM PERFORMANCE
1.16 PRIVACY RIGHTS
1.17 FAMILY OUTREACH
1.18 OWNER OUTREACH

Chapter 2 - ELIGIBILITY FOR ADMISSION

2.1 INTRODUCTION
2.2 ELIGIBILITY FACTORS
2.3 FAMILY COMPOSITION
2.4 HEAD OF HOUSEHOLD
2.5 SPOUSE OF HEAD
2.6 CO-HEAD
2.7 LIVE-IN ATTENDANTS
2.8 SPLIT HOUSEHOLD PRIOR TO VOUCHER ISSUANCE
2.9 MULTIPLE FAMILIES IN THE SAME HOUSEHOLD
2.10 JOINT CUSTODY OF CHILDREN
2.11 INCOME LIMITATIONS
2.12 MULTIJURISDICTION PHAS
2.13 MANDATORY SOCIAL SECURITY NUMBERS
2.14 CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS
2.15 VERIFICATION OF STATUS BEFORE ADMISSION
2.16 SIGNING CONSENT FORMS
2.17 OTHER CRITERIA FOR ADMISSIONS
2.18 TENANT SCREENING
2.19 CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT
2.20 INELIGIBLE FAMILIES
2.21 PROHIBITED ADMISSIONS CRITERIA

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

Chapter 3 - APPLYING FOR ADMISSION

3.1 INTRODUCTION
3.1 OVERVIEW OF APPLICATION TAKING PROCESS
3.2 OPENING/CLOSING OF APPLICATION TAKING
3.3 "INITIAL" APPLICATION PROCEDURES
3.4 APPLICANT STATUS WHILE ON WAITING LIST
3.5 TIME OF SELECTION
3.6 COMPLETION OF A FULL APPLICATION
3.7 REQUIREMENT TO ATTEND INTERVIEW
3.8 VERIFICATION
3.9 FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

Chapter 4 - ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

4.1 INTRODUCTION
4.2 WAITING LIST
4.3 SPECIAL ADMISSIONS
4.4 WAITING LIST PREFERENCES
4.5 LOCAL PREFERENCES
4.6 LOCAL PREFERENCES FOR TARGETED FUNDING PROGRAMS
4.7 TREATMENT OF SINGLE APPLICANTS
4.8 INCOME TARGETING
4.9 INITIAL DETERMINATION OF LOCAL PREFERENCE
4.10 PREFERENCE AND INCOME TARGETING ELIGIBILITY
4.11 CROSS-LISTING OF DIFFERENT HOUSING PROGRAMS AND SECTION 8
4.12 OTHER HOUSING ASSISTANCE
4.13 ORDER OF SELECTION
4.14 PREFERENCE DENIAL
4.15 REMOVAL FROM WAITING LIST AND PURGING

Chapter 5 - SUBSIDY STANDARDS

5.1 INTRODUCTION
5.2 DETERMINING FAMILY UNIT (VOUCHER) SIZE
5.3 OCCUPANCY STANDARDS
5.4 EXCEPTIONS TO SUBSIDY STANDARDS
5.5 REQUEST FOR EXCEPTIONS TO SUBSIDY STANDARDS
5.6 DDHA ERROR
5.7 CHANGES FOR APPLICANTS
5.8 CHANGES FOR PARTICIPANTS
5.9 UNDERHOUSED AND OVERHOUSED FAMILIES
5.10 TRANSFERS
5.11 UNIT SIZE SELECTED
5.12 HQS GUIDELINES FOR UNIT SIZE SELECTED

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

Chapter 6 - FACTORS RELATED TO TOTAL TENANT PAYMENT & FAMILY SHARE DETERMINATION

6.1 INTRODUCTION
6.2 INCOME AND ALLOWANCES
6.3 RELATIONS WITH WELFARE AGENCIES
6.4 ADJUSTED INCOME
6.5 ALLOWABLE DEDUCTIONS
6.6 DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES
6.7 APPLICABILITY TO CHILD CARE AND DISABILITY ASSISTANCE EXPENSE DEDUCTIONS
6.8 TRACKING THE EARNED INCOME EXCLUSION
6.8 INAPPLICABILITY TO ADMISSION
6.9 EXCLUSIONS FROM INCOME
6.10 MINIMUM RENT/MINIMUM RENT HARDSHIP
6.11 DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT
6.12 CARETAKER FOR CHILDREN
6.13 VISTORS/GUEST
6.14 REPORTING ADDITIONS TO OWNER AND DDHA
6.15 REPORTING ABSENCES TO DDHA
6.16 AVERAGING INCOME
6.17 MINIMUM INCOME
6.18 INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME
6.19 REGULAR CONTRIBUTIONS AND GIFTS
6.20 REGULARD CONTRIBUTION AND GIFTS AT INITIAL LEASE-UP
6.21 ALIMONY AND CHILD SUPPORT
6.22 LUMP-SUM RECEIPTS
6.23 CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS
6.24 ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE
6.25 CHILD CARE EXPENSES
6.26 MEDICAL EXPENSES
6.27 PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES
6.28 REDUCTION IN BENEFITS
6.29 UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

Chapter 7 - VERIFICATION PROCEDURES

7.1 INTRODUCTION
7.2 METHODS OF VERIFICATION AND TIME ALLOWED
7.3 THIRD-PARTY WRITTEN VERIFICATION
7.4 THIRD-PARTY ORAL VERIFICATION
7.5 REVIEW OF DOCUMENTS
7.6 SELF-CERTIFICATION/SELF-DECLARATION
7.7 RELEASE OF INFORMATION
7.8 COMPUTER MATCHING
7.9 ITEMS TO BE VERIFIED

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

7.10 VERIFICATION OF INCOME
7.11 SOCIAL SECURITY, PENSIONS, SUPPLEMENTRY SECURITY INCOME (SSI), DISABILITY INCOME
7.12 UNEMPLOYMENT COMPENSATION
7.13 TANF PAYMENTS OR GENERAL ASSISTANCE
7.14 ALIMONY OR CHILD SUPPORT PAYMENTS
7.15 NET INCOME A BUSINESS
7.16 CHILD CARE BUSINESS
7.17 RECURRING GIFTS
7.18 ZERO INCOME STATUS
7.19 FULL-TIME STUDENT STATUS
7.20 INCOME FROM ASSETS
7.21 VERIFICATION OF ASSETS
7.22 VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME
7.23 VERIFYING NON-FINANCIAL FACTORS
7.24 VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS
7.25 VERIFICATION OF SOCIAL SECURITY NUMBERS
7.26 MEDICAL NEED FOR LARGER UNIT

Chapter 8 - VOUCHER ISSUANCE AND BRIEFINGS

8.1 INTRODUCTION
8.2 ISSUANCE OF VOUCHERS
8.3 BRIEFING SESSIONS
8.4 BRIEFING TYPES AND REQUIRED ATTENDANCE
8.5 BRIEFING PACKET INFORMATION
8.6 OWNER BRIEFING SESSIONS
8.7 ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION
8.8 ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION
8.9 SECURITY DEPOSIT REQUIREMENTS
8.10 TERM OF VOUCHER
8.11 EXPIRATIONS
8.12 SUSPENSION OF VOUCHER
8.13 EXTENSIONS
8.14 ASSISTANCE TO VOUCHER HOLDER
8.15 VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS
8.16 REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

Chapter 9 - REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

9.1 INTRODUCTION
9.2 REQUEST FOR APPROVAL OF TENANCY
9.3 DISAPPROVAL OF RFAT
9.4 ELIGIBLE TYPES OF HOUSING
9.5 LEASE REVIEW

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

9.6 ACTIONS BEFORE LEASE TERM
9.7 SEPARATE AGREEMENTS
9.8 INITIAL INSPECTIONS
9.9 RENT LIMITATIONS
9.10 DISAPPROVAL OF PROPOSED RENT
9.11 INFORMATION TO OWNERS
9.12 OWNER DISAPPROVAL
9.13 CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE
9.14 CONTRACT EXECUTION PROCESS
9.15 CHANGE IN OWNERSHIP

Chapter 10 - HOUSING QUALITY STANDARDS AND INSPECTIONS

10.1 INTRODUCTION
10.2 GUIDELINES
10.3 TYPES OF INSPECTIONS
10.4 INITIAL HQS INSPECTIONS
10.5 INSPECTION OF UNIT
10.6 INSPECTIONS NOTICES
10.7 DEADLINE DATES FOR REPAIRS
10.8 EXTENSIONS
10.9 EMERGENCY REPAIRS
10.10 LANDLORD RESPONSIBILTY FOR THE REPAIR OF STANDARD HQS DEFICIENCIES
10.11 TERMINATION OF CONTRACT
10.12 ASSIGNING HQS RESPONSIBILITY
10.13 TENANT RESPONSIBILITY FOR DEFICIENCIES
10.14 INITIAL HQS INSPECTION
10.15 ANNUAL HQS INSPECTION
10.16 SPECIAL/COMPLAINT INSPECTION
10.17 RENT INCREASES
10.18 ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

Chapter 11 - OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

11.1 INTRODUCTION
11.2 RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM
11.3 MAKING PAYMENTS TO OWNERS
11.4 INTERIM CHECK RUN
11.5 RENT REASONABLENESS DETERMINATIONS
11.6 CENSUS TRACKS CODES BY ZONES
11.7 PAYMENT STANDARDS FOR THE VOUCHER PROGRAM
11.8 ADJUSTMENTS TO PAYMENT STANDARDS
11.9 PAYMENT STANDARDS FOR A FAMILY
11.10 OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

Chapter 12 - RECERTIFICATIONS

12.1 INTRODUCTION
12.2 ANNUAL ACTIVITIES
12.3 ANNUAL RECERTIFICATION/REEXAMINATION
12.4 MOVES BETWEEN REEXAMINATIONS
12.5 REEXAMINATION NOTICE TO THE FAMILY
12.6 PROCEDURE FOR ANNUAL RECERTIFICATION
12.7 COMPLETION OF ANNUAL RECERTIFICATION
12.8 COLLECTION OF INFORMATION
12.9 REQUIREMENTS TO ATTEND
12.10 FAILURE TO RESPOND TO NOTIFICATION TO RECERTIFY
12.11 DOCUMENTS REQUIRED AT RECERTIFICATION
12.12 VERIFICATION OF INFORMATION
12.13 TENANT RENT INCREASES
12.14 TENANT RENT DECREASES
12.15 REPORTING INTERIM CHANGES
12.16 DDHA ERRORS
12.17 INCOME CHANGES RESULTING FROM WELFARE
12.18 COOPERATION AGREEMENTS
12.19 NOTIFICATION OF RESULTS OF RECERTIFICATIONS
12.20 TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)
12.21 CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGE
12.22 CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES
12.23 MISREPRESENTATION OF FAMILY CIRCUMSTANCES

Chapter 13 - MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

13.1 INTRODUCTION
13.2 ALLOWABLE MOVES
13.3 RESTRICTIONS ON MOVES
13.4 PROCEDURE FOR MOVES
13.5 PORTABILITY
13.6 OUTGOING PORTABILITY
13.7 RESTRICTIONS ON PORTABILITY
13.8 INCOMING PORTABILITY
13.9 ABSORPTION OR ADMINISTRATION
13.10 INCOME AND TOTAL TENANT PAYMENT OF INCOMING PORTABLES
13.11 REQUESTS FOR APPROVAL OF TENANCY
13.12 REGULAR PROGRAM FUNCTIONS
13.13 TERMINATIONS
13.14 REQUIRED DOCUMENTS
13.15 BILLING PROCEDURES

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

Chapter 14 - CONTRACT TERMINATIONS

14.1 INTRODUCTION
14.2 CONTRACT TERMINATION
14.3 TERMINATION OF THE CONTRACT BY DDHA
14.4 NOTICE OF TERMINATION
14.5 TERMINATION BY THE FAMILY: MOVES
14.6 TERMINATION OF TENANCY BY THE OWNER: EVICTIONS
14.7 TERMINATION DUE TO INELIGIBLE IMMIGRATION STATUS

Chapter 15 - DENIAL OR TERMINATION OF ASSISTANCE

15.1 INTRODUCTION
15.2 GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE
15.3 FORM OF DENIAL/TERMINATION
15.4 MANDATORY DENIAL AND TERMINATION
15.5 GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE
15.6 "ONE-STRIKE" POLICY
15.7 HUD DEFINITIONS
15.8 STANDARD FOR VIOLATION
15.9 DRUG RELATED AND VIOLENT CRIMINAL ACTIVITY
15.10 DENIAL OF ASSISTANCE FOR SEX OFFENDERS
15.11 TERMINATION OF ASSISTANCE FOR PARTICPANTS
15.12 NOTICE OF TERMINATION OF ASSISTANCE
15.13 REQUIRED EVIDENCE
15.14 CONFIDENTIALITY OF CRIMINAL RECORDS
15.15 FAMILY OBLIGATIONS

Chapter 16 - OWNER DISAPPROVAL AND RESTRICTION

16.1 INTRODUCTION
16.2 DISAPPROVAL OF OWNER
16.3 OWNER RESTRICTIONS AND PENALTIES
16.4 CHANGE IN OWNERSHIP
16.5 REMEMDIES FOR OWNERS OVERPAYMENTS

Chapter 17 - CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS (for HAP contracts effective before 10/2/95)

17.1 INTRODUCTION
17.2 OWNER CLAIMS
17.3 UNPAID RENT
17.4 DAMAGES
17.5 VACANCY LOSS IN THE PRE-MERGER CERTIFICATE PROGRAM
17.6 MOVE-OUT AND CLOSE-OUT INSPECTIONS
17.7 PROCESSING CLAIMS

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

17.8 OTHER REQUIREMENTS FOR CLAIMS PROCESSING

Chapter 18 - OWNER OR FAMILY DEBTS TO THE PHA

18.1 INTRODUCTION
18.2 PAYMENT AGREEMENT FOR FAMILIES
18.3 LATE PAYMENTS
18.4 PAYMENT SCHEDULE FOR MONIES OWED TO DDHA
18.5 GUIDELINES FOR PAMENTS AGREEMENTS
18.6 DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION
18.7 OWNER DEBTS TO DDHA
18.8 REMOVING DEBTS

Chapter 19 - COMPLAINTS AND APPEALS

19.1 INTRODUCTION
19.2 COMPLAINTS TO THE PHA
19.3 TYPES OF COMPLAINTS AND REFERRING STAFF
19.4 CATEGORIES OF COMPLAINTS
19.5 INFORMAL REVIEW PROCEDURES FOR APPLICANTS
19.6 PROCEDURES TO FOLLOW IN CONDUCTING AN INFORMAL REVIEW
19.7 INFORMAL HEARING PROCEDURES
19.8 NOTIFICATION OF HEARING
19.9 THE HOUSING AUTHORITIES' HEARING PROCEDURES
19.10 HEARING AND APPEAL PROVISIONS FOR ASSISTANCE TO NON-CITIZENS"
19.11 INS DETERMINATION OF INELIGIBILTY
19.12 MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

Chapter 20 - SPECIAL HOUSING TYPES

20.1 INTRODUCTION
20.2 VERIFICATION OF NEED FOR REASONABLE ACCOMMODATION
20.3 SINGLE ROOM OCCUPANCY
20.4 CONGREGATE HOUSING
20.5 GROUP HOMES
20.6 SHARED HOUSING
20.7 COOPERATIVE HOUSING
20.8 MANUFACTURED HOMES
20.9 HOMEOWNERSHIP
20.10 HOMEOWNERSHIP COUNSELING
20.11 HOME INSPECTIONS
20.12 CONTRACT OF SALE
20.13 FINANCING THE PURCHASE OF THE HOME
20.14 REQUIREMENTS FOR CONTINUING ASSISTANCE
20.15 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

SECTION 8 ADMININSTRATIVE PLAN TABLE OF CONTENTS

20.16 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE
20.17 HOMEOWNERSHIP PORTABILITY
20.18 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE
20.19 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES
20.20 RECAPTURE OF HOMEOWNERSHIP ASSISTANCE

Chapter 21 - PROGRAM INTEGRITY ADDENDUM, FRAUD & PROGRAM ABUSE

21.1 INTRODUCTION
21.2 CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD
21.3 STEPS DDHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD
21.4 STEPS DDHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD
21.5 DDHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD
21.6 OVERPAYMENTS TO OWNERS
21.7 HOW DDHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD
21.8 PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY DDHA
21.9 CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW
21.10 EVALUATION OF THE FINDINGS
21.11 ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

GLOSSARY

CHAPTER 1

1.0 STATEMENT OF POLICIES AND OBJECTIVES

1.1 INTRODUCTION

The Section 8 Program, part of the Housing and Community Development Act of 1974, recodified the U.S. Housing Act of 1937. The U. S. Housing Act of 1937 has been amended many times since its inception. Requirements, as they apply to the Section 8 Certificate and Voucher Programs, are described in and implemented through the Housing Authority of the City of Decatur and/or the Housing Authority of the County of DeKalb, Georgia's **(Hereinafter referred to as Authority, Authorities, Housing Authority, Housing Authorities or DDHA)** Administrative Plan.

Administration of the Section 8 Housing Programs shall be in compliance with the Housing Authorities' Personnel Policy and the U.S. Department of Housing and Urban Development's (HUD) Section 8 Regulations, as well as, all Federal, State and local Fair Housing Laws and Regulations.

1.2 JURISDICTION

The jurisdiction of the Decatur Housing Authority is the City of Decatur and the jurisdiction of the DeKalb Housing Authority is the County of DeKalb, Georgia, excluding the City of Atlanta in DeKalb County, The City of Decatur, the City of Lithonia (except where specifically authorized), and any other municipalities that might be legally excluded.

1.3 MISSION STATEMENT

To serve the City of Decatur, County of DeKalb and their citizens by focusing on affordable housing and related economic development, employing creative endeavors and practicing sound financial management. In addition, to provide affordable housing that is safe and decent for eligible residents and to serve all customers with professional courtesy and respect.

1.4 OBJECTIVES

The objective of the Housing Authorities is to provide housing opportunities to our eligible citizens through the Section 8 Housing Programs. The Housing Authorities' Section 8 Housing Programs are designed to achieve the following major goals:

- To provide decent, safe, and sanitary housing for eligible families with rent payments at an affordable level.
- To promote freedom of housing choice for eligible families of all races and ethnic backgrounds.
- To encourage participation of private property owners to rent to Section 8 participants by providing a program that operates efficiently and effectively, including offering timely assistance payments and minimal paperwork requirements.
- To promote Family Self-Sufficiency (FSS).
- To administer a high-performing Section 8 program to all those participating families that will provide them with a positive experience.
- Provide greater housing opportunities through the Section 8 Homeownership program**.**

- To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

1.5 PURPOSE OF THE PLAN

The Housing Authorities are jointly establishing policies for administering the Section 8 Program in a manner consistent with HUD requirements and objectives. This Administrative Plan covers both admissions to and continued participation in the Section 8 Program. Policies are the same for both Housing Authorities unless otherwise noted.

The Housing Authorities are responsible for complying with and incorporating into its Administrative Plan all changes in HUD regulations pertaining to the Section 8 Program. If changes conflict with this Plan, HUD regulations will have precedence. The original Plan and any changes must be approved by the Boards of Commissioners of each Authority and a copy provided to HUD.

This administrative plan is a supporting document to DDHA's Agency plan and is available for public review during normal business hours as required by CFR 24 Part 903.
Applicable regulations include:

24 CFR Part 5: General Program Requirements
24 CFR Part 8: Nondiscrimination
24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

Local rules that are made part of this plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

1.6 ADMINISTRATIVE FEE RESERVE

The expenditure of funds from the administrative fee reserve will be made in accordance with the policies of the Housing Authorities' Board of Commissioners.

1.7 RULES AND REGULATIONS

This Administrative Plan is designed to define the Authorities' local policies for operation of the Section 8 Program in the context of Federal Laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, other applicable law, or HA policies and procedures. The policies in this administrative plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

1.8 TERMINOLOGY

The Housing Authority of Decatur/DeKalb County is also referred to as "PHA" or "Housing Authority" throughout this document.
"Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.
"Tenant" is used to refer to participants in terms of their relation to landlords.

"Landlord" and "owner" are used interchangeably.
"Disability" is used where "handicap" was formerly used.
"Non-citizens Rule" refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.
The Housing Choice Voucher Program refers to the merged program effective as of 10/1/99.
"HQS" means the Housing Quality Standards required by regulations as enhanced by the PHA.
"Failure to Provide" refers to all requirements in the first Family Obligation. See "Denial or Termination of Assistance" chapter.
See Glossary for other terminology.

1.9 FAIR HOUSING POLICY

It is the policy of the Housing Authorities to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

The Housing Authorities shall not deny any family or individual the opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial status, disability, handicap or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights Laws, the Housing Authorities will provide Federal/State/local information to Voucher holders regarding “discrimination” and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Voucher holder’s briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participa-tion in, or otherwise be subjected to discrimination because the Housing Authorities’ facilities are inaccessible to or unusable by persons with disabilities.

The Housing Authorities are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the following TTD/TDY telephone number 404-377-0489.

1.10 REASONABLE ACCOMMODATIONS POLICY

It is the policy of DDHA to comply fully with all Federal, State and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. DDHA strives to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to families.

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before DDHA will treat a person differently than anyone else. DDHA's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the

housing program and related services. The availability of requesting an accommodation will be made known by including notices on DDHA forms and letters.
This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with DDHA, when DDHA initiates contact with a family including when a family applies, and when DDHA schedules or reschedules appointments of any kind.
To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

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

Note: This is not the same as the HUD definition used for purposes of determining allowances.
Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, DDHA will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If DDHA finds that the requested accommodation creates an undue administrative or financial burden, DDHA will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of DDHA (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on DDHA.

DDHA will provide a written decision to the person requesting the accommodation within a reasonable time period. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review DDHA's decision.

Reasonable accommodation will be made for persons with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All DDHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

1.11 VERIFICATION OF DISABLILITY

DDHA will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

1.12 APPLYING FOR ADMISSION UNDER REASONABLE ACCOMMODATION

All persons who wish to apply for any of DDHA's programs must submit a pre-application in written format as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability. To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by DDHA staff to review the information on the full application form.

Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary

1.13 TRANSLATION OF DOCUMENTS

In determining whether it is feasible to provide translation of documents written in English into other languages, DDHA will consider the following factors:

A. Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.
B. Estimated cost to PHA per client of translation of English written documents into the other language.
C. The availability of local organizations to provide translation services to non English speaking families.
D. Availability of BI-lingual staff to provide translation for non-English speaking families.

1.14 MANAGEMENT ASSESSMENT OBJECTIVES

DDHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that DDHA is using its resources in a manner that reflects its commitment to quality and service. DDHA policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators:

1) Selection from the Waiting List
2) Reasonable Rent
3) Determination of Adjusted Income
4) Utility Allowance Schedule
5) HQS Quality Control Inspections

6) HQS Enforcement
7) Expanding Housing Opportunities
8) Payment Standards
9) Annual Re-examinations
10) Correct Tenant Rent Calculations
11) Pre-Contract HQS Inspections
12) Annual HQS Inspections
13) Lease-up
14) Family Self-Sufficiency Enrollment and Escrow Account Balances
15) Bonus Indicator Deconcentration

Supervisory quality control reviews will be performed by a DDHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

1) Selection from the waiting list
2) Rent reasonableness
3) Determination of adjusted income
4) HQS Enforcement
5) HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

1.15 RECORDS FOR MONITORING PROGRAM PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, DDHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess DDHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits. SEMAP supporting documentation, records and reports will be maintained for the purpose of:

- Demonstrating that families were selected from the waiting list in accordance with the Administrative Plan policies and met the correct selection criteria.
- Determining that tenant files indicate that DDHA approved reasonable rents to owners at the time of initial lease-up and before any increase in rent.
- Monitoring DDHA practices for obtaining income information, proper calculation of allowances and deductions, and utility allowances used to determine adjusted income for families.
- Demonstrating that DDHA have analyzed utility rates locally to determine if there has been a change of **10%** or more since the last time the utility schedule was revised.
- Determining that during the fiscal year DDHA perform supervisory HQS quality control inspections for at least **5%** of all units under contract.
- Determining that a review of selected files indicate that for at least **98%** of failed inspections, DDHA ensure timely correction of HQS deficiencies or abates Housing Assistance Payments HAPs or takes vigorous action to enforce family obligations
- Demonstrating that DDHA provide families and owners information, which actively promotes the deconcentration of assisted families in low-income neighborhoods.
- Demonstrating that the Voucher payment standards are not less than **90%** of the current

FMR/exception rent limit unless otherwise approved by HUD.
- Demonstrating that all annual re-exams are processed on time.
- Demonstrating that less than **2%** of all tenant files have rent calculation discrepancies.
- Demonstrating that (**100%**) of newly leased units passed HQS inspections before HAP contract date.
- Demonstrating that DDHA lease (**95-100%**) of budgeted units during the fiscal year.
- Determining that DDHA have filled of its FSS slots.

1.16 PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/DDHA will release family information. DDHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

In accordance with HUD/DDHA requirements, DDHA will furnish prospective owners, if requested, with the family's current address as shown in the Authorities' records and, if known to DDHA, the name and address of the landlord at the family's current or prior address.

A statement of DDHA' policy pertaining to release of information will be included in the briefing packet provided to the family.

DDHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in an area that is accessible by authorized staff only.

DDHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action.

The staff person utilizing a file is responsible for its security until returned to the storage area.

1.17 FAMILY OUTREACH

DDHA will publicize and disseminate information to the public to make known the availability of housing assistance and related services for eligible families on a regular basis. When DDHA's waiting list is open, DDHA will publicize the availability and nature of housing assistance for eligible families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspapers, DDHA will distribute information community service agencies and personnel. DDHA will also utilize public service announcements.

The PHA will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

1.18 OWNER OUTREACH

DDHA makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

DDHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families.

DDHA encourages participation by owners of suitable units located outside areas of low poverty or minority concentration.

DDHA conducts regular scheduled briefings/meetings with participating owners to improve owner relations and to recruit new owners.

DDHA will maintain lists of available housing submitted by owners in all neighborhoods within

DDHA's jurisdiction to ensure greater mobility and housing choice to program participants with active vouchers. The lists of owners and units will be provided at the front desk and provided at briefings.

DDHA staff initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

DDHA will actively recruit property owners with property located outside areas of minority and poverty concentration and apply for exception payment standards if DDHA determines it is necessary to make the program more accessible in DDHA's jurisdiction .

DDHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DDHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted.

The purpose of these activities is to provide more choice and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside DDHA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

DDHA shall periodically:

- Request the HUD Field Office to furnish a list of HUD-held properties available for rent.
- Develop working relationships with owners and real estate broker associations.
- Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.
- Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with

Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.

Chapter 2

2.0 ELIGIBILITY FOR ADMISSION

2.1 INTRODUCTION

This Chapter defines both HUD and Decatur/DeKalb Housing Authority's (DDHA) criteria for admission and denial of admission to the program. The policy of DDHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. DDHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by DDHA pertaining to their eligibility.

2.2 ELIGIBILITY FACTORS

DDHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by DDHA.

The HUD eligibility criteria are:

- **An applicant must be a "family"**
- **An applicant must be within the appropriate Income Limits**
- An applicant must furnish Social Security Numbers for all family members age six and older
- An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification when required
- At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before DDHA may provide any rental assistance.
- An applicant must sign consent authorization documents

Reasons for denial of admission are addressed in the "Denial or Termination of Assistance" chapter. These reasons for denial constitute additional admission criteria.

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of Citizenship/Eligible Immigrant Status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a Voucher.

2.3 FAMILY COMPOSITION

An applicant must qualify as a "family. A family may be a single person or group of persons. A "family" includes a family with or without a child or children. A group of persons consisting of two or

more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. DDHA determines if any other group of persons qualifies as a "family".

DDHA defines any other group of persons who qualifies as a “family” as a group of people related by blood, marriage or adoption that lives together in a stable family relationship.

A Single Person Family May Be:

An **elderly person**, which is:
a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
b. Two or more persons who are at least 62 years of age living together; or
c. One or more persons who are at least 62 years of age living with one or more live-in aides.

A **near-elderly person**, which is:
a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

A **displaced person is,**
a. A family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
b. A remaining member of a tenant family authorized to be on the lease is also considered displaced.

A **person with a disability**, which is:
a. A family whose head, spouse, or sole member is a person with disabilities;
b. Two or more persons with disabilities living together; or
c. One or more persons with disabilities living with one or more live-in aides.

Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.

Any other single person

Children temporarily absent from the home due to placement in foster care are considered family members. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.

2.4 HEAD OF HOUSEHOLD

The head of household is the **adult** member of the household who is 18 years of age or older, and is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

2.5 SPOUSE OF HEAD

Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is the marriage partner whom, in order to dissolves the relationship, and would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Common-law marriages/relationships are no longer recognized in the state of Georgia effective January 1, 1997. If the common-law relationship existed prior to January 1, 1997, the relationship can be considered in determining a family's eligibility for assistance.

2.6 CO-HEAD

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

2.7 LIVE-IN ATTENDANTS

A Family may include a live-in aide provided that such live-in aide:

1. Is determined by DDHA to be essential to the care and well being of an elderly person, a near-elderly person (50-61), or a person with disabilities,
2. Is not obligated for the support of the person(s), and
3. Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

1. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
2. Live-in aides are not subject to Non-Citizen Rule requirements.
3. Live-in aides may not be considered as a remaining member of the tenant family.
4. Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live in Aide may only reside in the unit with the approval of DDHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker.

The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled. Verification must include the hours the care will be provided.
DDHA will apply the same standards of verification that is applied to applicants for admission into the Section 8 programs.

DDHA will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and the reasonable accommodation section in Chapter 1 of this administrative plan.

DDHA will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
2. **The person commits drug-related criminal activity or violent criminal activity; or**
2. The person currently owes rent or other amounts to DDHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

2.8 SPLIT HOUSEHOLDS PRIOR TO VOUCHER ISSUANCE

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

A. Which family member applied as head of household.
B. Which family member has legal custody the children or any disabled or elderly members.
C. The circumstances that existed when separated
D. Restrictions that were in place at the time the family applied.
E. Role of domestic violence in the split.
F. Information and/or recommendations of social service agencies or qualified professionals such as children's welfare agency that has knowledge of the situation.
G. Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by DDHA.
H. In cases where domestic violence played a role, the standard used for verification will be the same, as that required for the "domestic violence" preference.
I. DDHA will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home (See "Establishing Preferences and Maintaining the Waiting List" chapter).

2.9 MULTIPLE FAMILIES IN THE SAME HOUSEHOLD

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

2.10 JOINT CUSTODY OF CHILDREN

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a self-certification required of families who claim joint custody or temporary guardianship.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

2.11 INCOME LIMITATIONS

To be eligible for assistance, an applicant family must have an annual income at the time of admission that does not exceed the income limits for occupancy for a family of that size as established by HUD. The family must qualify under one or more of the following criteria:

- An extremely low income or a very low-income family;
- To be income eligible the family may be under the low-income limit in any of the following categories:
  - A. A very low-income family.
  - B. A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within **120** days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.
  - C. A low-income family that meets additional eligibility criteria specified by DDHA.
  - D. A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.
  - E. A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.
  - F. A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.
  - G. A low-income family or moderate income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.
  - H. A low-income family that qualifies for Voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

In accordance with DDHA Annual Plan, DDHA's criteria for admitting Low Income families, in addition to those required under the regulations and identified above, is to admit families who:

- A. Are pursuing their education
- B. Are participating in an **economic self-sufficiency program**
- C. Are working full time (part-time)

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review. Income limits apply only at admission and are not applicable for continued occupancy.

2.12 MULTIJURISDICTIONAL PHA'S:

The applicable income limit used for initial issuance of a voucher is the highest income limit within DDHA's jurisdiction.

Portability: For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving PHA in which they want to live.

2.13 MANDATORY SOCIAL SECURITY NUMBERS

Families are required to provide verification of Social Security Numbers for all family members age 6 and older prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program.
Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

Persons who have not been issued a Social Security Number must sign a certification that they have never been issued a Social Security Number.

Persons who disclose their Social Security Number but cannot provide verification must sign a certification and provide verification within 60 days. Elderly persons must provide verification within 120 days.

2.14 CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

All members ineligible. Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students. Defined by HUD in the non-citizen regulations at 24 CFR 5.522. Not eligible for assistance.

Appeals. For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

2.15 VERIFICATION OF STATUS BEFORE ADMISSION

DDHA **will not** provide assistance to families prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

2.16 SIGNING CONSENT FORMS

In order to be eligible each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, must sign one or more consent forms for obtaining information required by DDHA, including Form HUD-9886.

2.17 OTHER CRITERIA FOR ADMISSIONS

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease within the past five (5) years.
DDHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

A) The family must not have violated any family obligation during a previous participation in the Section 8 program for five (5) years prior to final eligibility determination. DDHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.

B) The family must pay any outstanding debt owed DDHA or another PHA as a result of prior participation in any federal housing program.

C) The family must be in good standing regarding any current payment agreement made with DDHA or another PHA for a previous debt incurred, before DDHA will allow participation in its Section 8 program.

D) If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the PHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum).

F) The family, and all of their household members, must have no conviction record of drug-related criminal activity, violent criminal activity and/or felony criminal activity within the last five (5) years.

G) The family must be able to demonstrate the capacity to comply with the terms and conditions of the lease. This determination shall be made on a case-by-case basis and shall not be used to exclude a particular group by age, disability, etc. In determining the family’s capacity to comply with the lease obligations, DDHA must consider the family’s ability to secure outside assistance in meeting those obligations.

2.18 TENANT SCREENING

DDHA will take into consideration any of the criteria for admission described in the "Denial or Termination of Assistance" chapter.

DDHA **will not** screen family behavior or suitability for tenancy. DDHA will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before DDHA approval of the tenancy, DDHA will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for screening families based on their tenancy histories, including such factors as:

A) Payment of rent and utility bills
B) Caring for a unit and premises
C) Respecting the rights of other residents to the peaceful enjoyment of their housing
D) Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
E) Compliance with other essential conditions of tenancy.

DDHA will give the owner:

A) The family's current and prior address as shown in DDHA's records; and
B) The name and address (if known by the PHA) of the landlord at the family's current and prior address.

DDHA will not provide the owner with other information in DDHA's possession concerning the family, including:

a) Information about the family's tenancy history; or

b) Information about drug-trafficking by family members
c) If requested, the same types of information will be supplied to all owners.

DDHA will advise families how to file a complaint if they have been discriminated against by an owner. DDHA will advise the family to make a Fair Housing complaint. DDHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

2.19 CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

2.20 INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See "Complaints and Appeals" chapter for additional information about reviews and hearings.

2.21 PROHIBITED ADMISSIONS CRITERIA

Admission to the program may not be based on where the family lives before admission to the program.

Admission to the program may not be based on:

a) Where a family lives prior to admission to the program.
b) Where the family will live with assistance under the program.

c) Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock.
d) Discrimination because a family includes children.
e) Whether a family decides to participate in a family self sufficiency program; or
f) Other reasons as listed in the "Statement of Policies and Objectives" chapter under the Fair Housing and Reasonable Accommodations sections.

Chapter 3

3.0 APPLYING FOR ADMISSION

3.1 INTRODUCTION

The policy of Decatur/DeKalb Housing Authority (DDHA) is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply.

The primary purpose of the intake function is to gather information about the family, but DDHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

3.2 OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit DDHA to gather information and determine placement on the waiting list. The pre-application will contain questions designed to obtain pertinent program information.
Families who wish to apply for any one of DDHA's programs must complete a written application form when pre-application taking is open**.** Pre-applications will be made available in an accessible format upon request from a person with a disability.
When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete a pre-application. Upon the receipt of the completed pre-application, DDHA staff person receiving it will date and time stamp the application. Pre-applications may also be mailed to interested families with a disability and applicant families.
The pre-application process will involve two phases. The first is the "initial" pre-application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.
The completed pre-application will be used to determine the initial eligibility of the applicant family. Once this determination has been made, the applicant family will be placed on the waiting list in accordance with the policies as contained herein. Placement on the waiting list is based on non-verified information provided by the family from the pre-application.

3.3 OPENING AND CLOSING THE WAITING LIST

A. Opening the Waiting List

DDHA will utilize the following procedures for opening the waiting list:
When DDHA opens the waiting list, DDHA will advertise at a minimum through appropriate public notice in newspapers, including minority publications.
The notice will contain:

1. The dates, times, and the locations where families may apply.
2. The programs for which applications will be taken.
3. A brief description of the program.
4. A statement that public housing residents must submit a separate application if they want to apply for section 8.
5. Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. The notice will provide potential applicants with information that includes DDHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local **preferences**.
Upon request from a person with a disability, reasonable additional time will be given as an accommodation for submission of an application after the closing deadline. This accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.
If the waiting list is open, DDHA will accept pre-applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in the "Denial or Termination of Assistance" chapter of this Administrative Plan.

B. Closing the Waiting List

Closing the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in local newspapers of general circulation and also by any available minority media. DDHA can, at it’s discretion, announce the opening and closing of the waiting list.

C. Limits on Who May Apply

When the waiting list is open:

a) Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete a pre-application.

b) Depending upon the composition of the waiting list with regard to family types and preferences and to better serve the needs of the community, DDHA may only accept pre-applications from families claiming preference(s).
When the pre-application is submitted to DDHA:
It establishes the family's date and time of the pre-application for placement order on the waiting list.

3.4 “INITIAL" APPLICATION PROCEDURES

The purpose of the pre-application is to permit DDHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

1. Name(s) of the Head(s) and all Family Members, with their dates of birth
2. Sex and relationship to the Head(s) of Household
3. Street Address and telephone number(s)
4. Mailing address (if P.O. Box or different from street address)
5. Amount(s) and source(s) of all income received by all adult household members
6. Information regarding disabilities and/or special needs/accommodations requirements
7. Information related to qualification for a preference or other priority determinants, if applicable at the time
8. Social Security Numbers for all household members
9. Race/ethnicity/marital status
10. Citizenship/eligible immigration status
11. Criminal history and evidence of rehabilitation, if applicable
12. Landlord history (current and previous)
13. Emergency contact person and address
14. Date and time of pre-application

Duplicate pre-applications, including applications from a segment of an applicant household, will not be accepted.
Ineligible families will not be placed on the waiting list.
Pre-applications will not require an interview. The information on the pre-application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.
The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time DDHA ensures that verification of all HUD and DDHA eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

3.5 APPLICANT STATUS WHILE ON WAITING LIST

Applicants are required to inform DDHA in writing of changes in address. Applicants are also required to respond to requests from DDHA to update information on their pre-application and to determine their interest in Section 8 rental assistance.
If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing or in an accessible format upon request, as a reasonable accommodation.
Upon completion of the pre-application, the applicant will be given a date stamped copy of the pre-application as written notification of preliminary eligibility. The date stamp on the pre-application will acknowledge receipt of their pre-application for admission into the program.
If the family is determined to be ineligible based on the information provided in the pre-application, DDHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons

with disabilities may request to have an advocate attend the informal review as an accommodation. See "Complaints and Appeals" chapter.

3.6 TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements. In addition to their sequence, families will also be selected based on date, time and verified preference by DDHA.
When there is insufficient funding available for the family at the top of the list, DDHA will not admit any other applicant until funding is available for the first applicant.
Based on DDHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool". Selection from the pool will be based on completion of verification.

3.7 COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list, and prior to completing the full application.
The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list. If the applicant cannot verify their preference, the applicant will be returned to the waiting list based on the date and time of the pre-application without a preference.
After the preference is verified and when DDHA is ready to select applicants, applicants will be required to:

I. Complete a Personal Declaration Form prior to the full application interview.

II. Complete a full application in his or her own handwriting at the full application for admission interview, unless assistance is needed, or a person with a disability makes a request for accommodation. DDHA staff will review the information on the full application form and will then interview applicant. The applicant will sign and certify that all information is complete and accurate.

3.8 REQUIREMENT TO ATTEND INTERVIEW

DDHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information, which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other DDHA services or programs, which may be available.
The head of household and all other adult family members are required to attend the interview and sign the housing application.
Exceptions may be made for students attending school out of state.
If the Head(s) of Household or any adult family member is not present for the full application interview, the interview will not be conducted and DDHA will schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied and any further consideration will require the applicant family to reapply.
If the applicant family can provide written proof that their failure to attend their scheduled appointment was due to a medical or family emergency that required the direct involvement of the Applicant Family Head(s) of Household, or other adult family member, the Housing

Authority will afford the Applicant one additional opportunity to complete the Formal Application. This proof must be provided within three (3) days after the missed appointment.
It is the applicant's responsibility to reschedule the interview if s/he misses the appointment. If the applicant does not reschedule or misses one (1) scheduled meeting, DDHA will reject the application. Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than five (5) days from the original appointment date**.** The request must be made to the staff person who scheduled the appointment.
If an applicant fails to appear for their interview without prior approval of DDHA, their application will be denied unless they can provide acceptable documentation to DDHA that an emergency prevented them from calling.
Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.
If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See "Complaints and Appeals" chapter.)
All adult members must sign the HUD Form 9886, Release of Information, the application form and all supplemental forms required by DDHA, the declarations and consents related to citizenship/immigration status and any other documents required by the PHA. Applicants will be required to sign specific verification forms for information, which is not covered, by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by DDHA.
If DDHA determines at or after the interview that additional information or document(s) are needed, DDHA will request the document(s) or information in writing. The family will be given ten (10) days to supply the information.
If the information is not supplied in this time period, DDHA will provide the family a notification of denial for assistance. (See "Complaints and Appeals" chapter)

3.9 VERIFICATION

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than sixty (60) days old at the time of issuance of the Voucher.

3.10 FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, DDHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by DDHA, and the current eligibility criteria in effect. If the family is determined to be eligible, DDHA will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

Chapter 4

4.0 ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

4.1 INTRODUCTION

It is Decatur/Dekalb Housing Authority's (DDHA) objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.
This chapter explains the local preferences in which DDHA has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains DDHA's methods of administering them. By maintaining an accurate waiting list, DDHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

4.2 WAITING LIST

DDHA uses a separate waiting list for admissions to the tenant-based assistance program of the City of Decatur, Georgia and DeKalb County, Georgia.
Except for Special Admissions, applicants will be selected from DDHA waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.
DDHA will maintain information that permits proper selection from the waiting list.
The waiting list contains the following information for each applicant listed:

a. Applicant name
b. Family unit size (number of bedrooms family qualifies for under DDHA subsidy standards)
c. Date and time of application

d. Qualification for any local preference
e. Racial or ethnic designation of the head of household

4.3 SPECIAL ADMISSIONS

If HUD awards DDHA program funding that is targeted for specifically named families, DDHA will admit these families under a Special Admission procedure. Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. DDHA maintains separate records of these admissions.

DDHA may limit the number of applicants for "Special Programs by an amount not to exceed 10% of its total allocation (minus its allocation for special funded units).

The following are examples of types of special program funding that may be designated by HUD for families living in a specified unit:
1) A family displaced because of demolition or disposition of a public or Indian housing project;
2) A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
3) For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;
4) A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
5) A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
Applicants, who are admitted under Special Admissions, rather than from the waiting list, are identified by codes in the automated system.

4.4 WAITING LIST PREFERENCES

An applicant will not be granted any local preference if any member of the family has been evicted from housing assisted under a 1937 Housing Act program during the past Five years (5) because of drug-related criminal activity.
The DDHA will grant an exception to such a family if:
1) The responsible member has successfully completed a rehabilitation program.
2) The evicted person clearly did not participate in or know about the drug related activity.
3) The evicted person no longer participates in any drug related criminal activity.
If an applicant makes a false statement in order to qualify for a local preference, DDHA will deny the local preference and deny admission to the program for the family.

4.5 LOCAL PREFERENCES

Consistent with DDHA Agency Plan, DDHA will select families based on the following preferences, local housing needs (currently living in DeKalb County) and priorities:

A. <u>Involuntary Displacement by Government Action</u>

This category applies to an activity carried out by an agency of the United States or by any State or local government in connection with a public improvement or development program within DeKalb County, or to a disaster declared by an agency of the United States or local code enforcement activity in connection with the condemnation of a unit due to substandard housing conditions.

Involuntarily displaced applicants are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of verification by DDHA. Families must claim this preference no later than sixty (60) days from the notice date of condemnation.
Families are considered to be involuntarily displaced if they are required to vacate housing as a result of:
1. A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.
2. Federal, state or local government action related to code enforcement, public improvement or development.
In order to receive the displacement preference, applicants who have been displaced must not be living in standard, permanent replacement housing.

Standard replacement housing is defined, as housing that is decent, safe and sanitary according to Housing Quality Standards and local housing code. Standard housing is adequate for the family size according to Housing Quality Standards and local code and that the family is occupying pursuant to a written or oral lease or occupancy agreement.

Standard replacement housing *does not* include transient facilities, hotels, motels, temporary shelters, and (in the case of Victims of Domestic Violence) housing occupied by the individual who engages in such violence.

It does <u>not</u> include any individual imprisoned or detained pursuant to State Law or an Act of Congress. Shared housing with family or friends is not considered temporary and is considered standard replacement housing.

B. Family, Elderly and Persons With Disabilities who are DeKalb County Residents:

1. Elderly and Disabled Paying More Than 50% of Income for Rent and Utilities - An Applicant Family who is paying more than 50% of income for rent and utilities includes payments for rent or amortized the purchase price of a manufactured home plus the cost of the Authorities' reasonable estimate of Tenant-purchased utilities (except telephone and other housing services that are normally included in rent).

Written notices from landlords, owners, owner/agents that the Applicant Family has been or will have to be displaced; leases, rent receipts, copies of utility bills (must be in Applicant Family's name) showing that the Applicant Family is paying more than 50% of income for rent and utilities; and verification from landlords, owners, owner/agents, governmental agencies, etc. that the Applicant Family is about to be involuntarily displaced. Documentation of the above must be in written form and is necessary at the time of the interview.

2. All Families and all Elderly and Disabled Families Paying Less Than 50% of Income for Rent and Utilities.

C. All Families, Elderly and Disabled Persons Who Are Not DeKalb County Residents.

The Authorities will first address its requirement to provide 75% of its assistance to persons at or below 30% of median income (adjusted by family size). After having met this requirement the Authorities will select applicants in the above preference order from applicants whose income is greater than 30% of median, except in the case of governmental displacement.

D. All Other Families

Families who are not DeKalb County residents paying over 50% of their income for rent or who live in substandard housing.

DDHA will not deny a local preference, nor otherwise exclude or penalize a family in admission to the Section 8 program, solely because the family resides in public housing.

4.6 LOCAL PREFERENCES FOR TARGETED FUNDING PROGRAMS

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.
Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes on the waiting list. DDHA has the following "Targeted" Programs:

D1. Family Unification Program (FUP)

This category applies to families that are referred to DDHA from the Department of Family and Children Services (DFCS) that have been certified by DFCS eligible to participate in this specially funded Program for children at risk case management services are provided by DFCS.

D2. HUD-VASH Program

This category applies to disabled Veterans that are referred to DDHA from the Veterans' Administration who are homeless veterans with severe psychiatric or substance abuse disorders. These individuals are certified by the Veterans affairs case managers who continue to provide on-going case management.

D3. Alternatives in DeKalb

This is a special allocation of units set aside to assist mentally challenged applicants who require ongoing supportive services and are in need of housing. Eligibility and case management services are provided by the DeKalb Board of Health or related organization.

D4. State VoRehab Barrier Free Housing

This category is for persons with mobility impairments who are enrolled in the Georgia Vocational Rehabilitation Program and require a barrier-free or otherwise accessible unit. Eligibility and case

management services are provided by the Georgia Department of Human Resources, Division of Rehabilitation Services.

D5. Homeless Program

This category is for persons with disabilities who are or will be enrolled in an approved Program aimed at increasing their economic self-sufficiency or their ability to live independently. Referrals are accepted from agencies that serve the homeless. Twenty-five (25) Certificates and/or Vouchers have been reserved for this Preference.

D6. Lithonia Housing Authority Units

This category is for persons who have been determined eligible and who currently reside in the City of Lithonia and/or contiguous areas who have expressed the desire to reside in a rental unit owned by the Housing Authority of the City of Lithonia, Georgia.

D7. Any Other Approved Special Programs by DDHA and/or HUD

4.7 TREATMENT OF SINGLE APPLICANTS

DDHA will select single persons who are elderly (age 62 or older), disabled, displaced, (homeless), or persons with disabilities over other single persons regardless of preference status. “Other Singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they cannot be selected for assistance before any one or two person elderly, disabled or displaced family regardless of local preferences.

4.8 INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act of 1998, each fiscal year DDHA will reserve a minimum of seventy-five percent (75%) If its Section 8 new admissions for families whose income does not exceed 30 percent of the area median income. HUD refers to these families as "extremely low-income families." DDHA will admit families who qualify under the Extremely Low Income limit if necessary to meet the income-targeting requirement, regardless of preference. This requirement will automatically change if HUD/Congress changes the requirements.
DDHA’s income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.
DDHA is also exempted from this requirement where DDHA is providing assistance to low income or moderate-income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

4.9 INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of application, an applicant's entitlement to a local preference may be made on the following basis.
An applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of

eligibility, the preference will be verified. However, when the Formal Application for Admission is taken, the Applicant Family will be required to submit **proof** that the preference they claimed on their Pre-Application still exists.
If the applicant cannot verify the preference claimed, the Applicant Family will be returned to the Waiting List in the position that he/she should have been placed without the preference. If the applicant Family experiences a change of circumstances, after being returned to the Waiting List without a preference, the Authorities will reinstate the Preference upon receipt of written notification of the change.
For Special Programs or Special Allocations, if the applicant Family does not meet the qualifications for participation in the program, and this is the only means by which the Applicant Family has been allowed to file an Application or Pre-Application, then the applicant Family's Application or Pre-Application will be removed from the Waiting List.

The applicant Family will be afforded the right to an Informal Review, as discussed in "Complaints and Appeals" chapter, based on any adverse action by the Authorities regarding this section.

4.10 PREFERENCE AND INCOME TARGETING ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify DDHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the appropriate order determined by the newly claimed preference.
The exception to this is, if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.
If the family's verified annual income, at final eligibility determination, does not fall under the Extremely Low Income limit and the family was selected for income targeting purposes before family(ies) with a higher preference, the family will be returned to the waiting list.

4.11 CROSS-LISTING OF DIFFERENT HOUSING PROGRAMS AND SECTION 8

The Authorities will maintain separate Waiting Lists for its Public Housing and Section 8 Programs. However, if the Section 8 Waiting List is open at the time that the Applicant Family applies for Public Housing, the Authorities will make the Applicant Family aware of this. The Applicant Family who applies for the Section 8 Program will be made aware of the availability of Public Housing. Otherwise, there will be no merger of the two (2) Waiting Lists.

Additionally, the Authorities will maintain a separate Waiting List for the Moderate Rehabilitation Program, which may include Applicant Families on the regular Section 8 Waiting List.

4.12 OTHER HOUSING ASSISTANCE

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing.

DDHA may not take any of the following actions because an applicant has applied for, received, or refused other housing:

1) Refuse to list the applicant on DDHA waiting list for tenant-based assistance;
2) Deny any admission preference for which the applicant is currently qualified;
3) Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under DDHA selection policy; or
4) Remove the applicant from the waiting list.

However, DDHA may remove the applicant from the waiting list for tenant-based assistance if DDHA has offered the applicant assistance under the voucher program.

4.13 ORDER OF SELECTION

DDHA's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in the administrative plan.

Based on the preferences categories, all families in preference A will be offered housing before any families in preference B, families in preference B will be offered housing before any families in preference C, and so forth.

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

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

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

DDHA will first address its requirement to provide 75% of its assistance to persons at or below 30% of median income (adjusted by family size). After having met this requirement the Authorities will select applicants in the above preference order from applicants whose income is greater than 30% of median, except in the case of governmental displacement

4.14 PREFERENCE DENIAL

If DDHA denies a preference, DDHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. If the preference denial is upheld as a result of the review, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

4.15 REMOVAL FROM WAITING LIST AND PURGING

The Waiting List will be purged and updated at least annually starting with the oldest year of applications on the List at the time of the purge, unless a different order of purge is determined by the Authorities to be in the program's best interest. All active applicants for that year will be mailed a "Statement of Continued Interest" to the last known address, on file, at the time of the purge. Applicants will be given a specific time in which to respond.

An extension of ten (10) business days to respond will be granted, if requested, and needed as a reasonable accommodation for a person with a disability. Interest Letters received after the deadline date will be considered, provided that the Letter is postmarked prior to the deadline date. If an applicant fails to respond by the date specified, the Applicant Family's Pre-Application will be dead filed and a new Pre-Application will be required for future consideration.

If the Post Office returns the "Interest Letter" to the Authorities with a new address, the Authorities will forward the Interest Letter to the new address. The family will retain the same date as the initial "Interest Latter." If a letter is returned by the post office without a forwarding address, the applicant will be removed without further notice and the envelope and letter maintained in their file up to three years.

The only manner in which an Applicant Family may be returned to the Waiting List is through the Applicant showing proof that he/she complied with the requirements to keep their application updated, or that the Applicant Family was dead filed in error by the Authorities. If the applicant did not respond to DDHA's request for information at update due to a family member's or head of household's disability, DDHA will reinstate the Applicant to his/her former position.

All updates and/or changes that are to be made in the Applicant Family's Pre-Application and/or Application for Admission are to be made, in writing, hand delivered or mailed to the Authorities' Central Office.

In the event of any adverse decision on the part of the Authorities regarding this section, the Applicant Family will be afforded an Informal Review in accordance with the procedures as set forth in "Complaints and Appeals" chapter.

Chapter 5

5.0 SUBSIDY STANDARDS

5.1 INTRODUCTION

HUD guidelines require that Decatur/DeKalb Housing Authority's (DDHA) establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards.

This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as DDHA's procedures when a family's size changes, or a family selects a unit size that is different from the Voucher.

5.2 DETERMINING FAMILY UNIT (VOUCHER) SIZE

DDHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. DDHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years old or older. All standards in this section relate to the number of bedrooms on the Voucher, not the family's actual living arrangements.

The unit size on the Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

For the purpose of determining the amount of assistance the family is eligible for, the following assignments are made based upon the family members listed on the application:

1. The Head of Household and his/her spouse (unless medical reasons dictate) are assigned to one (1) bedroom.

2. One bedroom will be generally assigned for each two family members. All remaining family members are assigned to bedrooms on the basis of two (2).

3. Family members of the same sex and within ten (10) years age different will share one bedroom.

4. Family Members of a different generation, such as grandmother, shall be provided a separate bedroom from her adult child(ren) or adult or minor grandchild.

5. Two (2) children under 6 years of age and of the opposite sex will be required to share the same bedroom. Every family member, except infants, regardless of age, is to be counted as a person. For the purposes of this section an adult is a person who is 18 years of age or older.

6. Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.

7. A single pregnant woman with no other family members must be treated as a two-person family.
8. Single person families shall be allocated one bedroom.

5.3 OCCUPANCY STANDARDS

NUMBER OF BEDROOMS
MINIMUM PERSONS
MAXIMUM PERSONS

The Authorities do not determine who actually shares a bedroom/sleeping room, but only determines minimum and maximum number of persons permitted per unit. The Authorities' occupancy standards for determining Voucher size shall be applied in a manner consistent with Fair Housing guidelines and are subject to change based upon changes in Federal or local regulations.

5.4 EXCEPTIONS TO SUBSIDY STANDARDS

DDHA shall grant exceptions from the subsidy standards if the family requests and DDHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.
DDHA will grant an exception upon request as an accommodation for persons with disabilities. Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

- Verified medical or health reason; or
- Elderly persons or persons with disabilities who may require a live-in attendant.
- Addition to the Household due to birth, adoption, marriage or court awarded custody (Temporary or Permanent)

5.5 REQUEST FOR EXCEPTIONS TO SUBSIDY STANDARDS

DDHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.
Requests based on health related reasons must be verified by a doctor, medical professional or social service professional.

5.6 DDHA ERROR

If an error in assignment is made on the part of the Authorities, the Applicant Family will be issued a corrected Voucher of the appropriate size and the Participating Family will not be penalized.

5.13 CHANGES FOR APPLICANTS

The voucher size is determined prior to the briefing by comparing the family composition to DDHA subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of DDHA subsidy standards, the above-referenced guidelines will apply.

5.7 CHANGES FOR PARTICIPANTS

The members of the family residing in the unit must be approved by DDHA. DDHA recognizes the family unit. However, **effective January 1, 1997, common-law marriages are no longer recognized in Georgia**. Therefore, the request to add a common-law spouse will be denied, unless proof that the common-law relationship was in existence as such prior to **January 1, 1997**.

The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform DDHA within ten (10) days. The above referenced guidelines will apply.

DDHA, in its sole discretion, may grant exceptions from the Occupancy Standards as an accommodation for Persons with Disabilities. This includes, but is not limited to, provisions for a Live-in Aide. In any event, written documentation must be submitted within ten (10) days of their occupancy. Failure to do so may result in the termination of the Participating Family's assistance.

Changes in composition of the members occupying an Independent Group Residence will not necessarily require a move to a different sized unit.

5.8 UNDER-HOUSED AND OVER-HOUSED FAMILIES

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), DDHA will issue a new voucher of the appropriate size for the family to locate a suitable unit.
In such cases DDHA's voucher term extension policy will be applicable.
DDHA will also notify the family of the circumstances under which an exception will be granted, such as:

- If a family with a disability is underhoused in an accessible unit.
- If a family requires the additional bedroom because of a health problem which has been verified by DDHA.
- DDHA and family have been unable to locate a unit within 30 days.

5.9 TRANSFERS

Participating Families with a change in family composition that requires a larger sized unit will be given priority over families being selected from the waiting list. This assures that families who are already on the program are in the appropriate sized units.

5.10 UNIT SIZE SELECTED

The family may select a different size dwelling unit than that listed on the Voucher. There are three criteria to consider:
Subsidy Limitation: The family unit size as determined for a family under DDHA subsidy standard for a family assisted in the voucher program is based on DDHA's adopted payment standards. The payment standard for a family shall be the lower of:
The payment standard amount for the family unit size; or
The payment standard amount for the unit size rented by the family.
Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Voucher.
Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

5.11 HQS GUIDELINES FOR UNIT SIZE SELECTED

Bedroom Size	Maximum # of Persons in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12

6 Bedrooms 14

Chapter 6

6.0 FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

6.1 INTRODUCTION

Decatur/DeKalb Housing Authority (DDHA) will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission, interim and at annual reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.
This Chapter defines the allowable expenses and deductions to be subtracted from annual income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. DDHA's policies in this Chapter address those areas, which allow DDHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

6.2 INCOME AND ALLOWANCES

A. Income

To determine annual income, DDHA includes all monetary amounts, which are received on behalf of the family, excluding the types and sources of income that are specifically excluded. For purposes of calculating the Total Tenant Payment (TTP), HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income that is not specifically excluded in the regulations is counted. Once the annual income is determined, DDHA subtracts all allowable deductions (allowances) as the next step in determining the TTP.

B. Annual Income

Is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income, which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.
If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or DDHA believes that past income is the best available indicator of expected future income, DDHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

C. <u>Annual income includes, but is not limited to:</u>

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

2. The net income from the operation of a business or profession. expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.

Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.

Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

6. Welfare assistance:

a. welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

I The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

II The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. Imputed welfare income:
a family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to DDHA by the welfare agency), plus the total amount of other annual income.

At the request of DDHA, the welfare agency will inform DDHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform DDHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. DDHA will use this information to determine the amount of imputed welfare income for a family.

A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to DDHA by the welfare agency).

The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

DDHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.

If a participant is not satisfied that DDHA has calculated the amount of imputed welfare income in accordance with HUD requirements, and if DDHA denies the family's request to modify such amount, then DDHA shall give the resident written notice of such denial, with a brief explanation of the basis for DDHA's determination of the amount of imputed welfare income. DDHA's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our informal review policy.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

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

6.3 Relations with welfare agencies

DDHA will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives

DDHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

DDHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the agency. However, DDHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. DDHA shall rely on the welfare agency notice to DDHA of the welfare agency's determination of a specified welfare benefits reduction.

6.4 Adjusted Income

Is defined as the Annual income minus any HUD allowable expenses and deductions.

6.5 Allowable Deductions

HUD has five allowable deductions from Annual Income:

1. **Dependent Allowance**: $480 each for family members (other than the head or spouse) who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
2. **Elderly/Disabled Allowance**: $400 per family for families whose head or spouse is 62 or over or disabled.
3. **Allowable Medical Expenses**: Deducted for all family members of an eligible elderly/disabled family.
4. **Child Care Expenses**: Deducted for the care of children under 13 when child care is necessary to allow an **adult** member to work, attend school, or actively seek employment.
5. **Allowable Disability Assistance Expenses**: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an **adult** family member to work.

6.6 EXCLUSIONS FROM INCOME

a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));

d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);

e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));

f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);

g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94–540, 90 Stat. 2503–04);

h. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407–1408);

i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent*-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);

l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);

m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);

n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));

o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95–433);

p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));

q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and

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

6.7 MINIMUM RENT

Minimum Rent

Minimum rent is **$50.00** Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

A. Hardship Requests for an Exception to Minimum Rent

DDHA recognizes that in some circumstances even the minimum rent may create a financial hardship for families. DDPHA will review all relevant circumstances brought to DDHA's attention regarding financial hardship as it applies to the minimum rent. The following section states DDHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed. (24 CFR 5.630)

B. Criteria for Hardship Exception

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:
The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.
The family would be evicted as a result of the imposition of the minimum rent requirement;

The income of the family has decreased because of changed circumstances, including loss of employment, death in the family, or other circumstances as determined by DDHA or HUD.

C. DDHA Notification to Families of Right to Hardship Exception

DDHA will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of 30% of monthly-adjusted income, 10% of monthly income, minimum rent or welfare rent.
If the minimum rent is the greatest figure in the calculation of Total Tenant Payment, DDHA staff will include a copy of the notice regarding hardship request provided to the family in the family's file.
DDHA notification will advise families that hardship exception determinations are subject to DDHA review and hearing procedures.
DDHA will review all family requests for exception from the minimum rent due to financial hardships.
All requests for minimum rent hardship exceptions are required to be in writing.
DDHA will use its standard verification procedures to verify circumstances that have resulted in financial hardship.
Requests for minimum rent exception must include a statement of the family hardship that qualifies the family for an exception.

D. Suspension of Minimum Rent

DDHA will grant the minimum rent exception to all families who request it, effective the first of the following month.
The minimum rent will be suspended until DDHA determines whether the hardship is:

- Covered by statute
- Temporary or long term

"Suspension" means that DDHA must not use the minimum rent calculation until DDHA has made this decision.
During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.
If DDHA determines that the minimum rent is not covered by statute, DDHA will impose a minimum rent including payment for minimum rent from the time of suspension.

E. Temporary Hardship

If DDHA determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to 90 days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.
DDHA will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See "Owner and Family Debts to DDHA" chapter for Repayment agreement policy).

F. Long-Term Duration Hardships

If DDHA determines that there is a qualifying long-term financial hardship, DDHA must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

G. Retroactive Determination

DDHA will reimburse the family for any minimum rent charges, which took effect after October 21, 1998 that qualified for one of the mandatory exceptions.
If the family is owed a retroactive payment, DDHA will offset the family's future rent contribution payments by the amount in which DDHA owes the family.
DDHA's definition of a cash refund is a check made out to the family.

6.8 DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

DDHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, DDHA must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease (example: head and spouse alleges their no longer together but does not show or have paperwork for legal separation).

"Temporarily absent" is defined as away from the unit for more than 30 days but less than 180. Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.
It is the responsibility of the head of household to report changes in family composition within ten (10) days from the date of the change. DDHA will evaluate absences from the unit using this policy.

A. Absence of Any Member

A Family member absent from the household for thirty (30) consecutive days in a given twelve (12) month period, and without prior notice to DDHA, will be considered permanently absent and the family rental assistance will be terminated except as otherwise provided in this Chapter.

This does not apply if the Family member is enrolled as a full-time student in an institution of higher learning, a member of the military, on a temporary job assignment, or caring for a sick family member.

B. Absence Due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center for reasons other than drug or alcohol abuse, DDHA will seek advice from a reliable qualified source as to the likelihood and timing of their return.
If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than **180** consecutive days, the family member will not be considered permanently absent.
If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with DDHA's "Absence of Entire Family" policy.

C. Absence Due to Full-time Student Status

Full time students who attend school away from the home will be treated in the following manner: Temporarily absent from the household. All applicable income of the full-time student is to be included in the computation of the TTP. If the full time student move from the household and taken off the lease, they shall be considered permanently removed and the voucher size will be reduced accordingly at the end of the lease term.

If the move occurs within three (3) months of the end of the lease term. Otherwise, the reduction in subsidy size will occur within sixty (60) days of the removal, if the family is not in the first year of the lease.

D. Absence Due to Incarceration

If the sole member or member of the household is incarcerated for violent criminal activity or drug-related criminal activity the assistance will be terminated. Any member of the household, other than the sole member, will be considered permanently absent if he or she is incarcerated for drug-related or violent criminal activity.

-

If the incarceration is for than 30 days or more, DDHA will require the family to provide information relating to their incarceration, requested information may include but not be limited to police reports, warrants, incident reports and any other information pertinent to the cause for incarceration.

E. Absence of Children Due to Placement in Foster Care

If the family includes a child or children temporarily absent from the home due to placement in foster care, DDHA will determine from the appropriate agency when the child/children will be returned to the home.
If the time period is to be greater than 90 days from the date of removal of the child/children, the Voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with DDHA's subsidy standards.

-

F. <u>Absence of Entire Family</u>

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, DDHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.
Families are required both to notify DDHA before they move out of a unit and to give DDHA information about any family absence from the unit.
Families must notify DDHA at least 10 days before leaving the unit or no less than 14 days after leaving the unit if they are going to be absent from the unit for more than 30 consecutive days.
If the entire family is absent from the assisted unit for more than 30 consecutive days, the unit will be considered to be vacated and the assistance will be terminated.
If it is determined that the family is absent from the unit, DDHA will not continue assistance payments.
HUD regulations require DDHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.
"Absence" means that no family member is residing in the unit.
In order to determine if the family is absent from the unit, DDHA may:

a. Write letters to the family at the unit
b. Telephone the family at the unit
c. Verify if utilities are in service
d. Check with the post office
e. Conduct HQS inspection

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed 180 consecutive calendar day's limit.
If the absence which resulted in termination of assistance was due to a person's disability, and the DDHA can verify that the person was unable to notify the PHA in accordance with the family's responsibilities, and if funding is available, DDHA may reinstate the family as an accommodation if requested by the family, as long as the period was within 180 days.

6.9 Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, DDHA will treat that adult as a guest for the first 90 days.
If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Voucher will be transferred to the caretaker.
If the appropriate agency cannot confirm the guardianship status of the caretaker after the first 90 days and the agency or the Court cannot provide a reasonable estimate of time concerning custody of the children, the rental assistance to the unit will be terminated.

The caretaker will be allowed to remain in the unit, as a guest, until a final determination of custody is made.
When DDHA approves a person to reside in the unit as caretaker for the child/children, the income should be counted pending a final disposition. DDHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.
If a member of the household is subject to a court order that restricts him/her from the home for more than 30 consecutive days in a 12 month period months, the person will be considered permanently absent.

-
-

6.10 Visitors/Guest

Any person, adult or child, not included on the HUD 50058 who has been in the unit more than 30 consecutive days within a 12 month period without DDHA approval, will be considered to be living in the unit as an unauthorized household member.
Absence of evidence of any other address will be considered verification that the visitor is a member of the household.
Statements from the landlord will be considered in making the determination.
Use of the unit address as the visitor/guest's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.
The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and DDHA will terminate assistance since prior approval was not requested for the addition.
Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to 120 days per year without being considered a member of the household.
In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor/guest and not a family member.

6.11 Reporting Additions to Owner and DDHA

Reporting changes in household composition to DDHA is both a HUD and a DDHA requirement.
The family obligations require the family to request DDHA approval to add any other family member as an occupant of the unit and to inform DDHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.
If the family fails to do so, any person the family permits to occupy the unit will be considered to be an unauthorized person and the family rental assistance is subject to termination. If DDHA approve any new family member to be added, the income of the additional member will be included in the family income as applicable under HUD regulations.
In the event that a visitor/guest continues to reside in the unit after the maximum allowable time without DDHA approval is considered an unauthorized person and the family rental assistance is subject to termination.
Families are required to report any additions to the household in writing to DDHA within 10 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.
In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

6.12 Reporting Absences to DDHA

Reporting changes in household composition is both a HUD and a PHA requirement.
If a family member leaves the household, the family must report this change to DDHA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.
DDHA will conduct an interim evaluation for changes that affect the Total Tenant Payment in accordance with the interim policy.

6.13 AVERAGING INCOME

When annual income cannot be anticipated for a full twelve-month period and DDHA is unable to determine the annual income of the family, DDHA will:

I. Average known sources of income that vary to compute an annual income, or
II. Annualize current income and conduct an interim reexamination if income changes, or
III. Average the last three most current pay stubs to calculate annual income. Attempts will be made to obtain verification from the family's employer.

Upon written receipt of the true annual income for a Family, DDHA will conduct an interim reexamination to accurately reflect the family's annual income, and subsequent TTP/family share. Retroactive payments will be charged to the participant, if applicable.

If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.

When no information is available, the previous year's income may be used to anticipate annual income for the current year. A copy of the previous year's W-2 and Tax Return will be required as proof.

The use of averaging provides DDHA with an estimate that is used to determine annual income in lieu of month-to-month changes being made in the HAP.

The method used depends on the regularity, source and type of income. In all circumstances, consistency is the key, regardless of the method used.

6.14 MINIMUM INCOME

There is no minimum income requirement. However, families who report zero income are required to complete a mandatory written certification, a budget evaluation interview and undergo an interim

recertification every 30 days. Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

6.15 INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

When a member of the family, other than the Head of Household, is confined to the hospital or nursing home on a permanent basis, the Authorities will **exclude** the member's income from the household in the calculation of the Total Tenant Payment.

If the person is the Head of Household, and there is no Spouse, the assistance will be terminated.
If the person is the Head of Household and there is a spouse, the assistance will be transferred to the spouse as the remaining member of the household.

6.16 REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.
Any contribution or gift received every three months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than $100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See "Verification Procedures" chapter for further definition.)
If the family's expenses exceed its known income, DDHA will inquire of the family regarding contributions and gifts.

Families cannot include family contributions and gifts as to determine their income eligibility for a unit under the 40% rent burden rule if the contributions have not been received by the family for at least the last five (5) consecutive months. This rule only applies at initial lease-up.

6.17 REGULAR CONTRIBUTION AND GIFTS AT INITIAL LEASE-UP

Families cannot report contribution income in order to qualify as being income eligible for the unit at initial lease-up. Contribution income will only be calculated if the family can verify that they have been receiving the contribution income for at least the last five consecutive months prior to lease-up. Verification must be in the form of cancelled checks, bank statements, copies of money orders, and a notarized statement/letter from the source. If the contribution income was received in the form of cash, the source must provide information that demonstrates their financial capacity to contribute to the assisted family household income.

6.18 ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.
If the amount of child support or alimony received is less than the amount awarded by the court, DDHA will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.
DDHA will accept verification that the family is receiving an amount less than the award if:

- DDHA receives verification from the agency responsible for enforcement or collection.
- The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.
- It is the family's responsibility to supply a certified copy of the divorce decree.

6.19 LUMP-SUM RECEIPTS

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in annual income unless the lump-sum has been converted to an asset, at such time it will be included in annual income.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as annual income. However, lump sum payments derived from a delay in Social Security or SSI benefits are excluded from the calculation of annual income, unless such payments are converted into an asset, at which time the payment will be calculated as an asset. Deferred periodic payments that have accumulated due to a dispute will be treated in the same manner as periodic payments.

Retroactive payments will be calculated from the date the rent should have been effective to the date of discovery. DDHA will determine the method of repayment, if any. If it is deemed that the amount of retroactive payment due was based on a misrepresentation by the Participating Family, the Authorities may elect to prosecute the family for fraud.

If it is proven that the family has committed fraud, the assistance will be terminated **immediately**, and the family given a Notice of Termination in compliance with the procedures as set forth in this Plan. The family will be entitled to an Informal Review of the proposed termination.

Only the amount that the family receives from a lump-sum payment is to be counted. The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

6.20 CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS

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

I. While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

II. After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

6.21 ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

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

6.22 CHILD CARE EXPENSES

Child care expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.
In the case of a child attending private school, only after-hours care can be counted as child care expenses.
Child care expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the child care. Examples of those adult members who would be considered unable to care for the child include:

- The abuser in a documented child abuse situation, or
- A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

DDHA's allowable deductions for child care expenses are based on the following guidelines:

- **Child care to work:** The maximum child care expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- **Child care for school:** The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

- **Amount of Expense:** The amount of childcare expense allowed must not exceed the annual income of the family. If DDHA deems the amount of child care expense claimed to be excessive, a survey will be taken of comparable child care facilities to obtain their rates, and the amount used for the child care expense will be an average of those surveyed.

6.23 MEDICAL EXPENSES

Medical expenses will be deducted only if the family's Head, or Spouse, has been determined to be "Elderly" or "Disabled" as defined in the Glossary of this Plan. If the Head, or Spouse is elderly or disabled, then all eligible medical expenses for the household are to be considered in the computation of medical expenses. If the family's Head, or Spouse, is not elderly or disabled, but has an Elderly or Disabled family member, their will are no deductions made for medical expenses.

Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance will be deducted over three percent (3%) of annual income.

Non-traditional medical services will be treated on a case-by-case basis.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

6.24 PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

I. Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

II. Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

6.25 REDUCTION IN BENEFITS

If the family's benefits, such as Social Security, SSI or AFDC, are reduced through no fault of the family, the Authorities will use the net amount of the benefit.

If the family's benefits were reduced due to family error, omission, or misrepresentations, the Authorities will use the gross amount of the benefit.

6.26 UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS

The same Utility Allowance Schedule is used for all tenant-based programs.
The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.
The utility allowance schedule is computed based on the unit size and subtracted from the total tenant payment to establish the family's rental amount that is paid to the owner.
DDHA's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.
DDHA may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.
DDHA must classify utilities in the utility allowance schedule according to the following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection; other electric, refrigerator (for tenant supplied refrigerator), range (cost of tenant-supplied range); and other specified services.
An allowance for tenant-paid air conditioning will be provided in those cases where the majority of housing units in the market have central air conditioning or are wired for tenant installed air conditioners.

DDHA will review the utility allowance schedule annually. If the review finds a utility rate has changed by 10 percent or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a family's rent calculation at their next reexamination.
The approved utility allowance schedule is given to families along with their Voucher. The utility allowance is based on the actual unit size selected.
Where families provide their own range and refrigerator, DDHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance. Allowances for ranges and refrigerators will be based on the lesser of the cost of leasing or purchasing the appropriate appliance over a two-year period.
Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, DDHA will provide a utility reimbursement payment directly to the family each month.

Chapter 7

7.0 Verification procedures

7.1 INTRODUCTION

HUD regulations require that Decatur/DeKalb Housing Authorities (DDHA) verify the factors of eligibility and Total Tenant Payment/Family Share. DDHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.
Applicants and program participants must provide true and complete information to DDHA whenever information is requested. DDHA's verification requirements are designed to maintain program integrity. This chapter explains DDHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition.

DDHA will obtain proper authorization from the family before requesting information from independent sources. The verification must be completed and returned by the third party. The third party will be given two (2) weeks to return the completed verification and authorization to DDHA.

7.2 METHODS OF VERIFICATION AND TIME ALLOWED

DDHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. Third-Party Written
2. Third-Party Oral
3. Review of Documents
4. Certification/Self-Declaration

For applicants, verifications may not be more than 60 days old at the time of Voucher issuance. For participants, they are valid for 120 days from date of receipt.

7.3 Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.
Verifications received electronically directly from the source are considered third party written verifications.
DDHA will deem the following information as written third party verification, if the information is on the letterhead of the verifying source or computer generated from the verifying source. In any event, if there is a question as to the authenticity of the document presented, DDHA reserve the right to call the third party source for oral verification of the document submitted.
DDHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance (Family and Children Services)
- Child Support Enforcement
- Unemployment Compensation Office
- City or County Courts
- Police Department
- E-mail or Facsimile Transmission Directly to the Authority will also be accepted as third party verification.

Hand-carried documentation will be accepted if DDHA has been unable to obtain third party verification in a four (4) week period of time. Photocopies of the documents provided by the family will be maintained in the file.
If DDHA is unable to obtain third party verification, reasons for failure to obtain written third party verification shall be documented in the file.

7.4 Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a telephone verification form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, DDHA will compare the information to any documents provided by the Family. If provided by telephone, DDHA must originate the call.

7.5 Review of Documents

In the event that third-party written or oral verification is unavailable, or the third party has not verified the information within four (4) weeks, DDHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will note in the file certifying that they have viewed the document.
DDPHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Most recent and/or last four (4) Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is confirmed by phone)
- Previous Year's Tax Returns
- Other documents noted in this Chapter as acceptable verification

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, DDHA will utilize the third party verification.
Information requested by DDHA must be in its original format. Photocopies of original documents will not be accepted. Additionally, information requested by DDHA for their use will not be made available to family for use by other agencies.
Written third party verification is the required form of verification. Use of other forms of verification will be voided if written third party verification is received after utilizing other verification formats. Any discrepancies between the two (2) verification formats that result in an increase in TTP will be adjusted in favor of the written third party verification. The increase will be effective without benefit of a thirty 30 days notice.
Use of the other forms of verification should only be used to avoid a delay in the processing of an initial certification or annual reexamination. The family will not be terminated from participation in the Section 8 program due to a failure to provide the required documentation from a third party.

7.6 Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification means a notarized statement/affidavit/certification/statement under penalty of perjury and must be witnessed.

7.7 RELEASE OF INFORMATION

All adult family members will be required to sign the HUD Form 9886, Authorization for Release of Information/Privacy Act form for information needed to complete the reexamination process.
In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.
All adult family members 18 years of age or older, will be required to sign the HUD Form 9886, Authorization for Release of Information in the presence of a DDHA's staff person. Therefore, their attendance is mandatory at the initial certification and all annual recertifications.
Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by DDHA or HUD.

7.8 COMPUTER MATCHING

DDHA and/or HUD will use computer matching as a means of verifying information with State or local agencies as permitted by law and/or regulations**.**
DDHA will utilize the HUD established computer-based Tenant Eligibility Verification System (TEVS) tool for obtaining social security benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration
When computer matching results in a discrepancy with information in DDHA records, DDHA will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, DDHA will follow the procedures in this Administrative Plan.
When the family furnishes DDHA with a letter or notice from HUD concerning the amount or verification of income, DDHA will verify the accuracy of income information contained in the notice and will, as it deems appropriate,

- Change the amount of total tenant payment, family rent to owner and housing assistance payment, set-up repayment agreement or terminate assistance.

7.9 ITEMS TO BE VERIFIED

- All income not specifically excluded by the regulations.
- Zero-income status of household
- Full-time student status including High School students who are 18 or over.
- Current assets including assets disposed of for less than fair market value in preceding two years.
- Child care expense where it allows an adult family member to be employed or to further his/her education.
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled.
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an ***adult*** family member to be employed.
- Disability for determination of preferences, allowances or deductions.
- U.S. citizenship/eligible immigrant status and the identity of non-citizens.
- Social security numbers for all family members over 6 years of age or older who have been issued a social security number.
- Proof of Preference claimed, if applicable.
- Familial/Marital status when needed for head or spouse definition.
- Verification of Reduction in Benefits for Noncompliance:

DDHA will obtain written verification from the welfare agency stating that the family's benefits have reduced for fraud or noncompliance before denying the family's request for rent reduction.

7.10 VERIFICATION OF INCOME

This section defines the methods DDHA will use to verify various types of income.
Employment Income

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. DDHA supplied employment verification form completed by the employer.
2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year to date earnings.
3. Written statement from employer on company letterhead. Third party oral verification will be used to verify the authenticity of the letter and information contained in it.
4. W-2 forms plus signed income tax return forms by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, DDHA will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

7.11 Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification include, in this order:

1. Benefit verification form completed by agency providing the benefits.
2. Award or benefit notification letters prepared and signed by the providing agency.
3. Computer report electronically obtained or in hard copy.
4. Bank statements for direct deposits.

7.12 Unemployment Compensation

Acceptable methods of verification include, in this order:

1. Verification form completed by the unemployment compensation agency.
2. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
3. Payment stubs.

7.13 TANF Payments or General Assistance

Acceptable methods of verification include, in this order:

Computer-generated Notice of Action from payment provider.

Written statement from payment provider indicating the amount of grant/payment, start date of payment, and anticipated changes in payment in the next 12 months.
DDHA verification form completed by payment provider

7.14 Alimony or Child Support Payments

Acceptable methods of verification include, in this order:
1. Certified copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
2. A notarized letter from the person paying the support.
3. Computer generated printout from the Office of Child Support Enforcement.
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
5. If payments are irregular, the family must provide:
   Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
   A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.
A notarized affidavit from the family, or a record of the payments paid from child support enforcement, indicating the amount(s) received. An average of the amounts paid will be taken and annualized to determine income received from the source.
A welfare notice of action showing amounts received by the welfare agency for child support, if applicable
A written statement from an attorney certifying that a collection or enforcement action has been filed. This procedure is used to verify non-receipt of payment only.

7.15 Net Income from a Business

In order to verify the net income from a business, DDHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.
Acceptable methods of verification include, in this order:
1. IRS Form 1040, including:
   Schedule C (Small Business)
   Schedule E (Rental Property Income)
   Schedule F (Farm Income)
If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.
2. Audited or unaudited financial statement(s) of the business.
3. Credit report or loan application.
4. Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

5. Family's self-certification as to net income realized from the business during previous years.

7.16 Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.
If the applicant/participant is operating a "cash and carry" operation (which may or may not be licensed), DDHA will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.
If the family has filed a tax return, the family will be required to provide it.
If the family member ceases to care for children, the procedure governing interim reexaminations will be followed.

7.17 Recurring Gifts

The family must furnish a self-certification which contains the following information which be used to evaluate the gift/contribution:

- The person who provides the gifts/contributions
- The value of the gifts/contributions
- The regularity (dates) of the gifts/contributions
- The purpose of the gifts/contributions

7.18 Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Families who claim zero income, must complete a Budget Evaluation and zero income counseling monthly. The Budget Evaluation will take into account contributions received as gifts to the family.
In addition, DDHA will verify the employment history of the family member through the State Department of labor, request IRS information on previous and current tax year, the Child Welfare agency and the Office of Child Support Enforcement.
DDHA will run a credit report if information is received that indicates the family has an unreported income source.

7.19 Full-time Student Status

Only the first $480 of the earned income of full time students, other than head, co-head, or spouse, will be counted towards family income. Proof of full-time student status must be verified. Failure to provide proof will result in a loss of the $480 deduction.
Financial aid, scholarships and grants received by full time students are not counted towards family income.

Verification of full time student status includes:
- Written verification from the registrar's office or other school official authorized to verify such information.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

7.20 INCOME FROM ASSETS

A. Savings Account Interest Income and Dividends

Acceptable methods of verification include, in this order:
1. Account statements, passbooks, certificates of deposit, or DDHA verification forms completed by the financial institution.
2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
3. IRS Form 1099 from the financial institution, provided that DDHA must adjust the information to project earnings expected for the next 12 months.

B. Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include, in this order:
1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
2. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

C. Net Rental Income from Property Owned by Family

Acceptable methods of verification include, in this order:
1. IRS Form 1040 with Schedule E (Rental Income).
2. Copies of latest rent receipts, leases, or other documentation of rent amounts.
3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7.21 VERIFICATION OF ASSETS

A. Family Assets

DDHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash).
Acceptable verification may include any of the following:
- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

- Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate tax statements if the approximate current market value can be deduced from assessment.
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

B. <u>Assets Disposed of for Less than Fair Market Value (FMV) During</u>

Assets that have been disposed of for less than FMV during Two years preceding the effective Date of the initial Certification or Annual Reexamination must be verified as follows:

- For all Certifications and Recertifications, DDHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.
- If the family certifies that they have disposed of any assets for less than fair market value, verification or certification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

7.22 VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

A. <u>Child Care Expenses</u>

Written verification from the person who receives the payments is required. If the child care provider is an individual, s/he must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

B. <u>Medical Expenses</u>

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

C. Attendant Care Assistance

A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.
Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.
Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. DDHA may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.
DDHA will use mileage at the standard rate approved by IRS, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

D. Assistance to Persons with Disabilities

In all cases, persons with Disabilities who require assistance must comply with all of the criteria listed below to verify the need as an expense:
- Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.
- Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

In the case of Attendant Care, the following criteria will be needed as verification of the expense:
- Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.
- Certification of family and attendant and/or copies of canceled checks family used to make payments.

In the case of a family who uses auxiliary apparatus, the following criteria will be needed as verification:
Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.
In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

7.23 VERIFYING NON-FINANCIAL FACTORS

A. Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.
The documents listed below will be considered acceptable verification of legal identity for adults. If there is a question concerning the validity of a document submitted by the family, DDHA may require additional information from one of the listed documents below:

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's license
- U.S. military discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at DDHA's discretion, provide a verification.

-

B. Verification of Marital Status

In order to determine the spouse for income and deduction purposes, as well as determining the family's citizenship status, DDHA must have the following as proof of marital status:
Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.
Verification of a separation may be a copy of court-ordered maintenance or other records.
Verification of marriage status is a marriage certificate.
Effective January 1, 1997, Common-law marriages are no longer recognized as a legitimate marriage in Georgia. Common-law marriages that existed prior to the effective date of the law and can be proven as such will be honored.

C. Familial Relationships

DDHA recognizes as family, those persons who are related by kinship or adoption. To verify kinship, a notarized statement from a third party who has known the family for a minimum of two (2) years. To verify adoption, the family must submit a copy of the adoption papers, or if in process, a statement from the Child Welfare agency or DDHA who is handling the adoption.

D. Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:
A copy of the divorce action instituted by the husband or wife.
A copy of the legal separation instituted by the husband or wife..
Order of protection/restraining order obtained by one family member against another.
Proof of another home address, such as utility bills, canceled checks for rent, drivers license, or lease or rental agreement, if available.
Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated. If the incarceration is due to felony criminated activity or drug-related criminal activity, the assistance will be terminated.
If no other proof can be provided, DDHA will accept a notarized statement, under penalty of perjury from the family.

E. Verification of Change in Family Composition

DDHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

F. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

7.24 Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury. DDHA will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Resident alien/registration card
- Social security card
- Other appropriate documentation as determined by the PHA

A. **Eligible Immigrants who were Participants and 62 or over on June 19, 1995**, are required to sign a declaration of eligible immigration status and provide proof of age.

B. **Non-citizens with eligible immigration status** must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

C. **Ineligible family members** who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

D. **Non-citizen students on student visas** are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

E. **Failure to Provide.** If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

F. Time of Verification For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination at the time of initial application. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that in the case of portability coming into the jurisdiction, if the DDHA does not supply the documents, these Authorities must conduct the determination.

DDHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

DDHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.
Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, DDHA must conduct the determination.

G. Extensions of Time to Provide Documents Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. DDHA will generally allow up to 30 days to provide the documents or a receipt issued by the INS for issuance of replacement documents.

H. Acceptable Documents of Eligible ImmigrationThe regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept for five (5) years.
DDHA will verify the eligibility of a family member at any time such eligibility is in question, without regard to the position of the family on the waiting list.
If DDHA determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for 24 months, unless the ineligible individual has already been considered in prorating the family's assistance.

7.25 Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number. Verification of social security numbers will be done through a social security card issued by the Social Security Administration. If a family member cannot produce a social security card, only the documents listed below showing his or her social security number may be used for verification. The family is also required to certify in writing that one of the following document(s) listed below are submitted in lieu of the social security card information provided is/are complete and accurate under penalty of perjury:

a. A driver's license
b. Identification card issued by a Federal, State or local agency
c. Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
d. An identification card issued by an employer or trade union

e. An identification card issued by a medical insurance company
f. Earnings statements or payroll stubs
g. Bank Statements
h. IRS Form 1099 or W-2 Form
i. Benefit award letters from government agencies/Unemployment Benefit letter
j. Retirement benefit letter
k. Life insurance policies
l. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
m. Verification of benefits or social security number from Social Security Administration

Family members ages six and older will be required to produce their social security card or provide the substitute documentation described above together with their notarized statement that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to DDHA.

If an applicant or participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by DDHA. The applicant/participant or family member will have an additional 30 days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of 120 days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

7.26 Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional before a voucher for a larger unit will be issued.

Chapter 8
8.0 VOUCHER ISSUANCE AND BRIEFINGS

8.1 INTRODUCTION

The Decatur/Dekalb Housing Authority' (DDHA) goals and objectives are designed to ensure that families selected to participate in the Section 8 program are equipped with the tools that are necessary to locate an acceptable housing unit for the program. Families that are selected to participate in the Section 8 Program are provided with the necessary information to assist them in locating housing that is decent, sanitary, and acceptable and meets the requirements of the Section 8 Program. Information regarding the Section 8 Program is given to the family by DDHA staff and families are briefed on how

to achieve maximum program benefits while complying with the HUD and DDHA program requirements.

When a family's eligibility has been determined, DDHA will conduct a mandatory briefing to ensure that families know how the Section 8 Program works. The briefing will provide a broad description of owner and family responsibilities, DDHA procedures, and how to lease a unit.

The family will also receive a briefing packet, which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

8.2 ISSUANCE OF VOUCHERS

When funding is available, all of the family information has been verified, their eligibility has been approved, their subsidy calculated, and they have attended the family briefing, DDHA will issue the family a voucher. At this point the family begins their search for a unit.

A system will be maintained to ensure that it will be able to fund all outstanding vouchers within its ACC authorization.

The number of vouchers issued must ensure that DDHA stay as close as possible to 100% lease-up. This is accomplished by a monthly review of the number of units under lease. If the lease-up schedule is less than 100% or anticipated to drop below 100% in the near future, applicants will be selected from the waiting list and processed so that vouchers may be issued to obtain and maintain 100% lease-up.

DDHA may over-issue (issue more vouchers than the budget authorize to achieve lease-up) vouchers only to the extent needed to meet leasing objectives. All vouchers that are over-issued must be acknowledged. If DDHA find it is over-leased, it must rectify future issuance of vouchers in order not to exceed the ACC budget limitations over the fiscal year.

.

8.3 BRIEFING SESSIONS

All briefings will cover at least the following program subject requirements:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where a family may lease a unit, including renting a dwelling unit inside or outside DDHA's jurisdiction;

D. DDHA's explanation of how portability works to families who are eligible;

E. If the family is currently living in a high poverty census tract in DDHA's jurisdiction, the briefing will explain the advantages of moving to area that does not have a high concentration of poor families;

F. Types of eligible housing;

G. How family rent is calculated and rental shares determined;

H. Explanation that the family share of rent may not exceed 40 % of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

8.4 BRIEFING TYPES AND REQUIRED ATTENDANCE

A. Initial Applicant Briefing

A full HUD-required oral briefing done in English will be conducted for applicant families who are determined to be eligible for assistance. Prior to the briefing, the family must attend a scheduled appointment to update their family composition and income information on their application. At that time, the family will be notified in writing of the date, time and location of their briefing session.

If a family fails to attend the briefing, their application will be withdrawn from the waiting list. The family will be notified in writing of said action and afforded an opportunity for an Informal Review. Reasonable accommodations for special assistance will be provided upon request from the family needing such services.

Accommodations for the hearing impaired will be made available, upon request, and in advance of the scheduled briefing. The briefings will be conducted either in groups or the family will be briefed individually whichever method DDHA deems appropriate.

The purpose of the briefing session is to fully explain the documents contained in the voucher holder's briefing packet concerning the requirements of the Section 8 Program. In so doing, the family will be able to take full advantage of the Section 8 Program and will have the information necessary to deal effectively with potential Landlords.

Attendance at the briefing session is mandatory. No voucher will be issued to a family if the head(s) of household does not attend their scheduled briefing and the head(s) of household does not sign the voucher. Familiess who fail to attend the scheduled briefing, without **prior** notification and approval from DDHA, will be denied assistance based on the failure to supply the required information. Families who provide prior notice of inability to attend a briefing will be scheduled for the next available briefing. Whenever necessary, DDHA will also conduct individual briefings upon request by the family, if required for reasonable accommodation of a special need.

B. Move Briefing

Families who request to move at the end of their lease term, and have given their Owner/Landlord and DDHA a "Intent to Vacate Form" or letter, as required by the Section 8 Program or have been notified by the Owner/Landlord of their intent not to renew their lease, will be updated and issued a new voucher. The family must attend a scheduled briefing. DDHA may require the family to attend a group briefing or individual briefing..

Incoming and outgoing portable families will be required to attend the initial applicant briefing. If the family current information is more than 120 days old, the families must attend a scheduled appointment to update their family composition and income information, and if required, attend a briefing session before a voucher is issued to the family.

8.5 Briefing Packet Information

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. DDHA also includes other helpful information and material in the briefing packet to assist the family that HUD does not require.

Eligible families will be given a voucher briefing packet, which include the following information and materials:

1. The term of the voucher, and DDHA policy for requesting extensions or suspensions of the voucher (referred to as tolling).
2. How DDHA determines the amount of the housing assistance payment for a family, including:
a. How DDHA determines the payment standard for a family; and
b. How DDHA determines the total tenant payment for the family.
3. How DDHA determines the maximum rent for an assisted unit, including rent reasonableness standards.
4. Where the family may lease a unit. For family that qualifies to lease a unit outside DDHA jurisdiction under portability procedures, the information must include an explanation of how portability works.
5. The HUD required tenancy addendum, which must be included in the lease.
6. Security Deposit Form which is used to request DDHA approval of the assisted tenancy and, explains how to request such approval;

7. Request for Tenancy Approval, which when completed, explains what the utilities are and who will be responsible for the payments. Attached is letter to landlords requesting that they complete the W-9 form enclosed and provide proof of ownership or management agreement to determine to whom the HAP payments should be sent to, photo indentification and Social Security Card.

8. A description of the procedures used to determine the assistance payment, information on Fair Market/Payment Standards and utility allowances.

9. A statement of DDHA policy on providing information about families to prospective owners.

10. The form the family must use to request approval of tenancy and a description of the procedure for requesting approval for a tenancy.
11. DDHA Subsidy Standards including when and how exceptions are made and how the voucher size relates to the unit size selected.
12. The HUD brochure on "A Good Place to Live" on how to select a unit that complies with HQS.
13. The HUD pamphlet on lead-based paint entitled Protect Your Family From Lead in Your Home and information about where blood level testing is available.
14. Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. DDHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines and the phone numbers of the local fair housing agency and the HUD enforcement office.

15. A list of landlords or other parties willing to lease to assisted families or help in the search. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.
16. If the family includes a person with disabilities, notice that DDHA will provide a list of available accessible units known to DDHA.
17. The family obligations under the program.
18. The grounds on which DDHA may terminate assistance for a participant family because of family action or failure to act.
19. DDHA informal hearing procedures including when DDHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.
20. Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.
21. A map showing areas representing various income levels of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families.
22. Information regarding DDHA's outreach program, which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.
23. Requirements for reporting changes between annual recertifications.
24. Information on security deposits and legal referral services.
25. The Family Self Sufficiency program and its advantages.
26. Guidance and materials to assist the applicant family in selecting a unit, such as proximity to employment, public transportation, schools, employment, public transportation, shopping, and the accessibility of services.
27. Guidance during the briefing will also be provided to assist the applicant family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expenses, energy efficiency, and security.

If the family includes a person with disabilities, DDHA will ensure compliance with CFR 8.6 and 504 regulations to ensure effective communication.

8.6 Owner Briefing Sessions

DDHA will conduct monthly briefing sessions for prospective, new and current owners
Who have expressed an interest in leasing their property under the Section 8 Program. The purpose of the briefing session is to acquaint the prospective Owners/Landlords about the overall purpose and operation of the Section 8 Program and what their responsibilities would be should they decide to participate and the briefing further explains the roles and responsibilities of the owner, the family and DDHA in this three party partnership.

Existing Owners/Landlords who wish to attend a session for clarification on certain issues are invited to do so.

8.7 ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the DDHA will provide assistance to families who wish to do so.

DDHA has areas of poverty and minority concentration clearly delineated in order to provide families with information and encouragement in seeking housing opportunities outside highly concentrated areas.
DDHA has maps and/or information that show various areas and information about facilities and services in neighboring areas such as schools, transportation, and supportive and social services.
DDHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.
The assistance provided to such families may includes:

- Providing families with a search record form to gather and record information.
- Direct contact with landlords.
- Counseling with the family.
- Providing information about services in various non-impacted areas.
- Meeting with neighborhood groups to promote understanding.
- Formal or informal discussions with landlord groups
- Formal or informal discussions with social service agencies
- Meeting with rental referral companies or agencies
- Meeting with fair housing groups or agencies

8.8 ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

DDHA will give participants a copy of HUD Form 903 to file a complaint.

8.9 SECURITY DEPOSIT REQUIREMENTS

Leases Effective Prior to October 2, 1995

The amount of Security Deposit, which could have been collected by owners under contracts effective prior to October 2, 1995, is:
Leases that were effective prior to October 2, 1995, limited the amount of Security Deposit that an Owner/Landlord could charge a participant under the Section 8 Program to an amount that would not exceed one month's Total Tenant Payment or $50.00, whichever was greater for certificate and voucher holders. However, this amount shall not exceed the maximum amount allowable under State or Local Law. For units leased in place, Security Deposits in excess of the maximum amount do not have to be refunded if it was collected prior to the execution of a contract. Security Deposits are refunded when the participating family vacates the unit subject to the lease terms.

Leases Effective on or after October 2, 1995

Leases that were effective on or after October 2, 1995, permit the Owner/Landlord to charge a Security Deposit that is equal to the amount the Owner/Landlord charges their non-assisted tenants. In the case of a single family dwelling, this amount should not exceed two **(2)** months rent. In any event, the Owner/Landlord may not charge a Security Deposit that does not comply with state and local law.

Owner/landlord of currently assisted units must execute a new HAP contract and revised lease at the end of the current lease term to come into compliance with the new regulations governing security deposits.

8.10 TERM OF VOUCHER

During the briefing session, each household will be issued a voucher, which represents a contractual agreement between DDHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program, which occurs when the lease and contract become effective.

The voucher is valid for a period of 120 calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the 120-day period unless an extension has been granted by DDHA.

8.11 Expirations

If the voucher has expired, and has not been extended by DDHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Participating Families, who have requested a transfer and the Certificate or Voucher issued expires, may remain in their current unit and continue to receive assistance, **if** there is a Lease/Contract in effect. If a Participating Family moves from the assisted unit and the Certificates or Voucher expires, the Family will be sent a proposed termination letter and given an opportunity to request a hearing.

8.12 Suspension OF Voucher

At the submission of a Request for Tenancy Approval, the time running on a voucher is suspended while awaiting the results of the HQS Inspection. If the Owner/Landlord fails or refuses to make the repairs needed for the unit to pass Inspection within the time frame prescribed, then the participating family will receive a new Security Deposit form to resume their search for a unit. The time remaining on the initial, or extended, voucher will resume from that point.

8.13 Extensions

DDHA will extend the term up to 60 days from the beginning of the initial term of the voucher if the family needs and request an extension as a reasonable accommodation to make the program accessible to and usable by a family member with a disability. Under no circumstances will DDHA extend a voucher beyond 60 days of the initial term, unless the family needs an extension as a reasonable accommodation.

A family must request a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.
Extensions are permissible at the discretion of DDHA up to a maximum of an additional 60 days primarily for these reasons:

I. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family's ability to find a unit within the initial 120-day search period. Written verification will be required from the source.

II. The family was prevented from finding a unit due to disability accessibility requirements (needing an accessible unit). The family must be elderly or person with a disability and your health or disability caused the delay in your search time. The Search Record log and Doctors' notes is the required verification.

III. You are a hard-to-house family based on your family composition and you need a large size unit. Hard-to-house means you are a family with three (3) or more children under the age of 18 that will be living in the unit with you.

DDHA extends in 30-days increments. Unless approved by the Housing Assistance Director, no more than 2 extensions of 30 days or less will be granted and never for a total of more than an additional sixty days, except for reasonable accommodations on a case-by-case situation.

8.14 Assistance to Voucher Holders

At the family's request, additional assistance during their search may be provided by DDHA. The must call DDHA Office to request this assistance. Voucher holders will be notified at their briefing session that DDHA periodically updates the listing of available units and how the updated list may be obtained.
If requested, DDHA will assist families with rental negotiations with owners.
After the first 60 days of the search, the family is required to maintain a search record and report to DDHA every 30 days.

8.15 VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, at it's sole discretion, DDHA shall consider the following factors to determine which of the families will continue to be assisted:

A. Which of the two new family units has custody of dependent children.
B. Which family member was the head of household when the voucher was initially issued (listed on the initial application).
C. The composition of the new family units, and which unit contains elderly or disabled members.
D. Whether domestic violence was involved in the breakup.
E. Which family members remain in the unit.
F. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, DDHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

The above listing is intended to be a guide, but not all inclusive of the information that will be considered by DDHA in making the determination. In any case, the party requesting that he or she receive the assistance will be responsible for supplying DDHA with the supporting documentation to support their claim/request **within five (10) days** from the date of the request.
If documentation is not provided within the time frame required, DDHA will terminate the assistance based on a failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the voucher, the family will be required to move to a smaller unit if the current Owner/Landlord is unwilling to accept the rent level of the smaller sized voucher.

DDHA will be bound by any Court-ordered decree regarding the disposition of the property between members of an assisted Family.

8.16 REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

In the event that the head(s) of household is no longer a member of the family's household, the assistance will transfer to the responsible adult who remains in the household. To qualify as the remaining member of the Tenant family, the responsible adult must have been an approved member of the household, and on the Lease, at the time. When only minors are left in the family they will not be considered as the remaining member of the family and will not be allowed to retain the assistance.

Live-in attendants, by definition, are not a member of the family and are not considered as a remaining member of the family.

Any changes in the family composition of the household may require a reduction in voucher size. In such an occurrence, the participating family agrees to accept the reduction. If the reduction necessitates a move, then the participating family will be required to move at the end of the lease term of the existing unit. If the family is not within the first year of the lease, the family will be required to transfer, after giving a thirty- (30) day notice to the Landlord.

Chapter 9

9.0 REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION -

9.1 INTRODUCTION

The Decatur/DeKalb Housing Authority's (DDHA) program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. DDHA's objectives include maximizing HUD funds

by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of DDHA, or outside of DDHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with DDHA. This chapter defines the types of eligible housing, DDHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Approval of Tenancy (RFAT).

-

-

9.2 REQUEST FOR APPROVAL OF TENANCY

The Request for Approval of Tenancy (RFAT) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Approval of Tenancy in the form and manner required by DDHA.

Both the owner and the family head of household must sign the Request for Approval of Tenancy. DDHA will not permit the family to submit more than one RFAT at a time.
DDHA will review the proposed lease and the Request for Approval of Tenancy documents to determine whether or not they are approvable. The request will be approved if:

1. The unit is an eligible type of housing
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)
3. The rent is reasonable
4. The security deposit is approvable in accordance with any limitations in this plan.
5. The proposed lease complies with HUD and PHA requirements (See "Lease Review" section below).

The owner is approvable, and there are no conflicts of interest (See "Owner Disapproval" section below). In addition to the above, at the time a family initially receives assistance in a unit (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40 percent of the family monthly adjusted income (See "Owner Rents, Rent Reasonableness and Payment Standards" chapter of this Administrative Plan).

-

-

9.3 Disapproval of RFAT

If DDHA determines that the request cannot be approved for any reason, the landlord and the family will be notified in writing. DDHA will instruct the owner and family of the steps that are necessary to approve the request.
When, for any reason, an RFAT is not approved, DDHA will furnish another RFAT form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

9.4 ELIGIBLE TYPES OF HOUSING

DDHA will approve any of the following types of housing in the voucher program:

- All structure types can be utilized.
- Manufactured homes where the tenant leases the mobile home and the pad.
- Manufactured homes where the tenant owns the mobile home and lease the pad for vouchers.
- Group homes
- Congregate facilities (only the shelter rent is assisted)
- Single room occupancy
- Units owned (but not subsidized) by the PHA (following HUD-prescribed requirements)

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. A family may lease in and have an interest in a cooperative housing development.

DDHA may not permit a voucher holder to lease a unit, which is receiving project-based Section 8 assistance or any duplicative rental subsidies.

-

-

9.5 LEASE REVIEW

DDHA will review the lease to determine if the lease complies with HUD regulations and state and local law. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Approval of Tenancy.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The tenant and the owner must enter into a written lease for the assisted unit. The owner and the tenant must execute the lease. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

A. The names of the owner and tenant, and
B. The address of the unit rented (including apartment number, if any), and
C. The amount of the monthly rent to owner, and
D. The utilities and appliances to be supplied by the owner, and
E. The utilities and appliances to be supplied by the family.

The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

House Rules of the owner may be attached to the lease as an addendum, provided they are approved by DDHA to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

-

9.6 Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

1. DDHA has inspected the unit and has determined that the unit satisfies the HQS;
2. DDHA has determined that the rent charged by the owner is reasonable;
3. The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;
4. DDHA has approved leasing of the unit in accordance with program requirements;
5. When the gross rent exceeds the applicable payment standard for the family, DDHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

-
-

9.7 SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by DDHA.

Any appliances, services or other items, which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by DDHA. If agreements are entered into at a later date, they must be approved by DDHA and attached to the lease.

DDHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

-
-

9.8 INITIAL INSPECTIONS

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

9.9 RENT LIMITATIONS

DDHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.
By accepting each monthly housing assistance payment from DDHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide DDHA with information requested on rents charged by the owner on the premises or elsewhere.
At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by DDHA.

9.10 DISAPPROVAL OF PROPOSED RENT

In any of the programs, if the proposed gross rent is not reasonable, at the family's request, DDHA will negotiate with the owner to reduce the rent to a reasonable rent. If, in the voucher program, the rent is not affordable because the family share would be more than 40% of the family's monthly-adjusted income, DDHA will negotiate with the owner to reduce the rent to an affordable rent for the family.
At the family's request, DDHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.
If the rent can be approved after negotiations with the owner, DDHA will continue processing the Request for Approval of Tenancy and lease. If the revised rent involves a change in the provision of utilities, the owner must submit a new Request for Approval of Tenancy.
If the owner does not agree on the rent to owner after DDHA has tried and failed to negotiate a revised rent, DDHA will inform the family and owner that the lease is disapproved.

9.11 INFORMATION TO OWNERS

In accordance with HUD requirements, DDHA will furnish prospective owners with the family's current address as shown in DDHA's records and, if known to DDHA, the name and address of the landlord at the family's current and prior address.
The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.
DDHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.
A statement of DDHA's policy on release of information to prospective landlords will be included in the briefing packet, which is provided to the family.

DDHA will not provide documented information regarding tenancy history to prospective landlords. DDHA will not furnish prospective owners with information about the family's rental history, or any history of drug trafficking.

DDHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

-

-

9.12 OWNER DISAPPROVAL

See chapter on "Owner Disapproval and Restriction."

9.13 CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, DDHA need not obtain new verifications before signing the HAP contract, even if verifications are more than 60 days old.

-

9.14 CONTRACT EXECUTION PROCESS

DDHA prepares the Housing Assistance Contract and approves the owners' lease for execution. The family and the owner will execute the lease agreement, and the owner and DDHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. DDHA will retain a copy of all signed documents.

DDHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.
The Housing Assistance Director is authorized to execute a contract on behalf of DDHA.
Owners must provide an employer identification number or social security number and a copy of their driver's license or other photo identification.
Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, and a copy of the management agreement if a management agent manages the property.
The owner must provide a home telephone number and business number if applicable.
Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. DDHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

9.15 CHANGE IN OWNERSHIP

See "Owner Disapproval and Restriction" chapter.

Chapter 10

10.0 HOUSING QUALITY STANDARDS AND INSPECTIONS

10.1 INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards that ensure that housing for tenants adheres to HUD health and safety requirements. HQS establishes acceptability criteria based on the HUD regulations published in Volume 60, No. 127 of the Federal Register and is specifically defined in 24 CFR 982. 401.

The Decatur/DeKalb Housing Authorities (DDHA) have adapted the specific HQS standards along with upgraded acceptability requirements based on local codes to ensure that DeKalb Counties Section 8 housing is above the minimal standards set by HUD. The dwellings interior, exterior and grounds must comply with HQS requirements.

Moreover, all housing in the Section 8 program must comply with HQS standards during the initial occupancy and throughout the term of the lease on an annual basis. DDHA will also perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain DDHA's required standards and ensure consistency in DDHA's program. The procedures of the Inspection Division in performing HQS inspections and the standards for repairs are described in this chapter. The landlord and tenant responsibilities during the inspection process and the consequences of noncompliance with HQS requirements are also explained.

10.2 GUIDELINES/TYPES OF INSPECTIONS

A. The following installation, replacement, and modification (excluding small general repairs) to heating and air conditioning, plumbing, and electrical systems in Section 8 properties must be done to code by a state licensed contractor with a receipt copy of work provided.

ELECTRICAL

1. Any new item added (outlet, switch fixture, baseboard heaters, service upgrade, etc.)
2. Repairs to fire damage

3. Existing electrical hazards such as exposed wire splices that present a hazard to the landlord or tenant in making the repair.

HVAC
1. Installation or replacement of a furnace
2. Installation or replacement of central air conditioning
3. Repair to fire damage
4. Exposed shock hazards such as wire splices

PLUMBING
1. Installation or replacement of water heater.
2. Conditions involving severe sewage backup.

B. All maintenance and repairs must be done in a workmanlike manner, which means a "reasonably skillful manner", and in accordance with the requirements of all applicable codes

C. Any rodent, flea or roach infestation is an HQS violation and requires extermination by the landlord. Severe infestation requires extermination by a licensed pest control service with proof of same provided to the Authority Inspector.

D. Infestation that the inspector determines to be less severe, or minor may be exterminated by the landlord. When the landlord has met the Authorities extermination requirements, but infestation persists due to unsanitary conditions caused by the tenant, the responsibility for the correction of the conditions is assigned to the tenant.

E. All utilities must be in service and connected before an inspection can be done.

F. If the stove or microwave and refrigerator are being supplied by the owner, they must be in place when the initial inspection is conducted.

G. The Authority will allow the stove or microwave and refrigerator to be placed in the unit after the initial inspection if the family is supplying the appliance. A special inspection notice due in ten (10) days will be mailed to the family and owner after all other repairs have been completed and passed by the inspector. A reinspection will be conducted to ensure safe operation of these family supplied appliances.

H. The unit must be vacated by any previous tenant of the owner, prior to an initial inspection being performed.

I. Repairs, cleaning, and minor, or miscellaneous work should be completed prior to the initial inspection.

J. No inspection will be performed, or the inspection will be terminated if the unit is heavily infested with rats, fleas, or roaches.

K. No inspection will be conducted, or the inspection will be terminated if the unit is extremely filthy, or has foul and extremely offensive odors. This determination is left to the discretion of the inspector.

L. Each dwelling unit must be supplied with its own dedicated heating system capable of providing adequate heat to the unit and safely installed in accordance with HQS, as well as the local code having jurisdiction.

M. The responsibility for notification of the inspector when repairs have been made depends on whether the tenant or landlord has been assigned responsibility for the repairs from the HQS Inspection Notice. The responsible party, as indicated on the HQS Notice, must contact the inspector when the repairs are complete so that an appointment for a follow-up can be made. The inspector does not automatically return for a follow-up inspection.

N. Unheated rooms in finished garage, carport, and basement areas do not require the installation of a permanent heat source. These areas are considered extraneous to the dwelling and are not counted as living space when properties are rated in determining Fair Market Rent. Therefore, the installation of heat in the finished garage, carport, and basement areas should not be required since the unheated areas are not included in the rental payments received by the landlord. However, there should not be hazards that could endanger the health and safety of tenants in these areas. Any electrical hazards in these areas, such as missing electrical switches, outlet covers, or exposed romex wiring must be corrected.

O. Roof leaks that cause stained ceilings require the repair of the leak and the elimination of the stain so that an inspector can ascertain that the leak has been corrected.

P. Dwellings having finished upper and lower levels where one of the levels is occupied by a Section 8 tenant, such as a finished basement must comply with the following requirements:

1) The unit occupied by the Section 8 tenant must have a separate permanent heat source and a thermostat to regulate the temperature for the unit. The requirement for a permanent heat source is satisfied by the installation of a central furnace system, or an electrical baseboard heater with a separate circuit breaker provided in the electrical service panel. A receipt for installation of electrical baseboard heater must be provided by a certified electrician.

2) Separate meters are required for each unit when tenants are responsible for paying utilities. Separate meters are not required when landlords are responsible for paying utilities.

3) Tenants must have access to the electrical service panels. If the Section 8 tenant lives in the finished upper level, but the service panel is located in a finished lower level occupied by another tenant, the service panel must be located in a common area of the lower level that is readily accessible to the Section 8 tenant.

4) Tenant access to furnaces, or hot water heaters is not necessary, but a statement of assurance from the landlord that any needed repairs to the furnace, or hot water heater will be made within a twenty four hour period is required.

Q. Commode tank lids must properly fit the tank. Tank lids too small or large constitute HQS deficiencies.

10.3 Types of hqs inspections

The Authority performs the following five (5) types of inspection:

1. Initial/Move-in: Landlord is contacted to set an appointment for inspection when copies of the Security Deposit and Request For Tenant Approval forms have has been forwarded to the Inspection Division.

2. Annual: Must be conducted within 12 months of the previous annual HQS inspection. Ensures that Section 8 units are maintained in accordance with HUD HQS requirements.

3. Special/Complaint: Conducted at the request of owner, tenants, an agency or third party with appropriate justification due to presence of apparent HQS deficiencies.

4. Move-Out/Vacate: For Per 10/2/95 contracts where there could be damage claims filed.
Damage Claim: For Section 8 units with contracts effective before 10-2-96, landlords may request a Damage Claim inspection to ascertain the extent of the damage to the unit caused by the tenant. The claims are submitted to the Housing Authority for reimbursement of damages. Move out inspections will be performed only at the landlord's request if the claim is to be submitted for contracts effective before 10/2/95

5. Quality Control: Quality control inspections will be conducted each month by a member of the Rehabilitation Construction staff on a sampling of (20) units or 5%, which ever is greater, of all units which have passed among all the inspections conducted in the prior month.

Quality Control inspections will also be performed on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.
The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

10.4 INITIAL HQS INSPECTION

Timely Initial HQS Inspection
DDHA will inspect the unit, determine whether the unit satisfies the HQS and notify the owner of the determination within fifteen (15) days after the family and the owner submit a request for approval of the tenancy. The 15 days clock is suspended during any period when the unit is not available for inspection. If DDHA determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.
DDHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted to:
Determine if the unit and property meet the HQS defined in this Plan.
Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
Document the information to be used for determination of rent-reasonableness.
If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify DDHA once repairs are completed.
On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the inspector's discretion, depending on the amount and complexity of work to be done.
If the time period given by the inspector to correct the repairs has elapsed, the family must select another unit.

The Initial Inspection will be conducted to:
Determine if the unit and property meet the HQS defined in this Plan.
Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
Document the information to be used for determination of rent-reasonableness.
If the unit fails the initial Housing Quality Standards inspection, the owner will be advised to notify DDHA once repairs are completed.
On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the inspector's discretion, depending on the amount and complexity of work to be done.
If the time period given by the inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

10.5 INSPECTION OF UNIT

1. The Authority conducts Annual inspections on all units in accordance with HUD Housing Quality Standards at least annually during assisted occupancy and at other times as needed, to determine if the unit meets HQS.

2. The responsibility for the repair of HQS deficiencies depends on whether the landlord or tenant has been assigned responsibility for the repairs from the HQS Inspection Notice. The tenant can only be assigned responsibility for the following HQS deficiencies:

A. Non-payment of utilities for which the tenant is responsible for paying.

B. Damages to the unit caused by the tenant, which constitute HQS deficiencies and are beyond what is considered normal wear and tear.

C. The tenant fails to provide appliances, or fails to adequately maintain appliances in proper working condition, which are specified in the lease as tenant responsibility.

D. Damages to the unit caused by a member, visitor, or guest of the tenant, which constitute HQS deficiencies and are considered beyond normal wear and tear.

E. The tenant must allow the Authority to inspect the unit at reasonable times with reasonable notice.

F. Inspections will be conducted Monday through Friday during normal business hours only.

G. Reasonable hours to conduct an inspection are between 8:00 a.m. and 6:00 p.m.

H. Tenants will be given a notice in writing at least (5) days prior to a scheduled Annual inspection indicating the date and time range of the inspection.

10.6 Inspections Notices

Tenants and landlords are notified of dates and times of Annual inspection appointments by mail. Tenants may appoint an adult (18 or older) to be present for the inspection, if the tenant is unavailable for providing the inspector with access to the unit. Tenants, who are unable to meet the inspector for the scheduled appointment, must call at least (48) hours in advance to cancel the appointment and reschedule an inspection.

If the landlords wish to be present for inspections, they may call the inspector to set a specific time for an appointment within the time range provided the tenant for inspection. Otherwise, they will need to meet the inspector during the time range that is provided in the notice.

 Tenants, who miss an inspection appointment and fail to contact the inspector within five workdays to reschedule the inspection, or tenants who miss two (2) scheduled inspection appointments will be in violation of the Section 8 family obligation requirements, and will be terminated from the program in accordance with the Housing Authority's termination procedures.

A. <u>Follow-up Inspection:</u>

The responsibility for notification of the inspector when repairs have been made depends on whether the tenant, or landlord has been assigned responsibility for the repairs from the HQS inspection Notice. The responsible party, as indicated on the HQS Notice, must contact the inspector when the repairs are complete. The deadline date indicated on the HQS Inspection Notice is the date all repairs are to be completed and reported to the inspector. It will be assumed that the repairs to the unit have not been made if the inspector has not received any notification prior to the deadline date. The inspector does not automatically return for a follow-up inspection to check for completion of repairs.

B. <u>Adding Deficiencies to Follow-Up Inspection:</u>

The inspector will inspect for completion of the original list of deficiencies indicated on the HQS Inspection Notice during a follow-up inspection. However, additional HQS deficiencies observed by the inspector during the follow-up inspection must be recorded on the HQS Inspection Notice and reported to the responsible parties in the following manner:

1. When all original deficiencies are complete during follow-up inspections, but new deficiencies are observed by the inspector, the original inspection is
Passed, and a Special inspection is written up for the additional deficiencies indicated by the inspector.

2. If there are any outstanding deficiencies from the original inspection that were not repaired, and new deficiencies were discovered during the follow-up inspection, the new deficiency items are added to the original inspection list. The landlord is notified by telephone, or by mail that the additional items were added, and that the original deficiency items did not pass. In this case, once the original items have been corrected, an extension may be granted for the additional deficiencies if there was not enough time remaining from the original deadline date for repairs to complete the deficiencies added during the follow-up inspection. The approval for the extension of additional deficiencies must be approved by the Inspection Supervisor.

10.7 Deadline Dates FOR REPAIRS

1. Initial inspections:

A standard fifteen (15) day deadline date for repairs will be indicated on HQS Inspection Notices for completing HQS deficiency items. However, the Security Deposit and Request for Tenancy Approval forms will not be voided for thirty days following an Initial inspection. A fifteen day due date is indicated on Initial HQS Inspection Notices to provide an impetus to landlord in completing repairs as quickly as possible.

However, a standard thirty-day deadline is provided for Initial inspections, and the inspection will not be voided until this time expiration. Initial inspections must be voided after this period expires to allow tenants time for locating and renting another unit before the time limit on their vouchers expire.

DDHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

2. Emergency:

HQS deficiencies, which may cause an immediate threat to the health and safety of tenants, must be corrected within a twenty-four (24) hour period of when the landlord is notified of the emergency situation by the inspector. The inspector will immediately notify the landlord by telephone, and mail after determining the nature and extent of the HQS deficiency. (See page 9-13)

3. Non-emergency HQS deficiencies:

Non-emergency HQS deficiencies that are urgent, but not causing an immediate threat to the health and safety of the tenants, are required to be repaired within a ten (10) day deadline date. Examples of these deficiencies are when tenant paid utilities are not in service or connected, roof leaks, a portion of the ceiling has collapsed, refrigerators that are only partially cooling, and weak flooring from rotten plywood underlayment.

4. <u>Standard HQS deficiencies</u>

are required to be repaired within a thirty (30) day deadline date.

-

10.8 Extensions

-

Extensions are not permitted for any reason on Initial inspections. An extension of an Annual inspection is permitted only after all other original repair items from the inspection have passed. However, an extension is not permitted if the item creates a hazardous or unhealthy condition while the repair is pending. An extension with a standard thirty-day deadline date for repairs shall be permitted to obtain replacement parts for the repair of standard HQS deficiencies. The landlord must contact the inspector prior to the deadline date for an extension to be granted.

Standard extensions are permitted for the following deficiency items:

1. Extensions shall be granted for painting exterior surfaces that have been scraped of peeling paint during the winter month period when painting is not feasible due to incremental weather and cold temperatures. A deadline date of June 1 will be granted as an extension for painting the surfaces that have been scraped of peeling paint during this period.

2. Extensions shall be granted for repairing air conditioning systems, which are not working properly during the winter months (11-1 to 4-1). Air conditioning systems should be inspected during the summer months when the systems are needed and the room temperature of the home allows the thermostat to function in a proper manner.

3. Extensions shall be granted for repairing furnaces which are not working properly during the summer months (4-1 to 11-1) Furnaces should be inspected during the winter months when the systems are needed and the room temperature of the home is not higher than the thermostat setting, which allows the furnace to operate in the proper manner.

4. Extensions may be granted for repairs required in common areas of condominium developments when the homeowners association states in writing that the repairs will be completed by a certain date.

5. Extensions are permitted for certain repair items requiring that replacement items or parts be obtained, which do not create a hazardous condition.

6. Extensions are permitted for repairs delayed by adverse climactic conditions, such as the delayed installation of a new roof caused by continuous rain.

A. <u>Non Standard Extensions:</u> Extension requests for the repair of deficiencies, or items other than those indicated above as standard extensions, require the approval of the Inspection Supervisor.

10.9 EMERGENCY REPAIRS

Emergency repairs are considered to be HQS deficiencies that may potentially threaten the health and safety of tenants if not immediately corrected. Therefore, emergency deficiencies must be corrected within twenty-four (24) hours of notice by the Housing Authority to the landlord, or tenant, depending on who has been assigned responsibility for repairs from the HQS Notice. The following are examples of emergency repairs:

- **No heat or malfunctioning furnaces when outside temperatures are regularly below 55 degrees F., during the period from November 1 to April 1.**
- **Major plumbing leaks or flooding**
- **Waterlogged ceiling in imminent danger of falling**
- **Gas leaks or fumes**
- **Sewage backup on the interior or exterior of the home**
- **Lack of a functioning toilet**
- **Utilities that are not in service or connected**
- **No running hot or cold water**
- **The dwelling structure, or an outbuilding on the premises of the property are in imminent danger of collapsing**
- **Electrical problems which could result in shock or fire**

DDHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to correct the repair within the 24-hour period.

If the emergency repair item(s) are not corrected in the time period required by DDHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated. If the emergency repair item(s) are not corrected in the time period required by DDHA, and it is an HQS breach, which is a family obligation, DDHA will terminate the assistance to the family. Inoperable smoke detectors are a serious health threat and will be treated by DDHA as an emergency (24-hour) fail item.

A. <u>Landlord Responsibility:</u>

When emergency repair items assigned as landlord responsibility are not corrected within the twenty-four hour time period, the inspection is failed, and the rental payments made to the landlord are abated.

B. <u>Tenant Responsibility:</u>

When emergency repair items assigned as tenant responsibility are not corrected within the twenty-four hour time period, the inspection is failed, and the process for terminating the tenant from the Section 8 is initiated. The rental payments made to landlords will not be abated during the termination process of the tenant.

10.10 Landlord Responsibility for the repair of Standard HQS Deficiencies

Abatement

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by DDHA, the assistance payment to the owner will be abated.
Rental payments to landlords will be abated when standard HQS deficiencies assigned as landlord responsibility for repair are not corrected by the thirty day deadline date as specified on the HQS Inspection Notice.

The abatement of the rental payments to the landlord will be effective the day following the deadline date for repairs and a "Notice of Termination of HAP Contract" will be forwarded to the owner.

The Inspection Division will attempt to inspect abated units within five (5) days of notification by owners that the required repairs have been completed and that the unit is ready for a follow-up inspection.

When all repairs have been completed for the follow-up inspection, the pass date for the inspection will be the date of the landlord's notification of the inspector that the unit was ready, if no more than two follow-up inspections have been done. When there have been two follow-up inspections done at the unit, and all repairs have been completed for the next follow-up, the pass date for the unit will be the date that the follow-up inspection indicated that all repairs had been completed.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for DDHA's portion of rent that is abated.

10.11 Termination of Contract

If the landlord does not complete the repairs by the end of the abatement period, the Assisted Lease Agreement will be terminated by the Housing Authority and the tenant will be allowed to move. The abatement of the rental payments to the landlord will remain in effect through the effective date of the termination.

If the landlord completes the repairs before the effective termination date and the unit passes inspection, the termination of the Assisted Lease Agreement with the landlord will be rescinded. Once a termination notice has been issued, no more than two (2) HQS follow up inspections will be conducted on the unit.

10.12 ASSIGNING HQS RESPONSIBILITY

The following deficiencies are considered the responsibility of the tenant:

1. Utilities not in service, or connected that are tenant responsibility for payment.

2. HQS deficiencies caused by the tenant that are beyond what is considered normal wear and tear.

3. When the lease stipulates tenant responsibility for providing appliances, but tenant fails to provide or adequately maintain appliances.

4. HQS deficiencies caused by tenant household member, or visitor beyond what is considered normal wear and tear.

The owner is responsible for all other HQS violations.

 The inspector will make a determination of owner or family responsibility for HQS deficiencies during inspections. The owner or tenant may appeal this determination within ten (10) days of the inspection.

10.13 TENANT RESPONSIBLITY FOR DEFICIENCIES

HQS deficiencies assigned as tenant responsibility require that repairs be completed within (30) days (for standard, non-emergency violations). If corrections, or repairs are not made within the allotted time frame, the Authority will forward a "Notice to Terminate Assistance to the Family". The owner's rent will not be abated for the non-repair of deficiencies that are considered tenant responsibility.

10.14 INITIAL HQS INSPECTION

An Initial inspection will be conducted on all units entering the Section 8 program to ensure compliance with HUD Housing Quality Standards, which protect the health and safety of tenants.

Also, the initial HQS inspection report provides the following documentation:

 The condition of the unit for the Initial inspection is documented and used in determining responsibility for repair of HQS deficiencies during future inspections. For example, future inspections indicating deficiency items beyond normal wear and tear would be assigned as tenant responsibility for damage since the unit was in good condition at the time of the Initial inspections with no damage indicated.

 A Property Rating will be prepared for the unit during Initial inspections to facilitate the determination of rent reasonableness by Leasing and Occupancy Division. The Property Rating done by the inspector during the Initial inspection will document the following factors:

1. Number of bedrooms, bathrooms, age, location, neighborhood, and the zone in which the unit is located.
2. Quality of construction, amenities, physical characteristics, condition, updates and type of utilities for each unit.

HQS deficiencies indicated on an Initial inspection notice must be corrected within thirty days of the date of inspection. If the deficiencies are not repaired by the deadline date, the inspection is voided, and the tenant must find another unit to rent under the Section 8 program.

10.15 ANNUAL HQS INSPECTION

DDHA conducts an annual HQS inspection in accordance with Housing Quality Standards at least annually, and prior to all annual recertification effective dates. This enables the Hap Advisor to utilize the passed inspection in verifying utility payment information with the tenant during recertification and assists in accurately documenting tenant file.

10.16 SPECIAL/COMPLAINT INSPECTIONS

Tenants renting Section 8 units, who report HQS deficiencies to the landlord, but receive no response, should report the deficiencies in writing to the Housing Authority, or submit a copy of the letter that was sent to the landlord. A Special inspection will then be scheduled to inspect for the deficiencies specified by the tenant, and if found to be legitimate HQS deficiencies, will be reported on an HQS Inspection Notice with deficiencies assigned to the appropriate party.

Moreover, if the inspector while conducting the inspection observes additional deficiencies, the items will be included on the inspection report with the tenant specified deficiency items and assigned to the appropriate party. Special inspections will not be done at units, which have repairs pending from Annual, or other Special inspections.

If the request for the Special inspection is within three months of a tenant's recertification date, and the inspector is aware of this, the special inspection will be categorized as an Annual and a thorough inspection of the unit will be conducted in accordance with Inspection Division procedures.

10.17 RENT INCREASES

Rent to owner increases may not be approved if the unit is in a failed HQS status.

10.18 ACCEPTABILITY/EXCEPTIONS

The Decatur/DeKalb Housing Authorities adheres to the acceptability criteria in the program regulations as specified in 24 CFR 401 (a) and HUD Inspection Booklet and locally adopted codes regulating the installation, or major alternation of plumbing, electrical, and heating and air conditioning systems, along with the interpretations, definitions, and additions for HQS requirements.

Authorities' Interpretations, Definitions and Additions to HQS

A. <u>Walls:</u>

-

- Large holes in wall, or ceiling are defined as 4 inches or larger.
- In areas where plaster or drywall is sagging, severely cracked, or heavily water damaged, it must be repaired or replaced and properly finished.
- Allowances can be made for the lack of paint on small portions of interior drywall, paneling, or wood trim in habitable areas when repairs have been made to that portion of a damaged wall. All other exposed surfaced must be painted or sealed with a finish.
- Interior peeling paint over, in the vicinity or the kitchen sink/food preparation area, or associated appliances must be thoroughly scraped and painted regardless of the age of the property.
- All walls in a tub with a shower area must be covered with ceramic tile or other material or finish that is impervious to water to prevent damage and eventual deterioration.

B. <u>Windows:</u>

- All windows must be at least standard construction grade windows, and "storm windows" may not be used as the sole window in an opening of any habitable room.
- Double hung windows must stay open without being propped up. Windows that fall down after being lifted to an open position constitute a HQS deficiency. .
- All windows that open must have properly fitting screens in good condition if the unit is without air conditioning of adequate capacity to properly cool the entire dwelling.
- Windows less than 6 feet from the finished grade require a sound locking mechanism.
- All bedrooms must have at least one operable window that opens and closes properly so that proper ventilation and means of egress are provided.
- Living rooms require at least one window but the window does not have to open.
- Windows are not required in kitchens or dining rooms.
- A window in a bathroom must be operable. If no window is present, an exhaust vent system is required.
- All window sashes must be in good condition, solid and intact, and fit properly in the frame, and be reasonably weather tight.
- Certain windows may be allowed to be nailed or screwed shut when located in rooms that have other windows providing adequate ventilation and egress.

C. <u>Doors:</u>

-

- All exterior doors must be reasonably weather tight and have a permanent type of weather stripping and threshold that seals. The weather stripping must provide an adequate seal between the door and the door frame so that gaps and spaces are eliminated.
- For fire escape purpose, all existing exterior doors, especially those that lead directly outside the unit must be fully operable as a means of escape in case of fire. This clause has the full support of the local Fire Marshall.
- Bathrooms are required to have doors for privacy, and a lock mechanism for security. Exceptions are for units designed for single occupancy, and having one bedroom and one bathroom.
- Interior doors must be properly hung on hinges or tracks so that they do not stick or bind in the door frame and must open and close properly. Any associated knob sets or locksets must not be jammed or pose an entrapment hazard. Closet doors that are off the tracks are considered HQS deficiencies and require repair, replacement, or removal. The deficiency should be assigned as an owner responsibility for repair since the decision to remove the closet door should be determined by the landlord.

 Landlord or tenant responsibility for damaged exterior doors or broken windowpanes is determined by whether or not a police report is provided. A police report indicating that an unknown intruder caused the damaged door assigns responsibility for repair to the landlord while the lack of a report may indicate domestic violence on tenant damage, which causes responsibility for repairs to the tenant.

D. Floors:

-

 Large cracks or holes that are ½" or larger, or smaller holes that allow for drafts to enter the dwelling through a crawl space located underneath the dwelling must be repaired.

 Missing portions of tile, carpet, or vinyl larger than 9" must be patched or replaced. Missing portions that are smaller do not fail. However, the edges or perimeter of the missing section must be securely glued or tacked down or it may constitute a trip hazard, which fails inspection.

 All floors must be covered with a standard finish flooring material such as carpet, vinyl, or wood parquet. Bare or painted plywood, underlayment, carpet pad, or concrete base materials are not acceptable.

 Extension cords running across open floors constitute trip hazards and are considered deficiency items with responsibility for correction assigned, to the tenant. This does not usually cause abatement of landlords rent. They must be rerouted along the base of a wall or over doors.

E. Commodes/Tubs/Sinks:

 Badly cracked ceramic toilet tank lids must be repaired or replaced and fit properly and securely. Universal plastic after market lids are acceptable.

 Chipped or missing sections of ceramic plumbing fixtures with sharp edges must be filed smooth or replaced so as not to present a cut hazard.

 Badly worn wood composite, or torn padded commode seats, unless the padded seat is the property of the tenant and installed by the tenant must be replaced to ensure that proper sanitation can be maintained.

 Commodes/tubs/sinks/countertops, kitchen and bath fixtures, including kitchen countertops, cannot be painted or covered with vinyl, contact paper, or other soft or absorbent materials not designed for these surfaces. Two-part epoxy and other professional finishes designed for these surfaces (except countertops in kitchens) are acceptable if properly applied by a properly trained and competent applicator. Minor damage or burns on kitchen countertops are acceptable and do not constitute an HQS deficiency. Repairs to kitchen countertops should be made with an epoxy application that provides a resilient surface. The repairs of damaged countertop surfaces with paint are unacceptable.

F. Bathrooms:

 Bathrooms without a window must have a fan powered exhaust vent that vents to the exterior of the home.

 A screen is required on a bathroom window if there is no exhaust vent fan in the bathroom.

G. Security:

 The Authority will no longer require double cylinder dead bolt locks on any door, as DeKalb County recently adopted codes, SBCCI, CABO, deems them a fire hazard. Existing DCDB locks can be grand fathered. This clause has the full support of the local Fire Marshall.
 A security bar device is an acceptable means of providing security for sliding glass doors. The bar must drop from the doorframe to a socket on the edge of the sliding panel to ensure that the door is secured.

H. Smoke Detectors:

 Smoke detectors are required on each level of living area in a dwelling and in unfinished basement areas. Smoke detectors are required on each story of the unit that is considered a living area, and in finished or unfinished basements, excluding crawl spaces, and finished attics. Smoke detectors must be installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Bedrooms are considered to be in separate sleeping areas when a distance of 15' or more separates the bedrooms. Units entering the Section 8 program after April 24, 1993 require the installation of smoke detectors on ceilings at least four inches from the wall, or on walls not less than four inches, or more than twelve inches below the ceiling. Units that entered the Section 8 program prior to April 24, 1993 will not be required to comply with smoke detector wall and ceiling spacing requirements and the location of these smoke detectors will not be required to change.

I. Bedrooms:

 Minimum ceiling height in this or any room must be a minimum of 6'6". Any part of the floor area in which the ceiling is less than 6'6", shall not be counted as part of the usable floor area.
 No overhead projection, beam, or sloping ceiling may project to lower than (5) feet in the usable area of the bedrooms.
 Inspectors must ascertain the number of bedrooms in a dwelling for purposes of the Fair Market Rent and owners may add a bedroom by adding or constructing a bedroom in an unfurnished extra area such as an attic or basement provided the additional bedroom meets the HUD HQS bedroom criteria. Per HQS, a bedroom should have a closet, a standard size exterior window that can be opened, a minimum of 70 square feet of living area, and a permanent heat source.
 The installation of an electrical baseboard heater in a bedroom to satisfy HUD's requirement for a permanent heat source requires that there be a circuit breaker located in the service panel for the heater. The installation of an additional breaker for the heater requires the services of a state licensed contractor.
 Carports or garages cannot be converted to bedrooms unless the areas are furnished in a quality comparable to the existing bedrooms and meet the criteria for bedrooms required by HUD. General family living areas such as dens, living rooms or dining rooms cannot be converted to bedrooms unless there are other rooms in the house suitable as a family gathering area and the room meets all HUD bedroom criteria. Rooms that do not meet bedroom standards should be treated as bonus rooms. Also, it is important that the inspector consider the floor plan and traffic pattern inside the house when determining whether a room should be considered a bedroom.

J. Location of Gas Water Heaters:

 No fuel burning appliance can be installed in a bathroom, bedroom or a closet of one of these rooms unless the appliance is sealed off by a partition that includes a weather stripped solid door or

access cover with combination air vents installed so that combustion air is provided from a source other than the bedroom or bath area. The air vents must provide openings in the sealed off area of the appliance with one opening within one foot of the ceiling and another opening within one foot of the floor. If the floor plan of the house does not allow for the air vents in the walls of the enclosed space then the opening must be provided in the ceiling or floor of the home.

K. Lead Paint Requirements:

- Units that were built prior to 1978 and have a child under 6 as a tenant must meet certain requirements regarding peeling paint.
- The following areas of the home must be inspected during Initial and Annual inspections:

1. All painted interior surfaces within the unit (including ceiling, but excluding furniture).
2. The entrance and hallway providing ingress, or egress to a unit in a multi-unit building.
3. Exterior surface up to 5 feet from the floor or ground that are readily accessible to children under 6 years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds.)

- The peeling paint must be tested by an EPA, or State approved licensed, or certified risk assessor, paint inspector, or clearance technician if the total area of the peeling paint on a component is:

1. More than 20 square feet on an interior or exterior wall.
2. More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including ceilings, floors, doors and interior walls.
3. More than 10 percent of the total surface area of an interior surface area including windowsills, baseboard and trim.

- If testing for lead based paint proves positive, properly trained workers must stabilize the paint per HUD's safe work practices.
- Upon completion of the work, a determination must be made by an EPA, or state licensed technician that the lead based paint has been properly eliminated. Certification from a licensed technician that the work has been properly completed must be provided.
- Areas of peeling paint constituting less than the HUD de minimus levels should be scraped and painted by the owner. No testing and stabilization by approved workers is required.

L. Plumbing:

A. S traps are unacceptable for use in drain traps. J or P trap drains are required to prevent the escape of noxious gases from the drain.
B. Slow drains from sinks; tubs and commodes are not deficiencies. However, clogged drains constitute HQS deficiencies.
C. Low water pressure from sink or a tub faucet is acceptable if there is an adequate amount of water being supplied.
D. Plumbing leaks should be repaired be replacing seals, gaskets and pipes as necessary without the use of tape caulk or putty.

- Leaking faucets are not HQS deficiencies if the flow is onto a waterproof surface and drains into the sink or tub basin.
- Slightly loose faucets are acceptable.

M. Appliances:

- Per HUD minimum Housing Quality Standards, all electric eyes or burners on a stove must operate properly. It is an HQS failure if only one eye or burner does not work. Also, all gas burners must light by pilot.
- Microwaves are considered acceptable substitutes for ovens by the Decatur/DeKalb Housing Authorities.
- All electric eyes or gas burners on a stove must operate properly.
- The oven and stove knob on/off settings should be visible.
- Stoves, or ovens that are dirty or have grease buildup constitute an unsanitary condition and should be failed as an HQS deficiency.
- All electric eyes or gas burners for stoves must be provided with splash pans or grates that are in good condition.
- Dishwashers that do not operate properly must be repaired, replaced, removed or left in place with the door screwed shut so that they are sealed and cannot be opened. The removal of a dishwasher requires the termination of the electrical wiring and plumbing fixtures with the dishwasher cabinet space sealed off from use.
- Refrigeration gaskets with tears of 3” or more require replacement while torn gaskets of less than 3” can be repaired. A standard 30-day deadline of correction of deficiency is provided.

All Section 8 units must have refrigerators that cool properly by maintaining a low enough temperature to prevent food from spoilage over a reasonable period of time and provide the capacity for storing frozen food. A deadline date of seven days will be provided to repair or replace a refrigerator that is not cooling properly.

Refrigerator must be of an appropriate size for the number of family members living in the init. For example, a tabletop compact refrigerator would be clearly inappropriate for a family of four.

N. Exterior:

- Porches, patios, balconies or steps with a 30 ” or more drop to the finish grade or floor require guardrails or handrails that are 36” in height and have reasonable spacing between spindles to protect the safety of tenants. Also, exterior steps with more than four risers or steps require the use of handrails.
- Gutters and downspouts are not required on homes. Loose or damaged gutters are only a deficiency item if located over a door or sidewalk and present a danger of falling on someone below or are causing water damage to the interior of the dwelling. Gutters that are clogged with leaves are not a deficiency unless this causes water to overflow and seep through the cornice resulting in water damage to the interior of the house.
- Minimum allowable gaps or holes in a foundation are ½”. This includes foundation, vents or gaps around crawl space doors and prevents rodent entry. The minimum allowable size for gaps or holes in exterior siding, cornice and roofs is 2”, which prevents entry by birds, squirrels and the elements.

O. Unfinished Basements:

- The landlord is not required to provide tenant access to unfinished basement areas. However, the basement must be locked and the landlord must present a signed statement stating that any required repairs to furnaces, or gas water heaters located in locked basements will be made within a twenty-four hour period. Furthermore, the landlord cannot deny basement access to the tenant if the service panel is located in an unfinished basement area.
- Dampness in an unfinished basement area is not a deficiency.
- Standing water in unfinished basement areas constitutes an HQS deficiency when due to leaks or seepage through foundation walls.

P. <u>Personal Belongings Stored on Property:</u>

- Landlords, or relatives of landlords cannot store personal items or belongings on the premises of the property that they are renting to tenants. However, personal items may be stored in a basement area if the basement is locked so that the area cannot be accessed by the tenant. Moreover, the electrical service panel for the unit occupied by the tenant cannot be located in a locked basement area.
- Also, landlords may store personal belongings in storage buildings that are detached from the dwelling as long as the buildings are locked so that tenants have no access.

Q. <u>Modifications:</u>

- All modifications to unit must meet applicable HQS and building codes.

Chapter 11

11.0 OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

11.1 INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All new leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new Housing Choice Voucher Program.

DDHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is DDHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

When DDHA have determined that the unit meets the minimum HQS, that the lease is in an approved form, and that the rent is reasonable based on the rent reasonableness certificate, DDHA will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Section 8 housing program.

This chapter explains DDHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

11.2 RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited only by rent reasonableness. DDHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.
The only other limitation on rent to owner is the maximum rent standard at initial occupancy. Which is, at the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40 percent of the family's monthly adjusted income.
The payment to the Landlord, called the Housing Assistance Payment (HAP), is the contract rent approved by DDHA less the Tenant Rent/TTP determined by DDHA.

The maximum subsidy for each family is determined by the Payment Standard for the Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

11.3 MAKING PAYMENTS TO OWNERS

After execution of the HAP Contract, each month DDHA will pay a Housing Assistance Payment to the Landlord on behalf of the tenant family in accordance with the contract. A rent roll will be maintained by the Section 8 Division that will provide payment information relative to all units assisted by DDHA under the Section 8 Program and that will comply with all HUD and financial control audit requirements.

Payments will be made in the following manner:

All processing necessary for issuance of payments to Section 8 Landlords will be completed by the cut off date established by the HAP Coordinator (in conjunction with the Finance Department). Checks will be processed for payment by the 26th of the month by the computer and disbursed on the first of the following month.

Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

A. Excess Payments

The total of rent paid by the tenant plus DDHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to DDHA. Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to DDHA" chapter of this Administrative Plan.

B. Late Payments to Owners

DDHA must pay the housing assistance payment promptly when due to the owner in accordance with the HAP contract. The HAP contract shall provide for penalties against DDHA for late payment of

housing assistance payments due to the owner if all the following circumstances apply and the owner request late payment from DDHA:

- Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant;

- It is the owner's practice to charge such penalties for assisted and unassisted tenants; and

- The owner also charges such penalties against the tenant for late payment of family rent to owner.

DDHA will not be obligated to pay any late payment penalty if HUD or DDHA determines that late payment is due to factors beyond DDHA's control, such as a delay in the receipt of program funds from HUD. DDHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.
DDHA will not use any program funds for the payment of late fee penalties to the owner.

11.4 INTERIM CHECK RUN

DDHA will process mid-month payments for those items not paid on the first of the month. Checks will be processed on or around the 15th of the month for any payments not processed in time for issuance by the first of each monthly payment cycle (written documentation).

11.5 RENT REASONABLENESS DETERMINATIONS

DDHA will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

1. DDHA will not approve a lease until DDHA determine that the initial rent to owner is a reasonable rent. DDHA predetermines the reasonable rent before any increase in the rent to the owner, and if there is a five percent decrease in the published FMR in effect 60 days before the contract anniversary (for unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

2. DDHA must redetermine rent reasonableness if directed by HUD and based on a need identified by DDHA' auditing system. DDHA may elect to redetermine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or redetermined by DDHA.

3. The owner will be advised that by accepting each monthly housing assistance payment she/he will be certifying that the rent to the owner is not more than rent charged by the owner for comparable unassisted units in the premises.

4. If requested, the owner must give DDHA information on rents charged by the owner for other units in the premises or elsewhere. DDHA will only request information on the owner's units

elsewhere if DDHA has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

5. Data collected on unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys and other available sources. The market areas for rent reasonableness are DeKalb County, Georgia. Subject units within a defined housing market area will be compared to similar units within the same area when and where possible.

The market areas for rent reasonableness are census tracts within DDHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

11.6 Census Tracts Codes by Zones

The following are census tracts codes by zones within DDHA's jurisdiction (these zones are subject to change by DDHA):

South
DeKalb
North
Decatur
North
DeKalb
North-East DeKalb
Lower
DeKalb
Zone 1
Zone 2
Zone 3
Zone 4
Zone 5
205
201
211
218.05
232.03
206
202
212.02
218.06
233.03
207
203
212.4
218.08
233.03
208
204

212.05
218.09
233.03
209
215
212.07
218.10
233.08
227
216.01
212.08
219.02
234.04
228
216.02
212.09
219.03
234.05
229
216.03
212.10
219.04
234.07
230
217.02
212.11
219.05
234.08
231.01
217.03
212.12
220.02
234.09
231.02
217.04
213.01
220.04
239.98
231.03
220.01
213.02
220.05

231.06
221
213.03
232.04

231.05
222
213.04
232.05

234.03
223.01
214.01
232.06

235.01
223.02
214.02
232.07

235.02
224.01
214.03
233.05

236
224.02
214.04
233.06

237
224.03

238.01
225

238.02
226

238.03

238.03

DDHA utilizes a rent reasonableness system which includes and defines the HUD factors. The following items will be used for rent reasonableness documentation:

-Size (number of bedrooms/square footage)
-Location (Census Tract Zones)
-Quality
-Amenities (bathrooms, dishwasher, air, garage, etc.)
-Age of unit
-Unit type
-Utilities

6. DDHA maintains a notebook which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

11.7 PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at DDHA's discretion, the Voucher Payment Standard amount is set by DDHA between 90 percent and 110 percent of the HUD published FMR. This is considered the basic range. DDHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, DDHA will ensure that the Payment Standard is always within the range of 90 percent to 110 percent of the new FMR, unless an exception payment standard has been approved by HUD.
DDHA will establish a single voucher payment standard amount for each FMR area in DDHA jurisdiction. For each FMR area, DDHA will establish payment standard amounts for each "unit size".
DDHA may have a higher payment standard within DDHA's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the 90-110% of FMR range.
DDHA may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

11.8 ADJUSTMENTS TO PAYMENT STANDARDS

Payment standards will be reviewed annually for each bedroom size in order to ensure that families can continue to afford units under the Section 8 Voucher Program. In considering an affordability adjustment to the payment standard schedule, DDHA will determine whether participant families have a sufficient level of subsidy to allow freedom of choice in the selection of rental housing in DDHA' jurisdiction. DDHA' review process will include an analysis of the number of suitable vacant units available at rents below the appropriate payment standard by bedroom size, the rent burdens of assisted

families, and the financial impact on the Housing Voucher Program if an increase in the payment standard schedule is approved.

DDHA will review all or some of the following factors in determining an affordability adjustment in the payment standard:

1. Participant rent burdens (percent of tenant rent to adjusted household income of participants);

2. Participant rent burden relative to the quality of units selected by Participant families;

3. Participant rent burden relative to availability of units by bedroom size;

4. Actual Rent to Owners for specific bedroom sizes;

5. Actual rent increases for participating households;

6. The applicable annual adjustment factor for DDHA jurisdiction which is an indication of the prospective average percent of rent increases;

7. The average time period for finding eligible housing;

8. Rent reasonableness data used for the Section 8 Certificate Program; and

9. The local vacancy rate.

The Assisted Housing Director will conduct the analysis and will make a determination whether an affordability adjustment should be implemented. If DDHA proposes an increase in the payment standard schedule, then a copy of the proposed schedule will be forwarded to Finance Director, who will review the proposed schedule, in order to determine the financial impact on the Housing Voucher Program. The Deputy Executive Director will conduct the final review of the proposed schedule and; if satisfactory, will submit it to DDHA' Board of Commissioners for approval.

The documentation in support of the affordability adjustments to the payment standard schedule will be placed on file at DDHA for HUD review.
Adjustments may not cause the payment standard amounts to exceed the published FMR's of the HUD-approved community-wide exception rent in effect at the time of the adjustment.

If DDHA determine that some or all of the available annual contributions under its ACC are not needed for participating families, including adjustments of housing voucher payments, it may assist more families.

Payment Standards may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. DDHA will not raise the Payment Standards so high that the number of families that can be assisted under available funding is substantially reduced. Nor will DDHA raise Standards if the need is solely to make "high end" units available to Voucher holders.

DDHA will review the Payment Standard annually to determine whether an adjustment should be made for some or all unit sizes. The Payment Standard will be reviewed according to HUD'' requirements and this policy and if an increase is warranted, the payment standard will be adjusted within 90 to 110% of the current Fair Market Rent.

DDHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

A. Assisted Families' Rent Burden

DDHA will review reports showing the percent of income used for rent by Voucher families to determine the extent to which the rent burden is more than **(30%)** of income.

B. Availability of Suitable Vacant Units Below the Payment Standard

DDHA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard.

C. Quality of Units Selected

DDHA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure Payment Standard increases are only made when needed to reach the mid-range of the market.

D. Authorities Decision Point

DDHA will review the quality and size of units where the Rents to Owner are above the Payment Standard by more than (25%). If more than (50%) of families have selected above-average units or have selected larger units than the Voucher size, DDHA may elect not to increase the Payment Standard nor continue the analysis.

If the analysis continues, DDHA will divide those rents between contracts within the first year and after the first year. If the Rents to Owner are more than (25%) above the average, in any bedroom size,

DDHA continue the analysis. If not, DDHA may elect not to increase the Payment Standard for certain bedroom sizes.

E. Rent to Owner Increases

DDHA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

F. Time to Locate Housing

DDHA may consider the average time period for families to lease up under the Voucher program as compared to the Certificate program. If the average for Voucher holders exceeds that for Certificate holders by (50%), the Payment Standard may be adjusted.

G. Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the Payment Standard. Additionally, statistical analysis may reveal that the Payment Standard should be lowered. In any case, the Payment Standard will not be set below 80 percent of the FMR without authorization from HUD.

H. Financial Feasibility

Before increasing the Payment Standard, DDHA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on the funding available for the program and number of families served.

I. File Documentation

A file will be retained by DDHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

11.9 PAYMENT STANDARDS FOR A FAMILY

A. Regular Reexamination

If the payment standard decreases during the HAP Contract term, the Payment Standard for the family is the higher of (1) the Payment Standard at the beginning of the lease minus any amount by which the initial rent to the owner has decreased, or (2) the Payment Standard at the current or most recent annual exam. If a change in family size or composition occurs affecting the certificate or voucher size, the ability to use the initial Payment Standard is lost.

B. Interim Examination

If after the beginning of the term of the lease the family has a change in income, family size or composition that would require or allow for an interim adjustment based on DDHA interim policy, DDHA will not apply any new or change in PAYMENT STANDARD until the date of the next regular reexamination.

C. Moves

If the family moves into a different unit prior to their next recertification and DDHA have had a change in the payment standard, the new payment standard will be used. The applicable payment standard will be that which is the lower of either the certificate or voucher size issued or the unit size selected at the time of the move.

11.10 OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

The owner is required to notify DDHA, in writing, at least sixty days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements.

Chapter 12

12.0 RECERTIFICATIONS

12.1 INTRODUCTION

In accordance with HUD requirements, Decatur/DeKalb Housing Authority (DDHA) will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Annual recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases.

All annual activities will be coordinated in accordance with HUD regulations. It is a HUD requirement that families report all changes in household composition. This Chapter defines the DDHA's policy for conducting annual recertifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

-

12.2 ANNUAL ACTIVITIES

There are three activities DDHA must conduct on an annual basis:

1. Annual recertification of income and family composition
2. HQS inspection
3. Rent to owner adjustment (following HUD requirements)

DDHA produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to total tenant payment/family share can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Housing Assistance Coordinator.

1. Reexamination of the family's income and composition must be conducted at least annually.
2. Annual inspections: See "Housing Quality Standards and Inspections" chapter.
3. Rent adjustments: See "Owner Rents, Rent Reasonableness and Payment Standards" chapter.

-

12.3 ANNUAL RECERTIFICATION/REEXAMINATION

Reexamination of income, assets, family composition, and deductions shall be made by DDHA annually. Appropriate redeterminations will be made by the Authorities of the amount(s) of Total Tenant Payment/family share, unit size and the amount of Housing Assistance Payment.

Should a participant family transfer to another assisted unit, and a recertification has not been processed within the last one hundred twenty **(120)** days, a reexamination of the family's circumstances will be conducted at that time.

12.4 MOVES BETWEEN REEXAMINATIONS

When families move to another dwelling unit, an annual recertification will be conducted, unless a recertification has occurred in the last 120 days. The anniversary date will change to coincide with the move-in date of the new unit. Income limits are not used as a test for continued eligibility at annual recertification.

12.5 REEXAMINATION NOTICE TO THE FAMILY

DDHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 90-120 days in advance of the anniversary date. If requested as reason accommodation by a person with a disability, DDHA will provide the notice in an accessible format.

DDHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

12.6 PROCEDURE FOR ANNUAL RECERTIFICATION

The procedure for conducting annual recertifications will be:

- Mail appointment letter to families with the date and time of appointment.
- The letter will include forms for the family to complete in preparation for their interview.

12.7 COMPLETION OF ANNUAL RECERTIFICATION

DDHA will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to DDHA's office will be granted an accommodation by conducting the interview at their home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

12.8 Collection of Information

DDHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

DDHA representative will interview the family and enter the information provided by the family on the recertification form, review the information with the family and have them sign the form. DDHA will require the family to complete a Personal Declaration Form prior to all recertification interviews.

12.9 REQUIREMENTS TO ATTEND

The Head of Household and all adult household family members must be present at their annual recertification interview. If these members are unable to attend the recertification interview it will be rescheduled.

12.10 Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to ten (10) days prior to the interview.
If the family does not appear for the annual recertification interview, and has not rescheduled or made prior arrangements with DDHA**,** DDHA **will not** reschedule a second appointment. DDHA will send the family notice of termination and offer them an informal hearing.
Exceptions to these policies may be made by DDHA if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability**.**

12.11 DOCUMENTS REQUIRED AT RECERTIFICATION

A. Proof of citizenship; birth certificates; Social Security cards; and Immigration and Naturalization (INS) documents

B. Proof of income from all sources (this applies to all adult members)

C. Regular pay, special allowances & allotments received by a member of the Armed Services, Reserves National Guard

D. Medical and pharmacy information

E. Personal Declaration Form.

F. Proof of Full-time student status of household members 18 years of age or older, if applicable

G. Valid State of Georgia Picture Identification for each family member in the household 18 years of age or older.

12.12 Verification of Information

All reexaminations must follow the verification procedures established by DDHA in this plan. Verification cannot be more than **(120)** days old.

Any family who has not provided adequate information will be given a notice to return the information within ten **(10)** days. If the requested information has not been received within ten (10) days, a Notice of Termination From the Program letter will be mailed to the family with a copy to the landlord.

The family will be given ten (10) days from the date of the letter to request an Informal Hearing. Failure to respond to the Notice of Termination From the Program letter by requesting a hearing will result in termination of the family's assistance.

12.13 TENANT RENT INCREASES

If a tenant's portion of the rent increases, no less than a thirty **(30)** day written notice will be given to the tenant with a copy to the landlord, effective the first **(1st)** day of the anniversary date of the lease.

If less than thirty **(30)** days are remaining before the anniversary date, the increase will be effective on the first **(1st)** day of the following month. A copy will be mailed to the tenant and the landlord.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

12.14 TENANT RENT DECREASES

If a tenant's portion of the rent decreases, the decrease will be effective on the anniversary date of the contract. A copy will be mailed to the landlord and the tenant.

DDHA will adjust the rent accordingly for families who lose their TANF benefits as a result of the expiration of the lifetime time limit. Such expiration shall not be considered failure to comply with program regulations.

The Authorities will not lower the Participating Family's rent if the family's TANF benefits are reduced because of fraud.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by DDHA.

12.15 REPORTING INTERIM CHANGES

Program participants must report all changes in household composition to DDHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain DDHA approval prior to all other additions to the household.
The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.
Interim reexaminations between annual reexaminations are performed to allow tenants to comply with the lease requirements and to report changes in income and family circumstances. An interim reexamination does not affect the date of the annual recertification.

All changes in income and family composition must be reported in writing within ten **(10)** days of their occurrence.

The following are examples of changes that must be reported in writing within ten (10) days of their occurrences:

1. Change from unearned to earned income (i.e., TANF to work) and/or

2. Change from zero **(0)** income to work or other form of income (earned or unearned); however, all families with zero income will be required to report their status and recertify every 30 days.

Changes in family income resulting from increases in wages on the same job or periodic increase in government benefits not related to other changes in income to family composition do not have to be reported to the Authorities until annual reexamination. This includes cost of living adjustments for Social Security, SSI, and VA Pensions.

A. <u>Decreases in Income</u>

Rent will be made effective the first day of the month following the month in which the change was reported by the resident, in writing, provided, however, that no decrease shall be made until written documentation (proof) of the change(s) has been furnished by the resident and deemed sufficient and verified by DDHA in accordance with its procedures.

B. <u>Increases In Income</u>

If tenant rent increases, a thirty day notice is mailed to the family prior to the scheduled effective date of the annual recertification.
If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

12.16 PHA ERRORS

If DDHA makes a calculation error at admissions to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated in correctly.

12.17 INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

DDHA will not reduce the family share of rent for families whose welfare assistance is reduced by the welfare agency specifically because of:

I. fraud in connection with the welfare program; or

II. noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

However, DDHA will reduce the rent if the welfare assistance reduction is a result of:

A. The expiration of a lifetime time limit on receiving benefits; or

B. A situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or

C. A family member has not complied with other welfare agency requirements.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of welfare benefits reduction (as specified by the welfare agency).

 The amount of imputed welfare income will be offset by the amount of additional income the family receives that commendes after the sanction was imposed. When additional income from other sources is at least equal tot he imputed welfare income, the imputed welfare income will be reduced to zero.

If the family claims the amount of imputed welfare income has been calculated incorrectly, a Housing Assistant supervisor will review the calculation for accuracy. If the imputed welfare income amount is correct, DDHA will prove a written notice to the family that includes:

I. A brief explanation of how the amount of imputed welfare income was determined;

II. A statement that the family may request an informal hearing if they do not agree with DDHA determination.

(See "Verification Procedures" chapter.)

12.18 Cooperation Agreements

DDHA will rely on the welfare agency's written notice regarding the amount of specified benefit reduction.

12.19 NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD Form 50058 will be completed and transmitted as required by HUD.
The Notice of Rent Change is mailed to the owner and the tenant. Signatures are not required by DDHA. If the family disagrees with the rent adjustment, they may request an informal hearing.

12.20 TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

A. Standard for Timely Reporting of Changes

DDHA requires that families report interim changes to DDHA within ten (10) days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within ten (10) days of the change.
If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

B. Procedures when the Change is Reported in a Timely Manner

DDHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:
Increases in the Tenant Rent are effective on the first of the month following at least thirty days' notice.
Decreases in the Tenant Rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.
The change will not be made until the third party verification is received.

C. Procedures when the Change is Not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by DDHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice prior to the first of the month after completion of processing by DDHA.
If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

12.21 CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES

DDHA will not approve the addition of adults to the household unless the adult is an immediate family member who is elderly or a person with a disability. All additions to the household, other than births, adoptions or court ordered custody, marriage, or approved live-in attendant must be documented by a physician and must be approved in advance by DDHA.

Families requesting to add minor children to the household and for whom court awarded custody has not been granted, must certify that the minor child is residing with the Family and specify the reasons causing the minor child's change in residency.

Family must immediately notify DDHA, in writing, if the minor child moves from the household. If the minor child's departure from the household results in the family being over housed, the Authorities will give the family notice at the time their annual recertification is scheduled.

This notice will inform the family that they must transfer to a unit of appropriate size based on their family composition. If the family fails, or refuses to move, the Authorities will proceed to terminate the assistance. The family may request an Informal Hearing on the proposed termination in accordance with the procedures as outlined in this Administrative Plan.

12.22 CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

1. The Authorities implemented the Non-Citizen Rule prior to November 29, 1996 AND
2. The head of household or spouse is a U. S. citizen or has eligible immigrant status; AND
3. All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If DDHA implemented the Non-Citizen Rule on or after November 29, 1996, mixed families may receive prorated assistance only.

12.23 MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, DDHA may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Program Integrity Addendum.)

Chapter 13

13.0 MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

13.1 INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within Decatur/DeKalb Housing Authority's (DDHA) jurisdiction, or to a unit outside of DDHA's jurisdiction under portability procedures. The regulations also allow DDHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, DDHA's jurisdiction, and the policies for restriction and limitations on moves.

13.2 ALLOWABLE MOVES

A family may move to a new unit if:

A. The assisted lease for the old unit has terminated because DDHA has terminated the HAP contract for owner breach.

B. The Landlord and family mutually agree to terminate the lease.

C. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

D. The family has given the Landlord proper notice of intent to terminate the lease.

13.3 RESTRICTIONS ON MOVES

Families will not be permitted to move within DDHA's jurisdiction during the initial year of the assisted lease. Families will not be permitted to move more than once in a 12-month period. DDHA will deny permission to move if:

I. The family has violated a family obligation under the program.
II. The family owes DDHA money.
III. The family has moved or been issued a voucher within the last twelve months.
IV. There is insufficient funding for continued assistance.

DDHA may make exceptions to these restrictions if there is an emergency reason for the move in which the family has no control.

13.4 PROCEDURE FOR MOVES

A. <u>Issuance of Voucher</u>

Subject to the restrictions on moves, if the family has not been recertified within the last 120 days, DDHA will issue the voucher to move after conducting the recertification and briefing the family.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits and a new lease is entered into by the owner and family.
The annual recertification date will be changed to coincide with the new lease-up date.

B. Notice Requirements

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to DDHA simultaneously.
For units under a Certificate HAP contract effective before October 2, 1995, if the family vacates the unit without proper notice in writing to the owner, the family will be responsible for any vacancy loss paid by DDHA.

C. <u>Time of Contract Change</u>

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.
In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease midmonth. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

13.5 PORTABILITY

Portability applies to families moving out of or into DDHA's jurisdiction within the United States and its territories.

13.6 OUTGOING PORTABILITY

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside DDHA's jurisdiction, anywhere in the United States, in the jurisdiction of a DDHA with a tenant-based program. When a family requests to move outside of DDHA's jurisdiction, the request must specify the area to which the family wants to move. If there is more than one PHA in the area in which the family has selected a unit, DDHA will choose the receiving PHA.

-
-

13.7 Restrictions on Portability

-

A. Applicants

If neither the head or spouse had a domicile (legal residence) in DDHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless DDHA approves such move. A family must have legal residence and proof of the same within DeKalb County for twelve **(12)** consecutive months in order to move under portability requirements.

For a portable family that was not already receiving assistance in DDHA's tenant-based rental assistance program, DDHA must determine whether the family is eligible for admission under the receiving PHA's program.

B. Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

1) The receiving and initial PHA agree to allow the move
2) The family's move relates to an opportunity for education, job training or employment
3) A sound medical reason with proper documentation provided by the families' physician
4) The family must move at no fault of their own from their current residence

The PHA will not permit families to exercise portability:

A. If the family is in violation of a family obligation.
B. If the family owes money to DDHA.
C. If the family has moved out of its assisted unit in violation of the lease.

Determination of outgoing "ports" is based upon recertification within the last sixty **(60)** days. A participant is not required to attend a briefing prior to moving outside of DDHA jurisdiction.

A thirty **(30)** day notice to vacate must be submitted to the family's landlord. Should the family decide to remain in the unit, approval must be submitted by both parties (Landlord and Tenant). Overlapping of Housing Assistance may occur for the month during Transition for portable moves.

Receiving DDHA's will be required to submit hearing determinations to DDHA within 10 days of a written decision of the hearing results.

Portability does not apply to families that are assisted through the project based and moderate rehabilitation programs.

13.8 INCOMING PORTABILITY

When the family has a right to lease a unit in the receiving PHA jurisdiction under portability procedures in accordance with 982.353(b), the receiving PHA must provide assistance for the family. Receiving PHA procedures and preferences for selection among eligible applicants do not apply and the receiving PHA waiting list is not used.

However, DDHA may deny or terminate assistance for family action or inaction in accordance with 982.552 and 982.553.

13.9 ABSorption or Administration

DDHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portable" voucher by DDHA.
The term of the voucher will not expire before the expiration date of any initial PHA voucher. The family must submit a request for approval of tenancy for an eligible unit to DDHA before the expiration term of DDHA issued voucher.
DDHA may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in DDHA's jurisdiction, they must contact the initial PHA to request an extension or if the family is unable to find a unit and requests that their paperwork be sent to another Housing Authority, DDHA will comply in a timely manner.

In the event that the paperwork is not forwarded in timely manner, resulting in the loss of time or the expiration of the family's voucher, DDHA will restore the number of days lost due to its failure to forward portability paperwork in a timely manner.

It is the practice of DDHA that incoming portable families whose vouchers are being administered will not be absorbed as long as there are eligible applicants on the Waiting List and/or DDHA is at or above a 98% lease-up rate. DDHA may absorb portables in addition to those provided for above based upon its determination of the programs best interest and efficient administrative operation.
If DDHA absorb or bill the initial PHA for the incoming voucher, it will administer the program in accordance with its policies within the administrative plan.
For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.
DDHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA Section 8 tenant-based program.
DDHA will issue a "portability voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the voucher size, DDHA will change to the proper size based on its own Subsidy Standards.

13.10 Income and Total Tenant Payment of Incoming Portables

Prior to scheduling the portability family for a briefing, DDHA will conduct an interview to verify the family's information. DDHA will issue a voucher the family to search for housing within it's jurisdiction, provided the initial PHA has verified the family's eligibility for its program, and has submitted all of the HUD required portability information for the family.

As receiving PHA, DDHA will conduct a recertification interview only to verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.
If DDHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher.
If the family's income is such that a $0 subsidy amount is determined prior to lease-up in DDHA's jurisdiction, DDHA will refuse to enter into a contract on behalf of the family at $0 assistance.

-
-

13.11 requests for Approval of Tenancy

A briefing will be mandatory for all incoming portability families.
When the family submits a Request for Tenancy Approval, it will be processed using DDHA's policies.
DDHA will promptly notify the initial PHA if the family does not submit a request for tenancy approval or does not execute lease for an eligible unit by the voucher expiration date. DDHA does not afford families an opportunity for a hearing for expired vouchers.
If the family leases up successfully, DDHA will notify the initial PHA within 10 working days, and the billing process will commence.
If DDHA denies assistance to the family, except for expired voucher, DDHA will notify the initial PHA within 10 days and the family will be offered a review or hearing.
DDHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside DDHA's jurisdiction under continued portability.

13.12 regular Program Functions

DDHA will perform all program functions applicable the tenant-based assistance program, such as:

I. Annual reexaminations of family income and composition;
II. Annual inspection of the unit; and
III. Interim examinations when requested or deemed necessary by DDHA

13.13 terminations

DDHA will notify the initial PHA in writing of any termination of assistance. If an informal hearing is required and requested by the family, the hearing will be conducted by DDHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the initial PHA.
The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies DDHA that the family is in arrears or the family has refused to sign a payment agreement, DDHA will terminate assistance to the family.
At any time, either the initial PHA or the receiving PHA (DDHA), may make a determination to deny or terminate assistance to the portability family, if said family is in violation of 24 CFR 982.552 and 982.553.

13.14 Required Documents

As receiving PHA, DDHA will require the initial PHA to submit the following required HUD information:

A. HUD Form 52665 – Portability information form which contains the family's name, Social Security number, expiration dates of the voucher, initial PHA administrative fee, contact person's name and the PHA's name and address.

B. The most recent HUD Form 50058 (family report)

C. Related verification information

13.15 billing Procedures

As receiving PHA, DDHA will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be also be done monthly unless requested otherwise by the initial PHA.
DDHA will bill 100% of the housing assistance payment, 100% of special claims and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.
DDHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify DDHA of changes in the administrative fee amount to be billed.

Chapter 14

14.0 CONTRACT TERMINATIONS

14.1 INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and Decatur/DeKalb Housing Authority (DDHA). It defines the responsibilities of both parties. The following Chapter describes the situations under which the Contract can be terminated by DDHA and the owner, and those policies and procedures for such terminations.

14.2 CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. This Contract between the owner and DDHA may be terminated by DDHA or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by DDHA to the owner after the month in which the contract is terminated. The owner must reimburse DDHA for any subsidies paid by DDHA for any period after the contract termination date.

If the unit is still occupied after the Section 8 Contract is terminated, with or without the consent of the owner, the family occupying the unit will be held responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from DDHA for vacancy loss under the provisions of Certificate Contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up another unit. The contract for the new unit may begin during the month in which the family moved from the old unit. However, DDHA will not pay on two units at the same time.

14.3 TERMINATION OF THE CONTRACT BY DDHA

The term of the HAP Contract terminates when the lease terminates, when DDHA terminates program assistance for the family, and when the owner has breached the HAP Contract.

Any of the following actions will be considered a breach of contract by the owner:

A. The owner has violated any obligation under the HAP Contract for the dwelling unit, including the owner's obligation to maintain the unit to HQS standards, including any standards DDHA have adopted in this policy.

B. The owner has violated any obligation under any other Housing Assistance Payments Contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

C. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with this or any Federal housing program.

D. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

E. The owner has engaged in drug trafficking.

DDHA may also terminate the contract if:

I. DDHA terminate assistance to the family.

II. The family is required to move from a unit that is under-occupied (Certificate Program) or overcrowded (Certificate and Voucher Programs).

III. Funding is no longer available under the ACC.

The contract will terminate automatically if one hundred eighty **(180)** days have passed since the last housing assistance payment to the owner.

-

-

14.4 Notice of Termination

DDHA will provide the owner and family with at least thirty **(30)** days written notice of termination of the contract.

14.5 TERMINATION BY THE FAMILY/ MOVES

Under the lease agreement the family cannot move from the unit until after the first twelve **(12)** months of the lease. The notice period to the Landlord is determined by the Lease, but may not exceed sixty **(60)** days.

14.6 TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease. The owner may terminate the lease if the owner follows all eviction procedures, using the notice procedures in the HUD regulations and State/local law.

The owner must provide DDHA with a copy of the eviction notice.
During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

The owner must provide the tenant a written notice detailing why the landlord wishes to terminate tenancy, at or before the commencement of the eviction action. This notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The Contract and Lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation(s) of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease.

2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,

3. For other good cause, including:

a) Documented criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.

b) Documented drug-related criminal activity on or near the premises,

c) Documented tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do.

4. Other good cause, after the first twelve **(12)** months of the Lease, includes:

I. Business or economic reason for regaining possession of the unit;

II. Owner's desire to repossess the unit for personal use;

III. Tenant's refusal to accept the offer of a new lease.

The eviction notice <u>must</u> specify the cause for the eviction.

DDHA require that the owner identifies in their notice to evict the section(s) of the Lease that has been violated and cite some or all of the ways in which the tenant has violated the section(s) as documentation for DDHA' termination of assistance.

Under the terms of the HAP Contract, housing assistance payments are made to the owner. If the owner has begun eviction procedures and the family continues to reside in the unit, DDHA will be obligated to continue to make Housing Assistance Payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

DDHA must continue paying housing assistance and utility assistance until such time as the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide DDHA with the documentation, including notice of the lockout date. This documentation must be clearly legible.

If the owner chooses to break the lease for business or economic reasons, the owner must provide the tenant with **sixty (60) days written notice**. A copy of this notice must be forwarded to DDHA.

If the owner does not wish to renew the lease at the end of the lease term, the owner must provide the tenant with sixty (60) days written notice. A copy of this notice must be forwarded to DDHA. The owner is not required to state a reason or cause for not renewing the lease at the end of the lease period.

DDHA will be obligated to continue making Housing Assistance Payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract has not been violated. By endorsing the monthly check from DDHA, the owner certifies that the tenant is still in the unit, the rent is reasonable and the owner is in compliance with the HAP contract.

If an eviction is not due to a serious or repeated violation of the lease, and if DDHA has no other grounds for termination of assistance, DDHA will issue a new Voucher so that the family can move with continued assistance.

14.7 TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six **(6)** months (up to a maximum of three years) if necessary to permit the family additional time for transition to affordable housing. The family will be notified in writing at least sixty **(60)** days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

a) granting another deferral will result in an aggregate deferral period of longer than three years, or

b) a determination has been made that other affordable housing is available.

Chapter 15

15.0 DENIAL OR TERMINATION OF ASSISTANCE

15.1 INTRODUCTION

Decatur/DeKalb Housing Authority (DDHA) may deny or terminate assistance for an applicant family or a Participating Family due to their failure to provide information necessary to determine their eligibility and continued participation in the Section 8 Program. In either case, DDHA will provide each family with a list of Family Obligations, which enumerates their responsibilities as a participant under the Section 8 Program, the basis by which DDHA may deny or terminate their assistance, and the rules governing DDHA Informal Hearing Procedures. This Chapter will discuss DDHA application of the rules governing the denial of an applicant family and the grounds for the termination of assistance of a participating family.

15.2 GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE

The following rules constitute the basis for denial of assistance or termination of assistance.
For persons with a disability whose denial or termination of assistance is based upon their behavior, the Authorities will delay action on the denial or termination until such time as a determination can be made on whether there is an accommodation which could have been met that would negate the behavior resulting from the disability.

15.3 Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:
1. Denial for placement on DDHA waiting list
2. Denying or withdrawing a voucher
3. Refusing to enter into a HAP contract or approve a tenancy
4. Refusing to process or provide assistance under portability procedures
5. Termination of assistance for a participant may include any or all of the following:
6. Refusing to enter into a HAP contract or approve a tenancy
7. Terminating housing assistance payments under an outstanding HAP contract
8. Refusing to process or provide assistance under portability procedures

15.4 Mandatory Denial and Termination

DDHA must deny assistance to applicants, and terminate assistance for participants:

A. If any member of the family fails to sign and submit HUD or DDHA required consent forms for obtaining information.
B. If no member of the family is a U.S. citizen or eligible immigrant.
C. If the family is under contract and 180 days have elapsed since DDHA's last housing assistance payment was made.
D. DDHA must permanently deny assistance to applicants, and terminate the assistance of persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing (Denied for life).
E. DDHA must deny admission for five (5) years if any member of the family has been evicted from federally assisted housing for serious violation of the lease.

15.5 Grounds for Denial or Termination of Assistance

DDHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

1. The family violates any family obligation under the program as listed in 24 CFR 982.551.
2. Any member of the family has been evicted or terminated from any federally assisted housing program in the last five (5) years.
3. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
4. The family currently owes rent or other amounts to DDHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
5. The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
6. The family breaches an agreement with a PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. DDHA at its discretion may offer the family the opportunity to enter into a repayment agreement. DDHA will prescribe the terms of the agreement.
7. The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.
8. The family or any member in the family household or guest has engaged in or threatened abusive or violent behavior toward DDHA personnel.

- "Abusive or violent behavior towards DDHA personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.
- "Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence.
- Actual physical abuse or violence by the family toward DDHA staff will always be cause for termination.

9. Any member of the family whose drug or alcohol abuse interferes with the health, safety or peaceful enjoyment of other residents. Crime by Family Member.
10. If any member of the family commits drug-related criminal activity, or violent criminal activity. Refer to "Eligibility for Admission" chapter, "Other Criteria for Admission" section for further information.

15.6 “ONE-STRIKE" POLICY

A. Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of DDHA to fully endorse and implement a policy designed to:

I. Help create and maintain a safe and drug-free community

II. Keep our program participants free from threats to their personal and family safety

B. Administration

All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability, sex or other legally protected groups.

C. Screening of Applicants

DDHA does not screen applicants for suitability. However, if information is provided to DDHA from a reliable governmental entity and that information on the family is in violation of DDHA admission policy, that information will be verified and used to determine the family program eligibility.

In evaluating evidence of negative past behavior, DDHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

15.7 HUD Definitions

Drug related criminal activity

Is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. Drug related criminal activity means on or near the premises.

Violent criminal activity

Includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

15.8 Standard for Violation

DDHA will deny participation in the program to applicants and terminate assistance to participants in cases where DDHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if 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, including cases where DDHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

"Engaged in or engaging in" violent criminal activity means any act within the past (5) years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which resulted in the arrest and/or conviction of the applicant or participant, household members, or guests.

15.9 Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the Section 8 program for a three (5) year period beginning on the date of such eviction.

* Applicants will be denied assistance if they have been:
arrested, convicted or evicted from a unit assisted under the Housing Act of 1937 for violent criminal activity within the last three (5) years prior to the date of the certification interview.

* Participants will be terminated who have been:
arrested, convicted or evicted from a unit assisted under the Housing Act of 1937 for drug-related or violent criminal activity within the last (5) years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease by engaging in drug-related or violent criminal activity, DDHA will terminate assistance.

In appropriate cases, DDHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, DDHA may consider individual circumstances with the advice of Juvenile Court officials.

DDHA will waive the requirement regarding drug-related criminal activity if:

I. The person demonstrates successful completion of a credible rehabilitation program approved by DDHA, or

II. The circumstances leading to the eviction no longer exist.

15.10 Denial of Assistance for Sex Offenders

DDHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

15.11 Termination of Assistance for Participants

If DDHA determines that any household member is engaging in or has engaged in drug-related criminal activity while participating in the Section 8 program, within the past three (5) years, DDHA will terminate assistance.
If the family violates the lease by engaging in drug-related or violent criminal activity, DDHA will terminate assistance.
DDHA will terminate assistance for a family if DDHA determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, that is a felony under the laws of the place from which the individual flees (or in the State of New Jersey, a high misdemeanor).
DDHA will terminate assistance for a family if DDHA determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law.
In appropriate cases, DDHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, DDHA may consider individual circumstances with the advice of Juvenile Court officials.

15.12 Notice of Termination of Assistance

In any case where DDHA decides to terminate assistance to the family, DDHA must give the family written notice which states:
The reason(s) for the proposed termination,
The effective date of the proposed termination,
The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
The date by which a request for an informal hearing must be received by DDHA.
DDHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

15.13 Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.
Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.
DDHA will pursue fact-finding efforts as needed to obtain credible evidence.
DDHA may terminate assistance for criminal activity by a household member under this section if DDHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

15.14 Confidentiality of Criminal Records

DDHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

15.15 FAMILY OBLIGATIONS

A Participating Family receiving Housing Assistance Payments under the Section 8 Program will be responsible for fulfilling all of their responsibilities under the Certificate or Voucher issued by the Authorities and under the Lease with the Owner. The Participating Family's Responsibilities include, but are not limited to, the following:

1. The Participating Family must supply any information that the Authorities or HUD determines to be necessary in the administration of the Section 8 Program, including the submission of the required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). The request for information includes any requested certification, release or other documentation.

2. The Participating Family must supply all of the information requested by the Authorities, or HUD, which will be used in the Annual or Interim Recertifications of the Participating Family to determine the income and family composition of the Participating Family in accordance with HUD's requirements.

3. The Participating Family must disclose and the Authorities must verify Social Security Numbers (as provided by 24 CFR 5.216) for all members of the Applicant/Participating Family's household. In addition, the Applicant/Participating Family, and the adult members of their household, must sign any Release of Information Form and/or Consent Form needed to obtain information on the Applicant/Participating Family, or an adult member of their household, in accordance with 24 CFR 5.230.

4. All information given by the Applicant/Participating Family, or from an adult member of their household, must be true and accurate. Information received that is not true may result in the termination of the assistance for fraud.

5. The Participating Family is responsible for all HQS deficiencies that are caused by the Participating Family, a member of their household, or guest.

6. The Participating Family agrees to permit the Authorities to inspect the unit at reasonable times and after reasonable notice.

7. The Participating Family is bound by the terms and conditions of the Assisted Lease Agreement. Any serious or repeated violation(s) may result in termination of assistance.

8. The Participating Family is required to notify the Owner and the Authorities at the same time prior to the Participating Family moving out of the unit or terminating the lease on notice to the Owner.

9. The Participating Family must promptly give the Authorities a copy of any owner eviction notice.

10. The Participating Family and their household members are the exclusive occupants of the assisted unit. This must be the principal place of residence for the Participating Family.

11. The Authorities must approve all additions to the household that are not the result of a birth, adoption or court-awarded custody of a child. All such requests must be made to the Authorities in writing. Approval of an addition to the household will be given to the Participating Family in writing. Otherwise, Participating Families who house persons prior to approval will be considered in violation of the Terms and Conditions of the Section 8 Program and subject to termination of their assistance.

12. All changes, that are not the result of an increase in income to the household, are to be reported at the time of Annual Recertification. If the change results in a decrease in the composition of the Participating Family, the Participating Family's assistance will be decreased to the appropriate bedroom size.

13. Foster children and Live-in Aides may be added to the household **only** upon **written approval from the Authorities**. If the Participating Family does not request, or the Authorities deny the request, the Participating Family may not move foster children or a Live-in Aide into the assisted unit. Proper documentation must accompany all such requests.

14. The Participating Family and members of their household may engage in a legal profit making business in the unit so long as the business does not change the configuration of the unit as a residence and is consistent with applicable zoning regulations. Such businesses must be detailed and accurate records kept and submitted to the Authorities for review at all Annual and/or Interim Recertifications. Prior approval to conduct such business must be received from the Authorities.

15. The Participating Family agrees not to sublease, nor give accommodations to boarders or lodgers in the assisted unit.

16. The Participating Family agrees not to assign the lease or transfer the unit to any person not named on the lease and who is not of legal age.

17. It is the Participating Family's responsibility to furnish the Authorities any and all information needed to verify that the Participating Family is living in the unit, or related to the Participating Family's, or member of the household's absence from the unit, along with the reason(s) for the absences upon request and/or Interim or Annual Recertification. Failure on the part of the Participating Family to cooperate may result in a termination of the Participating Family's assistance from the Section 8 Program.

18. The unit leased by the Participating Family must not be owned by the Family, nor should the Participating Family have any interest, financial or otherwise, in the unit.

19. The members of the Participating Family must not commit fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Programs.

20. The Participating Family and household members of the Participating Family may not engage in drug-related criminal activity or violent criminal activity. In addition, the Participating Family is

responsible for the actions of their guests as it relates to the engagement of drug-related criminal activity or violent criminal activity. In all cases, the Participating Family's assistance will be terminated. The Housing Authorities will follow a "One Strike You're Out" policy.

21. A Participating Family, or members of the Participating Family, may not receive Section 8 assistance while receiving another housing subsidy, for the same unit or for a different unit, under any other (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

15.16 AUTHORITIES' DISCRETION

DDHA may, at their discretion, consider all of the circumstances in each case including the seriousness of each case when deciding whether to deny or terminate assistance because of action or failure to act by members of the family. The extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act, represent, but are not exclusive of, the matters that may be taken under consideration in determining whether to deny or terminate the Participating Family's assistance.

In addition, DDHA may require the aggrieved party to vacate the assisted unit and permit the remaining Family members to continue receiving the assistance. Should the aggrieved party fail to vacate, then DDHA must proceed to terminate the assistance for the entire Family. Cases that involve fraud, where monies are involved, may be referred to the Inspector General's Office for prosecution, restitution, or both.

DDHA may offer the Participating Family an opportunity to enter into an Agreement to repay any amount(s) DDHA allege is due as a result of any fraudulent act by the Participating Family or a member of their household. In such cases, DDHA will prescribe the terms of the Repayment Agreement. Any breach of the terms may result in an immediate termination of the Participating Family's assistance, in accordance with these Policies.

15.17 ENFORCEMENT OF THE PARTICIPATING FAMILY'S OBLIGATIONS

A. Explanations and Terms

The term "Promptly" when used with the Family Obligations always means "within five (5) business days from the date of occurrence." Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

B. HQS Breach

The inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the inspector or inspection supervisor.

C. Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

1. Termination of the tenancy by the Owner/Landlord, through court action, for serious or repeated violation of the lease.

2. The Owner/Landlord has notified the Participating Family of the termination of assistance for serious or repeated lease violations, and the Participating Family moves on the basis of said notice prior to the completion of the court action taken by the Owner/Landlord, and the Authority determines that the cause is a serious or repeated violation of the lease based on the evidence that is available.

3. Upon notification by the Owner/Landlord of the Participating Family's termination of assistance for serious or repeated lease violations, and the Participating Family moves from the unit prior to the completion of court action, the assistance will be terminated; and

4. The Authorities have verified through police reports, neighborhood complaints or other third party, information as to the Participating Family's serious or repeated violations of the lease.

D. Notification of Eviction

If the Participating Family requests to move due to a pending eviction due to tenant caused damages or other violations and they have not notified the Authorities of the eviction within three (3) days upon receipt of the Notice of Lease Termination, the move will be denied.

E. Proposed Additions to the Family

DDHA will deny a family's request to add additional family members who are:

1. Persons who have been evicted from public housing.
2. Persons who have previously violated a family obligation listed in 24 CFR 982.51 of the HUD regulations.
3. Persons who have been part of a family whose assistance has been terminated under the Voucher program.
4. Persons who commit drug-related criminal activity or violent criminal activity.

5. Persons who do not meet DDHA's definition of family.
6. Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
7. Persons who currently owe rent or other amounts to DDHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
8. Persons who have engaged in or threatened abusive or violent behavior toward DDHA personnel.

F. Family Member Moves Out

Participating Families are required to notify the Authorities if any family member leaves the assisted household during any Interim and/or Annual Recertification. The Participating Family, upon notification to the Authorities, must furnish the following information:

I. The date the family member moved out.
II. The new address, if known, of the family member.
III. A statement as to whether the family member is temporarily or permanently absent.

G. Limitation on Profit-making Business in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.
If DDHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.
If DDHA determines the business is not legal, it will be considered a program violation.

H. Interest in Unit

The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

I. Fraud

All fraud cases will be determined on a case-by-case basis. In each case, DDHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.
In cases involving false citizenship claims, DDHA will give the Participating Family member the opportunity to elect not to contend their status in lieu of termination of the entire Family's assistance.

15.18 PROCEDURES FOR NON-CITIZENS

A. Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. DDHA must offer the family an opportunity for a hearing
Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

B. False or Incomplete Information

When DDHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made

by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.
If the individual is unable to verify their citizenship, DDHA will give the family member an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.
DDHA will then verify eligible status, deny, terminate, or prorate as applicable.
DDHA will deny or terminate assistance based on the submission of false information or misrepresentation.

C. Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with DDHA either after the INS appeal or in lieu of the INS appeal.
After DDHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, may be considered as credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

A copy of the termination by the Authorities will be simultaneously provided to the Owner/Landlord so that it will coincide with the Termination of Assistance. The Notice to the Owner/Landlord will not include any details regarding the reason for the termination of assistance.

15.19 ZERO ($0) DOLLAR ASSISTANCE TENANCIES

A. HAP Contracts Prior to 10/2/95 (Old Contracts)

For contracts **effective prior to October 2, 1995**, DDHA are liable for unpaid rent and damages if the Family vacates during the allowable 12 months after the last HAP payment. DDHA must perform all of the functions normally required, such as Interim and Annual Recertifications and Annual Inspections. The Family will be notified of the right to remain on the Section 8 Program at $0 assistance for 12 months. If the Family is still in the unit after 12 months, the assistance will be terminated.

In order for a family to move to another unit during the 12-month period, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

B. HAP Contracts on or After 10/2/95 (New Contracts)

For contracts effective after October 2, 1995, DDHA have no liability for unpaid rent or damages, and the Family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the

Family is still in the unit after 180 days, the assistance will be terminated. If within the 180-day time frame an Owner/Landlord's rent increase or a decrease in the Total Tenant Payment causes the Family to be eligible for a Housing Assistance Payment, DDHA will resume assistance payments for the Family.

In order for a Family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a Housing Assistance Payment.

15.20 OPTION NOT TO TERMINATE FOR MISREPRESENTATION

Misrepresentation on the part of the Family that results in an overpayment of assistance by the Authorities may cause DDHA to either terminate their assistance or not terminate their assistance provided the Family agrees to enter into a Repayment Agreement, whose terms are specified by DDHA, to reimburse DDHA, in full, for any overpayments made upon their behalf. Repeated misrepresentation will result in the termination of the Family's assistance. The decision to terminate or not terminate is solely DDHAs'.

15.21 MISREPRESENTATION IN COLLUSION WITH OWNER

The willful and knowledgeable commission of fraud by the Family with the Owner/Landlord, or the involvement in any other illegal scheme by the Family with the Owner/Landlord will result in the termination and/or denial of assistance by DDHA.

In making this determination, DDHA will carefully consider the possibility of overt or implied intimidation of the Family by the Owner/Landlord and the Family's understanding of the events.

15.22 MISSED APPOINTMENTS AND DEADLINES

The Family is required to provide documentation and certification of any and all information requested by DDHA to make a determination as to the Family's continued assistance under the Section 8 Program. To accomplish this task, DDHA's staff will schedule appointments and set deadlines for the Family to obtain this information. Inclusive in the Family's Obligations, is the requirement that the Family will allow DDHA's Inspectors to inspect their unit, upon notification, to ensure that the unit complies with Housing Quality Standards.

Failure on the part of an Applicant Family or a Participating Family to keep a scheduled appointment, or to supply the information required by the deadline specified in the notification without notifying DDHA, will result in the forwarding of a Notice of Denial or Termination of Assistance based on this

failure to comply. The same procedure will be followed for failure to allow DDHA's Inspectors to inspect the unit.

Missed appointments without prior notice and approval by DDHA for families already receiving assistance from the program, will not be rescheduled. Missed appointments for applicant families, including incoming portables, will not be automatically rescheduled for a second appointment. Families who missed their first appointment and failed to make prior arrangements will be withdrawn from the wait list and application will be dead filed. For a participating family if the appointment is missed on the second notification, the family will be terminated from the program. If applicant family, the application for assistance will be withdrawn and dead filed.

Failure of a Participating Family to keep their scheduled appointment will result in a Termination of Assistance letter being sent to the Participating Family. The family may request an Informal Hearing in writing which must be received by DDHA within ten (10) business days from the date on the Termination letter.

The following is a list of appointments that will be scheduled, and where time requirements will be imposed

1. Eligibility for Admissions
2. Verification Procedures
3. Voucher Issuance and Briefings
4. Housing Quality Standards and Inspections

6. Recertifications

7. Appeals

The following are acceptable reasons for missing appointments or failing to provide information by the specified deadlines:

1. Medical Emergency
2. Incarceration (only if the incarceration is non-drug or violent crime related)
3. Family Emergency

In these cases, the family should notify DDHA immediately when the emergency has been resolved. In addition, proof that said emergency occurred would be required as documentation. Failure to provide documentation will result in the denial and/or termination of assistance.

15.24 MISSED APPOINTMENTS DUE TO CHANGE IN ADDRESS/MAIL

It is the family's responsibility to ensure that there is no obstacle to the family's receipt of any written correspondence from the Housing Authorities.

Failure of the family to respond to any mailed correspondence from the DDHA due to a problem associated with the family's home mail box, rented mail box or other mailing address supplied to DDHA for the purpose of receiving written correspondence will not be an acceptable reason for missing schedule appointments or failing to provide information by the specified deadlines, unless the family has:

I. Notified DDHA of this fact by mail before DDHA forwarded additional correspondence to the address in question. Proof of notification will be the responsibility of the family.

II. The family can provide written proof from the U.S. Postal Service (in particular the Post Office that services the family's zip code) that there is a problem with the family's home, rented, or other mailing address supplied to DDHA before or within 5 business days after DDHA forwarding of a Notice of Denial or Termination of Assistance based on this failure to respond.

15.24 FAMILY EMERGENCY

In these cases, the applicant/participating family should notify DDHA immediately when the emergency has been resolved. In addition, proof that said emergency occurred would be required as documentation. Failure to provide documentation will result in the denial and/or termination of assistance.

15.25 PROCEDURES FOR MISSED APPOINTMENTS OR MISSING INFORMATION

The Applicant/Participating Family will be given one opportunity prior to the issuance of a Notice of Termination or Denial for breaching their obligation under this Plan.

If the Applicant/Participating Family offers to correct the breach within the time frame prescribed by DDHA to request an Informal Review/Hearing, one of the following will occur:

A. The termination will be rescinded after the family cures the breach.

B. The notice will not be rescinded even if the family offers to cure the breach.

C. The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Chapter 16

16.0 OWNER DISAPPROVAL AND RESTRICTION

16.1 INTRODUCTION

It is the goal of DDHA to recruit owners to participate in the program and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing

throughout the jurisdiction of DDHA. HUD regulations define when DDHA must disallow an owner participation in the program, and they provide DDHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

16.2 DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

DDHA will disapprove the owner for the following reasons:

1. HUD or other agency directly related has informed DDHA that the owner has been disbarred, suspended, or subject to limited denial of participation.

2. The Federal Government has instituted an Administrative or Judicial action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements, and such action is pending.

3. HUD has informed DDHA a court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal Equal Opportunity requirement.

4. Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. DDHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

5. In cases where the owner and tenant bear the same last name, DDHA may, at it's discretion, require the family and or the owner to certify whether they are related to each other in any way.

6. The owner has violated obligations under a Housing Assistance Payment Contract under Section 8 of the 1937 Act.

7. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program

8. The owner has engaged in drug-related criminal activity or any violent criminal activity.

9. The owner has a history or practice of non-compliance with the HQS for units leased under the Tenant-Based programs, or with applicable housing standards for units leased with Project-Based Section 8 assistance or leased under any other Federal housing program.

10. The owner has a history or practice of renting units that fail to meet State or local housing codes.

11. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
- Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing.
- Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- Is drug-related criminal activity or violent criminal activity;

12. The owner has not paid State or local real estate taxes, fines or assessments.
13. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

16.3 OWNER RESTRICTIONS AND PENALTIES

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, DDHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. DDHA may also terminate some or all contracts with the owner.
Before imposing any penalty against an owner DDHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.
See Program Integrity Addendum for guidance as to how owner fraud will be handled.

16.4 CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract and lease.
DDHA may approve the assignment of the HAP contract at the old owner's request. DDHA may approve the assignment, since they are a party to the contract. DDHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.
DDHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.
DDHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.
If the new owner does not want an assignment of the contract, DDHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

16.5 REMEDIES FOR OWNER OVERPAYMENTS

If DDHA determine that a landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, DDHA may terminate the Contract and arrange for restitution to DDHA and/or family as appropriate.

DDHA will recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay DDHA or the tenant, as applicable.

See Chapter 18, Section 18.7 “Owner Debts to DDHA” for additional remedies for owner overpayments.

Chapter 17
17.0 CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS
(For HAP Contracts Effective Before October 2, 1995)

17.1 INTRODUCTION

This chapter describes the Decatur/DeKalb Housing Authority's (DDHA) policies, procedures and standards for servicing HAP contracts, which were effective before October 2, 1995. Pre-merger certificate and voucher contracts in this category have provisions for DDHA's liability to owners when families move out. Vouchers and pre-merger certificates have a provision for damages, and pre-merger certificates, in addition, have a provision for vacancy loss.

17.2 OWNER CLAIMS

Under HAP contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the voucher program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. DDHA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, DDHA will ascertain whether or not the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

DDHA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse DDHA for claims paid to the owner.

17.3 UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP contract.

Separate agreements are not considered a tenant obligation under the lease and the PHA will not reimburse the owner for any claims under these agreements.

17.4 DAMAGES

The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable

All claims for damages must be supported by the actual bills or estimates for materials and labor and any copies of cancelled checks and/or other receipts documenting payment.

Invoices or bills from individuals providing labor must include their name, address and telephone number.

17.5 VACANCY LOSS IN THE PRE-MERGER CERTIFICATE PROGRAM

Vacancy loss is applicable to the pre-merger certificate program only. Vacancy loss is paid if the move was in violation of the notice requirements in the lease, or the result of an eviction.
In order to claim vacancy loss, the unit must be available for lease and the landlord must:
Notify DDHA within (48) hours or 2 business days upon learning of the vacancy, or prospective vacancy, and
Pursue all possible activities to fill the vacancy, including, but not limited to:

1. Contacting applicants on the owner's waiting list, if any;
2. Seeking eligible applicants by listing the unit with DDHA,
3. Advertising the availability of the unit, and
4. Not rejecting potentially eligible applicants except for good cause.

In the event that a unit becomes vacant because of the death of the tenant, DDHA will permit the owner to keep the HAP for the month in which the tenant died.
If the tenant moves after the date given on their notice of intent to vacate, the landlord may claim vacancy loss by providing acceptable documentation that there was a bona fide prospective tenant to whom the unit could have been rented.
DDHA will not assess the tenant/family for any monies paid to the owner for vacancy loss if DDHA was responsible for the late move-out.
To ensure valid claim processing, DDHA will conduct a thorough move-in inspection noting "conditions" as well as HQS deficiencies, take pictures of questionable items, and send a report of all items to the owner and tenant.
DDHA require the owner to be present during the move-out inspection and only those damages actually claimed by the owner may be considered for reimbursement.
A filed damage claim must be supported by copies of the actual bills for materials and labor, a copy of the canceled checks and other receipts documenting payment. Estimates for materials and labor are acceptable.
Invoices or bills from individuals providing labor must include their name, address and telephone number.

Persons making repairs or replacements must be licensed to do business in DDHA's jurisdiction.
Reasonableness of costs will be based on type of work being done. Reimbursement for replacement of items such as carpets, drapes, or appliances, are based on depreciation schedules in general use by DDHA.
DDHA may require verification of purchase date, quality, and price of replaced items in order to calculate depreciation.
Damages, which were caused during tenancy, were repaired and billed, but remain unpaid at move-out, can be considered "other items due under the lease" and included in the claim.
Eligible items to be included on the damage claim must have been a tenant responsibility under the lease or State law.
Claims for unpaid utility bills cannot be approved as part of a claim.
Claims for normal wear and tear, previously existing conditions, routine turnover preparation, cleaning and cyclical interior painting are not paid.

DDHA will inspect the unit to verify that repairs were made.

17.6 MOVE-OUT AND CLOSE-OUT INSPECTIONS

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed to assess the condition of the unit, not to evaluate the HQS. Vacate inspections will be conducted by DDHA's HQS Inspection Department.
There will be no move-out inspections of units with contracts effective on or after October 2, 1995.
DDHA's initial inspection of the unit will include a "conditions" report, which will be compared to the conditions found during the move-out inspection.
The owner must notify DDHA of the move-out and request an inspection within (48) hours of learning of the move-out in order to submit a claim for damages.
If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.
The owner and tenant will be notified of the date and time of the inspection. If the owner is not present, the move-out inspection will not be rescheduled.
DDHA will not conduct a move-out inspection on tenant's request if the owner does not also request an inspection.
A damage claim will not be approved unless the move-out inspection is requested and completed prior to any work being done.

17.7 PROCESSING CLAIMS

Any amount owed by the tenant to the owner for unpaid rent or damages will first be deducted from the maximum security deposit, which the owner could have collected under the program rules. If the maximum allowable security deposit is insufficient to reimburse the owner for the unpaid tenant rent or other amounts, which the family owes under the lease, the owner may request reimbursement from DDHA up to the limits for each program.
If the owner claims vacancy loss, the security deposit that s/he collected or could have collected will be deducted from the vacancy loss claim.
DDHA reviews claims for unpaid rent, damages, or vacancy loss and makes a preliminary determination of amount payable. The family is informed that a claim is pending (notice sent to last known address). The notification will state the preliminarily determined amount, the type of claim, and describe the procedure for contesting the claim.
DDHA will offer the family ten (10) business days to contest the claim in written form. If the family disputes the claim, DDHA will schedule an informal damage claim review meeting with the owner and tenant in order to resolve the differences.
If both the owner and tenant fail to attend the meeting, DDHA will not schedule another meeting unless there is good cause or extenuating circumstances.
If the owner fails to attend the meeting, DDHA will consider the tenant's claim to be valid and no claim will be processed.
If the tenant fails to attend the meeting, DDHA will proceed with its original determination.
If the family demonstrates that the claim, or parts of it, is invalid, DDHA will adjust the amount.
DDHA may offer the tenant an opportunity for an Informal Hearing regarding the claim if disputes cannot be resolved.

After a determination has been made, DDHA will notify the family in writing of the decision. If it has been determined that the family owes money, DDHA will pursue collection to repay either in a lump sum or through a payment agreement. The notice will warn the family that their assistance may be terminated and they may be denied future participation in the program if they do not reimburse DDHA as required.

17.8 Other Requirements for Claims Processing

DDHA will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claim.
Costs of filing eviction to remove the tenant or any other legal fees will not be reimbursed.
No claims will be paid for a unit, which is vacant as the result of the landlord voluntarily moving a family to another unit owned by the same landlord.
All unpaid rent, damage, and vacancy loss claim forms must be fully complete when they are submitted, and they must be submitted within 30 days of the date the owner learned of the move-out.

Chapter 18

18.0 OWNER OR FAMILY DEBTS TO DDHA

18.1 INTRODUCTION

The Decatur/DeKalb Housing Authority's (DDHA) policies for the recovery of monies that have been overpaid either to families or to owners are outlined in this chapter. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the policy of DDHA to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts.

Before a debt is assessed against a family or owner, the file must contain documentation to support DDHA' claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When monies are owed to DDHA by families or owners, DDHA will make every effort to collect it. DDHA will use a variety of collection tools to recover debts including, but not limited to:

1. Requests for lump sum payments
2. Civil suits
3. Payment Agreements
4. Abatements
5. Reductions
6. Collection agencies
7. Credit bureaus

18.2 PAYMENT AGREEMENT FOR FAMILIES

A Payment Agreement as used in DDHA Administrative Plan is a document entered into between the Housing Authority of the City of Decatur or County of DeKalb, Georgia and a person who owes a debt to either of DDHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of repayment, any special provisions of the agreement, and the remedies available to DDHA upon default of the agreement.

- DDHA will evaluate each case separately to determine the monthly payment.

18.3 Late Payments

A payment will be considered to be in arrears if:

I. The payment has not been received by the close of the business day on the second Friday of each month.

II. The payment has not been received for a period of sixty (60) consecutive days past the due date without written notification from the family acceptable to DDHA.

If the family's Payment Agreement is in arrears, DDHA will:

1. Require the family to pay the balance in full
2. Pursue civil collection of the balance due
3. Terminate the housing assistance
4. Grant an extension based on each case or circumstance
5. Deny any future housing assistance and notify any agencies who inquire that there is an unpaid balance due.

If the family requests a move to another unit and has a Payment Agreement in place for the payment of an owner claim, and the Payment Agreement is not in arrears:

The family will be permitted to move, if DDHA determine that the family has made a good faith effort to repay current amounts owed DDHA

If the family requests a move to another unit and is in arrears on a Payment Agreement for the payment of an owner claim:

I. The family will be required to pay the balance in full, or be terminated from the program.

II. If the family repays the past due amount, they will be permitted to move.

18.4 PAYMENT SCHEDULE FOR MONIES OWED TO DDHA

DDHA will demand payment of between 15% and 25% of total amount owed upon agreement to repay monies owed. DDHA will normally require payment of all money owed within twelve **(12)** to eighteen **(18)** months of date of signed agreement, but will extend time beyond the normal twelve **(12)** to eighteen **(18)** months if family has proven, to the satisfaction of DDHA, that it does not have income to support the repayment within the specified time frame.

I. DDHA will not accept a Payment Agreement under the following circumstances:

II. If the family already has a Payment Agreement in place.

III. If DDHA determine that the family committed program fraud.

18.5 GUIDELINE FOR PAYMENT AGREEMENTS

I. Payment Agreements will be executed between DDHA, the Head of Household and Spouse only.

II. Monthly payments may be decreased by DDHA in cases of hardship with a written equest from the family and verification of the hardship.

III. A family may move with a Payment Agreement in place if:

a) Family size exceeds the HQS maximum occupancy standards

b) The HAP contract is terminated due to owner non-compliance or opt-out

c) A natural disaster

d) Unit is condemned by local, State or Federal Agencies.

If the family has a Payment Agreement in place and incurs an additional debt to DDHA:

1. Additional amounts owed by the family will be added to the existing Payment Agreement

2. If a Payment Agreement is in arrears more than sixty (60) days, new debt must be paid in full.

18.6 DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

"Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements".

A. Family Error/Late Reporting

Families who owe money to DDHA due to the family's failure to report increases in income will be required to repay amounts owed in full, or make repayments within twelve to eighteen months.

B. Program Fraud

Families who owe money to DDHA due to program fraud will be required to repay the amount in full within twelve to eighteen months. If the full amount is paid within this time period, and the family is still eligible, DDHA will continue assistance to the family.

If a family owes an amount that DDHA determines to be excessive as a result of program fraud the case will be referred to the U.S. Inspector General.

C. Payment Procedures for Program Fraud

Families who commit program fraud will be subject to the following procedures:

1. The duration of the agreement will not exceed eighteen months.

2. The family will be required to pre-pay 25% of the amount owed prior to or upon execution of the Payment Agreement.

18.7 OWNER DEBTS TO DDHA

If DDHA have found that the owner has retained Housing Assistance or Claim Payments which the owner was not entitled to, DDHA will reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are determined to be insufficient to reclaim the amounts owed, DDHA will:

1. Require the owner to pay the amount in full within (30) days
2. Pursue collections through the local court system

3. Report debt to Credit Bureaus
4. Restrict the owner from future participation

18.8 REMOVING DEBTS

Debts will be removed if:

1. The debtor is deceased.

2. The debtor is confined to an institution indefinitely.

Chapter 19

19.0 COMPLAINTS AND APPEALS

19.1 INTRODUCTION

An Informal Hearing will be afforded to families who disagree with an action, decision, or inaction of Decatur/DeKalb Housing Authority (DDHA). This Chapter describes the policies, procedures and standards that will be used when families disagree with (DDHA) decision.

The procedures and requirements are explained for Preference Denials, if applicable at the time of denial; Informal Reviews and Hearings. It is the Policy of DDHA to ensure that all families have the benefit of all protections due to them under the law.

19.2 COMPLAINTS TO THE HOUSING AUTHORITY

DDHA will respond promptly to complaints from families, Owners/Landlords, Employees, and members of the General Public. All complaints will be documented and responded to in writing within ten **(10)** working days. DDHA **may** require that complaints, other than HQS violations, be put in writing.

DDHA hearing procedures will be provided to families in the briefing packet.

19.3 Types of Complaints and Referring Staff

DDHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. DDHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone. DDHA hearing procedures will be provided to families in the briefing packet.

-

19.4 Categories of Complaints

A. <u>Complaints from families</u>

Complaints received from Participating Families due to a disagreement with an action or inaction of DDHA or Owner/Landlord will be referred to the HAP Coordinator first. If the Participating Family is dissatisfied with the response from the HAP Coordinator, then he/she must request, in writing, an Informal Hearing.

Upon the timely receipt of such request, DDHA assigned staff will contact the Participating Family notifying them of the date, time and place of the Informal Conference and of their right to request information from DDHA' file, at a cost, in order to adequately prepare for their defense on the allegations.

B. <u>Complaints from owners</u>

Complaints received from Owners/Landlords due to a disagreement with an action or inaction of DDHA or a Participating Family will be referred to the HAP Coordinator to be resolved. If the complaint is in reference to a Lease or non-receipt of payment, the complaint will be referred to the appropriate HAP Advisor assigned to cover these duties. If the complaint is regarding HQS or other related inspection items, the complaint will be referred to the Chief Inspector.

C. <u>Complaints from staff</u>

Complaints received from Staff regarding Program violations or non-compliance with Program Rules and Regulations will be referred to the HAP Coordinator. If the Program violation or non-compliance with Program Rules and Regulations requires legal action, then the complaint is referred to the Staff assigned to coordinate legal matters for the Division.

D. <u>Complaints from the general public</u>

Complaints received from the General Public regarding DDHA' general administration of the Section 8 Program are to be referred to the Housing Assistance Director. Complaints received from the General Public regarding a Participating Family, an Owner/Landlord or Authority staff are to be referred to the HAP Coordinator and/or the appropriate department supervisor.

In all of the above situations, if further questions still remain, or if no response is provided concerning a complaint, those complaints should be referred to the Housing Assistance Director, first, then the Deputy Executive Director. The Executive Director is to be the last and final authority governing any situation that may arise.

19.5 INFORMAL REVIEW PROCEDURES FOR APPLICANTS

An Informal Review will be provided to applicant families who are denied assistance before the effective date of the HAP Contract. The exception is when an applicant family is denied assistance due to their citizenship or eligible immigrant status. At that time, the applicant family is entitled to an Informal Hearing.

When DDHA determine that an applicant family is ineligible for the Section 8 Program, the applicant family must be notified of their ineligibility in writing. The Notice must contain the following:

1. The reason(s) why they are ineligible;

2. The procedure for requesting an Informal Review, if the applicant family does not agree with the decision; and

3. The time limit for requesting an Informal Review.

When denying admission for criminal activity by a household member, DDHA will include in the notice a statement that the applicant may request a copy of the criminal record upon which the decision to deny was based.

DDHA must provide an applicant family with the opportunity for an Informal Review if their decisions for the denial are based on the following:

1. Listing on DDHA' Waiting List
2. Issuance of a Voucher

3. Participation in the Section 8 Program

4. Assistance under portability procedures

Informal Reviews are **not** required and are not provided for established Policies and Procedures and DDHA determinations such as:

1. Discretionary administrative determinations by DDHA.

2. General policy issues or class grievances

3. A determination of the family unit size under DDHA' Subsidy Standards.

4. Refusal to extend or suspend a Voucher.

5. A DDHA determination not to grant approval of the tenancy or Disapproval of the Lease.

6. Determination that a unit is not in compliance with HQS.

7. Determination that a unit is not in accordance with HQS due to the Applicant Family's size or composition

19.6 PROCEDURES TO FOLLOW IN CONDUCTING AN INFORMAL REVIEW

A written request for an Informal Review must be received by DDHA no later than ten (10) business days from the date DDHA notifies the Applicant Family of their denial of assistance. Failure by the applicant to respond to the written notice within the ten (10) days period will make DDHA decision final. The Informal Review will be scheduled within a reasonable period of time, but not to exceed fifteen (15) business days from the date the request is received.

I. The person who made or approved the decision under review, nor a subordinate of such person may not conduct the Informal Review.

II. An individual designated by DDHA to be the Hearing Officer will conduct the Review.

III. The Applicant Family will be given the opportunity to present any oral or written objections to the decision. At the Informal Review, both DDHA and the Applicant Family may present evidence and/or witnesses to prove their case. The Applicant Family may use an Attorney, or other representative, to assist them at their own expense.

For those Persons with Disabilities, appropriate accommodations will be made by DDHA, provided that such request is made at the time that the request for an Informal Review is made.

A Notice of the Review decision will be provided **in writing** to the applicant family within ten business (10) days after the date the Informal Review was concluded unless the applicant family and DDHA agree to an extension. It shall include the decision of the Review Officer, and an explanation of the reasons for the decision.

All requests for an Informal Review, supporting documentation, and a copy of the final decision will be retained in the applicant family's file.

19.7 INFORMAL HEARING PROCEDURES

DDHA will provide an Informal Hearing to participating families. A copy of the Informal Hearing Procedures is provided to each participating family in the Family Briefing Packet.

Each participating family will be notified in writing of DDHA' decision regarding their eligibility, the amount of their assistance, and the bedroom size assigned. Such Notice will include the following:

A. The proposed action or decision of DDHA;
B. The date the proposed action or decision will take place;
C. The Participating Family's right to an explanation of the basis for the Housing Authority's decision;
D. The procedures for requesting an Informal Hearing if the Participating Family disputes the action or decision;
E. The time limit for requesting the hearing.

The following list constitutes the basis by which DDHA must provide Participating Families with the opportunity for an Informal Hearing:

1. Determination of the Participating Family's Annual or Adjusted Income and the computation of the Housing Assistance Payment or the Total Tenant Payment.

2. Appropriate utility allowance used from the approved schedule.

3. Family unit size determination under DDHA' Subsidy Standards.

4. Determination that the Program Participating Family is under housed in their current unit and a request for an exception is denied.

5. Determination to terminate assistance.

6. Determination to terminate a Participating Family's FSS Contract, withhold supportive services, or propose forfeiture of the Participating Family's escrow account.

7. Determination to pay an owner's claim for damages, unpaid rent or vacancy loss on those contracts that were under lease **prior to October 2, 1995.**

DDHA must **always** provide the Participating Family the opportunity to request an Informal Hearing before termination of assistance.

Informal Hearings are not required for established Policies and Procedures and Authorities determinations such as:

1. Discretionary administrative determinations by DDHA.

2. General policy issues or class grievances.

3. Establishment of DDHA' Schedule of Utility Allowances for Participating Families on the Program.

4. DDHA's determination not to approve an extension or suspension of a Voucher term.

5. DDHA's determination not to approve a unit or lease.

6. DDHA's determination that an assisted unit is not in compliance with HQS that is not due to a breach by the Participating Family. In those cases, an Informal Hearing must be given.

7. DDHA's determination that the unit is not in accordance with HQS because of the Participating Family's size.

8. DDHA's determination to exercise or not exercise any right or remedy against the owner under a HAP contract

19.8 NOTIFICATION OF HEARING

DDHA are committed to resolving disputes at the lowest level possible. However, in cases where this is not possible, every effort will be made to ensure that the Participating Family is afforded all of the protections and right under the laws and regulations governing the Section 8 Program.

Upon receipt of a written request by DDHA for an Informal Hearing, said hearing shall be scheduled within a reasonable period of time, but not to exceed fifteen (15) business days. The Notification of an Informal Hearing will contain the following:

1. The date and time of the Informal Hearing;

2. The location where the Informal Hearing will be held;

3. The Participating Family's right to bring evidence, witnesses, legal or other Representation at the Participating Family's expense;

4. The right to view any documents or evidence in the possession of DDHA upon which DDHA based the proposed action and, at the Participating family's expense, to obtain a copy of such documents prior to the Informal Hearing. Requests for such documents or evidence must be received no later than 5 days before the hearing date.

5. If necessary, a request for the appropriate accommodations for Persons With Disabilities.

19.9 THE HOUSING AUTHORITIES' HEARING PROCEDURES

If the Participant fails to request an Informal Hearing within the ten (10) day period, then the decision of DDHA will be final. Housing assistance will not be terminated on behalf of a Participant who has requested an Informal Hearing until a decision has been made, if Participant is entitled to an Informal Hearing.

If a Participating Family does not appear at the scheduled Informal Hearing, and has not rescheduled the Informal Hearing in advance, the Participating Family must contact DDHA within 48 hours, excluding weekends and holidays for another Hearing date. DDHA will reschedule the Informal Hearing only if the Participating Family can show good cause, in writing, for their failure to appear. The showing of good cause is left to the discretion of the Hearing Officer.

The Participating Families have the right to:

A. Present written or oral objections to DDHA's determination;

B. Examine the documents in their file, which forms the basis for DDHA's action, and all documents submitted to the Hearing Officer;

C. Copy any relevant documents at their expense;

D. Present any information or witnesses pertinent to the issue of the Informal Hearing;
E. Request that Authorities Staff be available or present at the Informal Hearing to answer questions pertinent to the case; and

F. Be represented by legal counsel, advocate, or other designated representative at his or her own expense.

Request for copies of documents will be made available to the Participating Family at a cost of $.25 per copy. In no case will the Participating Family be allowed to remove the file from DDHA's Office.

In addition to other rights contained in this Chapter, DDHA have the right to:

A. Present evidence and any information pertinent to the issue of the Informal Hearing;

B. Be notified of the Participating Family's intent to be represented by legal counsel, advocate, or another party;

C. Examine and copy any documents to be used by the Participating Family prior to the Informal Hearing;

D. Have its Attorney present; and

E. Have Staff Persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by DDHA who is neither the person who made or approved the decision, nor a subordinate of that person.

The Informal Hearing shall be limited only to the issues for which the Participating Family has received the opportunity for the Hearing. Evidence presented at the Informal Hearing may be considered without regard to their admissibility under the Rules of Evidence applicable to judicial proceedings.

No documents may be presented which have not been available to the other party before the Informal Hearing if requested by the other party. "Documents" includes records and regulations.

If the Participating Family wishes the Informal Hearing to be recorded, such request must be made at the time that the Request for an Informal Hearing is submitted. If such request is made in the manner prescribed above, the cost for such recording will be at the Participating Family's expense and must be paid prior to the beginning of the Informal Hearing.

The Hearing Officer may ask the Participating Family for additional information and/or might adjourn the Informal Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment, the action of DDHA shall take effect and another hearing will not be granted. If the family misses a deadline ordered by the Hearing Officer, then the Hearing Officer will make a decision without the requested documentation/information.

The Hearing Officer will determine whether the action, inaction or decision of DDHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A Notice of the Hearing Decision will be provided in writing to DDHA and the Participating Family within ten (10) working/business days and shall include:

1. A clear summary of the decision and reasons for the decision;

2. If the decision involves money owed
3. The date the decision goes into effect.
4. The decision of the Hearing Officer is final. However, DDHA can determine that it is not bound by the Hearing Officer's decision.

5. Concerns matters in which DDHA is not required to provide an opportunity for an Informal Hearing;

6. Conflicts with or contradicts HUD's regulations or requirements;

7. Conflicts with or contradict Federal, State or local laws; or

8. Exceeds the authority of the person conducting the Informal Hearing.

DDHA shall notify the Participating Family, in writing, if it determines that DDHA are not bound by the Hearing Officer's determination within ten (10) working days from receipt of the Hearing Officer's decision. The letter shall include DDHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the Participating Family's file.

19.10 HEARING AND APPEAL PROVISIONS FOR ASSISTANCE TO NON-CITIZENS

Assistance to the Participating Family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.
Assistance to a Participating Family may not be terminated or denied while DDHA's hearing is pending, but assistance to an Applicant Family may be delayed pending DDHA's Hearing.

19.11 INS Determination of Ineligibility

If an Applicant/Participating Family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, DDHA will notify the Applicant/Participating Family within ten (10) days of their right to appeal to the INS within thirty (30) days or to request an Informal Hearing with DDHA either in lieu of, or subsequent to the INS appeal.

If the Applicant/Participating Family appeals to the INS, they must give DDHA a copy of the appeal and proof of mailing or DDHA may proceed to deny or terminate their assistance. The time period to request an appeal may be extended by DDHA for good cause.

The request for an DDHA's Informal Hearing must be made within ten (10) working days of receipt of the Notice offering the Informal Hearing or, if an appeal was made to the INS, within ten (10) working days of receipt of that Notice.

After receipt of a request for an Informal Hearing, the Hearing is conducted as described in Section D of this Chapter for both Applicants and Participants. If the Hearing Officer decides that the individual is not eligible, and there are no other eligible family members, DDHA will do one of the following:

1. Deny the Applicant Family;
2. Defer termination if the family is a Participating Family and qualifies for deferral; or
3. Terminate the Participating Family if they do not qualify for deferral

If there are eligible members in the Participating Family, DDHA will offer to prorate the assistance or give the Participating Family the option to remove the ineligible members.

All other complaints related to eligible Citizen/Immigrant status:

1. If any Participating Family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all Participating Family members fail to provide documentation or certification as required by the regulation, the entire Participating Family will be denied assistance or terminated for failure to provide.

2. Participating Families whose termination is carried out after temporary deferral **may not** request an Informal Hearing since they had an opportunity for an Informal Hearing prior to the termination.

3. Participating Families whose assistance is pro-rated (either based on their statement that some Family members are ineligible or due to a failure to verify eligible immigration status for some Family members after exercising their appeal and hearing rights described above) are entitled to an Informal Hearing based on the right to a Hearing regarding determinations of Tenant Rent and Total Tenant Payment.

4. Participating Families denied or terminated for fraud in connection with the Non-Citizens Rule are entitled to an Informal Review or Informal Hearing in the same way as terminations for any other type of fraud.

19.12 MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or DDHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Chapter 20

20.0 SPECIAL HOUSING TYPES

20.1 INTRODUCTION

Decatur/DeKalb Housing Authority (DDHA) will permit the use of any special housing types in its program and/or;
(DDHA) will permit the use of any special housing types in its program if the applicant/participate can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as accommodation. DDHA will not set aside any program funding for special housing types, or for a special housing type. A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

20.2 VERIFICATION OF NEED FOR REASONABLE ACCOMMODATION

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to DDHA describing how the special housing type requested provides the accommodation that the person is requesting. The request and documentation will be reviewed by the HAP Coordinator and a written response stating approval or disapproval will be sent to the applicant/participant within 30 days of receipt of the request.
A copy of DDHA's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

20.3 SINGLE ROOM OCCUPANCY

DDHA and the general local government approve providing assistance for SRO housing under the program. DDHA and the general local government will certify to HUD that the property meets applicable local health and safety standards for SRO housing before approving any SRO unit. The Housing Authority will use a separate lease and housing assistance payment contract for each assisted person residing in a SRO □24 CFR 982.603□. SRO Rent and Housing Assistance Payment □24 CFR 982.604□.

A. <u>Voucher Program</u>

DDHA SRO payment standard is 75 percent of the zero bedroom payment standard schedule. For a person residing in an exception area the payment standard is 75 percent of the HUD-approved zero bedroom exception payment standard amount. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the housing assistance payment.

B. <u>Utility Allowance</u>

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

C. Housing Quality Standards

DDHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

20.4 CONGREGATE HOUSING

An elderly person or a person with disabilities may reside in a congregate housing unit.
DDHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.
DDHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

A. Congregate Housing Lease and HAP Contract

For congregate housing there will be a separate lease and HAP contract for each assisted family.
Unless there is a live-in aide, the payment standard for a family that resides in a congregate housing unit is the zero-bedroom payment standard on DDHA payment standard schedule.
However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the payment standard for a family that resides in a congregate housing unit is the one bedroom payment standard amount.
If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

B. Housing Quality Standards

DDHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

20.5 GROUP HOMES

A group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department.
An elderly person or a person with disabilities may reside in a State-approved group home. If approved by DDHA, a live-in aide may reside with a person with disabilities.
DDHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.
DDHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.
No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

A. Group Home Lease and HAP Contract

There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term "pro-rata portion" means that which is derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in Aide.

B. Group Home Rent and HAP Contract

The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent DDHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

C. Maximum Subsidy

Unless there is a live-in aide, the family unit size is zero/one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.
The payment standard for a person who resides in a group home is the lower of the payment standard for the family unit size; or the pro-rata portion of the payment standard amount on DDHA payment standard schedule for the group home size.

D. Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

C. Housing Quality Standards

DDHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

20.6 SHARED HOUSING

A. Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.
DDHA may approve a live-in aide to reside with a family in order to care for a person with a disability. DDHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.
A resident owner may enter into a HAP contract with DDHA. However, housing assistance may not be paid on behalf of an owner. DDHA will not approve assistance for a person or family that is related by blood or marriage to a resident owner.
There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

B. Rent and HAP Contract

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

C. Maximum Subsidy

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on DDHA payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on DDHA payment standard for the shared housing unit size.
If DDHA approves a live-in aide, the live-in aide will be counted in determining the family unit size.

D. Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

E. Housing Quality Standards

DDHA will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

20.7 COOPERATIVE HOUSING

DDHA will approve a family living in cooperative housing if it is determined that assistance under the program will help maintain affordability of the cooperative unit for low-income families DDHA will not approve assistance for a family in cooperative housing until DDHA has also determined that the cooperative has adopted requirements to maintain continued affordability for low-income families after transfer of a cooperative member's interest in a cooperative unit (such as a sale of the resident's share in a cooperative corporation).
The reasonable rent in cooperative housing is determined in accordance with "Owner Rents, Rent Reasonableness, and Payment Standards" chapter. For cooperative housing, the rent to owner is the monthly carrying charge under the occupancy agreement/lease between the member and the cooperative.
The carrying charge consists of the amount assessed to the member by the cooperative for occupancy of the housing. It includes the member's share of the cooperatives debt service, operating expenses, and necessary payments to cooperative reserve funds. However, the carrying charge does not include down-payments or other payments to purchase the cooperative unit, or to amortize a loan to the family for this purpose. Gross rent is the carrying charge plus any utility.
For a cooperative, rent adjustments are applied to the carrying charge as determined in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.
The lease and other appropriate documents will stipulate that the monthly carrying charge is subject to Section 8 limitations on rent to owner. The housing assistance payment will be determined in accordance with the guidelines in "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.
DDHA may approve a live-in aide to reside with the family to care for a person with disabilities. DDHA will approve a live-in aide if needed as a reasonable accommodation so that the program is

readily accessible to and usable by persons with disabilities. If DDHA approves a live-in aide, the live-in aide will be counted when determining the family unit size.

A. Housing Quality Standards

DDHA will ensure that all cooperative housing units approved for the program are in compliance with all of the Housing Quality Standards outlined in the "Housing Quality Standards and Inspections" chapter, and regulated by 24 CFR 982.401.

20.8 MANUFACTURED HOMES

DDHA will permit a family to lease a manufactured home and space with assistance under the program. DDHA **will** provide assistance for a family that owns the manufactured home and leases only the space.
DDHA may approve a live-in aide to reside with a family to care for a person with disabilities. DDHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If DDHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

A. Housing Quality Standards

A manufactured home must meet all the HQS requirements outlined in the "Housing Quality Standards and Inspections" chapter and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:
A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.
A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

B. Manufactured Home Space Rental

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.
Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

C. Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by DDHA.
DDHA will not approve a lease for a manufactured home space until DDHA has determined that the initial rent to owner for the space is a reasonable rent. At least annually during the assisted tenancy, DDHA will redetermine that the rent is reasonable.
DDHA will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. DDHA will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.
By accepting each monthly housing assistance payment from DDHA, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for

unassisted rental of comparable spaces in the same manufactured home park or elsewhere. If requested by DDHA, the owner must provide DDHA information on rents for other manufactured home space.

D. Housing Assistance Payments for Manufactured Home Space

The FMR for a manufactured home space will be determined by HUD. Exception rents do not apply.

E. HAP for the Regular Tenancy Program

For the Regular Tenancy Program the initial rent to owner for leasing a manufactured home space may not exceed the published FMR for a manufactured home space.
During the term of a certificate tenancy, entered prior to the merger date, the amount of the monthly housing assistance payment equals the lesser of:
The manufactured home space cost minus the:

- The Total Tenant Payment; OR
- The rent to owner for the manufactured home space.

"Manufactured home space cost" means the sum of: the amortization cost, the utility allowance, and the rent to owner for the manufactured home space.
The amortization cost may include debt service to amortize costs (other than furniture costs) included in the purchase price of the manufactured home. The debt service includes the payment for principal and interest on the loan. The debt service amount will be reduced by 15 percent to exclude debt service to amortize the cost of furniture, unless DDHA determines that furniture was not included in the purchase price.
Any debt service due to refinancing the manufactured home after purchase of the home is not included in the amortization costs.
DDHA will not approve as part of the monthly amortization payment, set-up charges to be included in the debt service incurred by a family that relocates its home.
DDHA will not include as part of the monthly amortization payment, set-up charges incurred before the family became an assisted family, if monthly payments are still being made to amortize such charges.

F. HAP for the Voucher Tenancy

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally 40 percent of the published FMR for a two-bedroom unit.

G. Subsidy Calculation for the Voucher Program

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:
The payment standard minus the total tenant payment; or
The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.
The space rent is the sum of the following as determined by DDHA:

I. Rent to owner for the manufactured home space;
II. Owner maintenance and management charges for the space;
III. The utility allowance for tenant paid utilities.

H. Utility Allowance Schedule for Manufactured Home Space Rental

DDHA will establish utility allowances for manufactured home space rental. For the first twelve months of the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move. Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.
Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

20.9 HOMEOWNERSHIP

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.
DDHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
DDHA will offer the homeownership program option to only participating families who meet the program requirements as set forth in this administrative plan. DDHA will limit the number of families assisted with homeownership to no more than 10% of its Section 8 allocation. This limitation is subject to later adjustments by the Executive Director. Implementation of the homeownership component will be authorized by the Executive Director when such implementation is determined appropriate by Executive Director.

20.10 HOMEOWNERSHIP COUNSELING

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by DDHA (pre-assistance counseling). If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre- assistance counseling.
Among the topics to be covered in the PHA-required pre-assistance counseling program are:

A. Home maintenance (including care of the grounds);
B. Budgeting and money management;
C. Credit counseling;
D. How to negotiate the purchase price of a home;
E. How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
F. How to find a home, including information about homeownership opportunities, schools, and transportation in DDHA jurisdiction;
G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
I. Information about the Real Estate Settlement Procedures Act (RESP A), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

DDHA will also offer additional counseling after commencement "of homeownership assistance (ongoing counseling). This counseling will be voluntary for all homeownership assistance recipients except those requesting their second, fourteenth and fifteenth years of assistance. The reason for this mandatory counseling is to make sure the families are either off to a good start or preparing for the termination of their assistance.

20.11 HOME INSPECTIONS

DDHA will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

DDHA may not require the family to use an independent inspector selected by the housing authority .The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. An active members of The American Society of Home Inspectors, a State of Georgia certified Inspector or one whose inspections are accepted by four local lenders are considered eligible to conduct the independent home inspection. It shall be the responsibility of the inspection division to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to DDHA .The housing authority will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under DDHA's tenant-based rental voucher program), the housing authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

20.12 CONTRACT OF SALE

Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give DDHA a copy of the contract of sale.
The contract of sale must:

A. Specify the price and other terms of sale by the seller to the purchaser.

B. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent Inspector selected by the purchaser.

C. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.
D. Provide that the purchaser is not obligated to pay for any necessary repairs.

E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial.

20.13 FINANCING THE PURCHASE OF THE HOME

A. A purchasing family must invest at least three percent of the purchase price of the home they are buying in the property. This can take the form of either a down payment, closing costs, or a combination of the two. Of this sum, at least one percent of the purchase price must come from the family's personal resources.

B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.
C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.
D. If the loan is financed either by the seller or a non-traditional mortgage lending institution or individual, the loan shall be subject to the review of DDHA .The housing authority may verify that there are no unusual or onerous requirements in the loan documents and that the mortgage is affordable to the purchasing family. Also, the lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.
E. Unless the purchaser can convince DDHA of unusual circumstances, no balloon payment mortgages or variable rate mortgages shall be allowed in the program.
F. All mortgage loans must close within the period of time established by DDHA at the time the purchaser and seller enter into their sale contract.

20.14 REQUIREMENTS FOR CONTINUING ASSISTANCE

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, DDHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to DDHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

A. The family must attend and complete ongoing homeownership and housing counseling before the end of the first, thirteenth and fourteenth years of assistance in order for assistance to continue.

B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
2. The composition of the assisted family residing in the unit must be approved by DDHA. The family must promptly inform the housing authority of the birth, adoption or court-awarded custody of a child. The family must request housing authority approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).
3. The family must promptly notify DDHA if any family member no longer resides in the unit.
4. If DDHA has given approval, a foster child or a live- in-aide may reside in the unit.
5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.
8. The family must supply any information or certification requested by DDHA to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the housing authority for these purposes. The family must promptly notify DDHA of their absence from the unit.

D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

E. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall based on the court decree settlements.

F. The family shall supply DDHA with any required information requested by the housing authority. In particular this shall include information relating to the following:

1. Citizenship or related immigration matters;
2. Family income and composition;
3. Social security numbers;
4. Any mortgage or other debt placed on the property;
5. Any sale or other transfer of any interest in the home; and
6. The family's homeownership expenses.

G. The family must notify the housing authority before the family moves out of the home.

H. The family must notify DDHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.

J. Before commencement of homeownership assistance, the family must execute a

statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

K. The family must secure the written permission of DDHA before it refinances any debt secured by the home or places any additional secured debt on the property.

L. The family must assure DDHA that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

20.15 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

B. The maximum term described in the proceeding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this program).

D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

20.16 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE

A. While the family is residing in the home, DDHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

1. The payment standard minus the total tenant payment; or
2. The family's monthly homeownership expenses minus the total tenant payment.

B. The payment standard for a family is the lower of:

1. The payment standard for the family unit size; or
2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, DDHA will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or
2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

DDHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
2. Real estate taxes and public assessments on the home;
3. Home insurance;
4. Maintenance expenses and allowance for costs of major repairs and replacement per month will be determined by using the VA standards which is as follows:

0-1199 sq, ft $42.00
1199 –1599 sq. ft $48.00
1600-1999 sq. ft $53.00
2000-2499 sq. ft $58.00
2500-up sq. ft $64.00

5. DDHA's utility allowance for the home; and
6. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determined that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

D. Homeownership expenses for a cooperative member may only include amounts to cover:

1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
3. Home insurance;
4. DDHA allowance for maintenance expenses;

5. DDHA allowance for costs of major repairs and replacements;
6. DDHA utility allowance for the home; and
7. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the housing authority determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.

E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

F. DDHA will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them. If there is any excess assistance, it will be paid to the family.

G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. However, DDHA retains the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

20.17 HOMEOWNERSHIP PORTABILITY

A. A family may qualify to move outside the initial DDHA's jurisdiction with continued homeownership assistance under the voucher program. Families determined eligible for homeownership assistance by DDHA may purchase a unit outside our jurisdiction, if:

1. They meet our normal requirements for portability under the rental program;

2. The receiving housing authority is administering a voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and
3. The receiving housing authority is accepting new homeownership families.

B. Conversely, if DDHA has slots open in its homeownership program it will accept homeowners exercising portability from another program and absorb such families if possible.

C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable.

The receiving housing authority must promptly notify the initial housing authority if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the housing authority.

E. Continued assistance under portability procedures is the next Section of this Administrative Plan.

20.18 MOVING WITH CONTIUNUED TENANT-BASED ASSISTANCE

A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements).

DDHA will not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home. No more than one move per year may occur in the program.

B. DDHA must be able to determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

1. The requirement for pre-assistance counseling is not applicable.

2. The requirement that a family must be a first-time homeowner is not applicable.

C. DDHA may deny permission to move with continued assistance in the following circumstances:

1. DDHA may deny permission to move with continued rental or homeownership assistance if the housing authority determines that it does not have sufficient funding to provide continued assistance.

2. At any time, DDHA may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

20.19 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES

A. At any time, DDHA may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the rental program.

B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.

C. DDHA may deny or terminate assistance for violation of participant obligations as previously described for the rental program.

DDHA shall terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA- insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

DDHA, in its discretion, may permit the family to move to anew unit with continued voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the housing authority will deny such permission, if:

II. The family defaulted on an FHA-insured mortgage; and

III. The family fails to demonstrate that:

a. The family has conveyed title to the home, as required by HUD, to

HUD or HUD's designee; and

b. The family has moved from the home within the period established or

approved by HUD.

20.20 RECAPTURE OF HOMEOWNERSHIP ASSISTANCE

A. DDHA shall recapture a percentage of the homeownership assistance provided to the family upon the family's sale or refinancing of the home.

B. Upon purchase of the home, a family receiving homeownership assistance shall execute documentation as required by HUD, and consistent with State and local law, that secures DDHA's right to recapture the homeownership assistance in accordance with this section. The lien securing the recapture of homeownership subsidy may be subordinated to a refinanced mortgage at the discretion of the housing authority.

C. In the case of the sale of the home, the recapture shall be in an amount equaling the lesser of:

I. The amount of homeownership assistance provided to the family, adjusted as described in Paragraph F of this section; or

II. The difference between the sale price and purchase price of the home, minus:

a. The costs of any capital expenditures;
b. The costs incurred by the family in the sale of the home (such as sales commission and closing costs);
c. The amount of the difference between the sale price and purchase price that is being used, upon sale, towards the purchase of a new home under the Section 8 homeownership option; and
d. Any amounts that have been previously recaptured, in accordance with this section.

D. In the case of a refinancing of the home, the recapture shall be in an amount equaling the lesser of:

1. The amount of homeownership assistance provided to the family, adjusted as described in Paragraph F of this section; or
2. The difference between the current mortgage debt and the new mortgage debt; minus:

a. The costs of any capital expenditures;
b. The costs incurred by the family in the refinancing of the home (such as closing costs); and
c. Any amounts that have been previously recaptured as a result of refinancing.

E. The recapture amount shall be determined using the actual sales price of the home, unless the sale is to an identity-of-interest entity. In the case of identity-of- interest transactions, the housing authority shall establish a sale price based on fair market value.

F. The amount of homeownership assistance subject to recapture will automatically be reduced over a 10 year period, beginning one year from the purchase date, in annual increments of 10 percent. At the end of the 10 year period, the amount of homeownership assistance subject to recapture will be zero.

CHAPTER 21
PROGRAM INTEGRITY ADDENDUM AND FRAUD AND PROGRAM ABUSE

21.0 INTRODUCTION

The Decatur/DeKalb Housing Authority (DDHA) is committed to all necessary steps to prevent fraud, waste, and mismanagement so that program resources are utilized effectively.

This Chapter focuses on DDHA's policies for the prevention, detection and investigation of program abuse and fraud.

DDHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

-
-

21.1 CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will DDHA undertake an inquiry or an audit of a participating family arbitrarily. DDHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. DDHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, DDHA has a responsibility to HUD, to the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to DDHA' s attention, to investigate such claims.
DDHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

A. Referrals, Complaints, or Tips

DDHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

B. Internal File Review

A follow-up will be made if PHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts, which conflict with previous file data, DDHA's knowledge of the family, or is discrepant with statements made by the family.

C. Verification of Documentation

A follow-up will be made if DDHA receives independent verification or documentation, which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

21.2 STEPS DDHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

DDHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

A. Things You Should Know

This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify DDHA's expectations for cooperation and compliance.

B. Program Orientation Session

DDHA staff will conduct mandatory orientation sessions for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Program Briefing Certificate" to confirm that all rules and pertinent regulations were explained to them.

C. Resident Counseling

DDHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

D. Review and explanation of Forms

Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

E. Use of Instructive Signs and Warnings

Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse

F. Participant Certification

All family representatives will be required to sign a "Participant Certification" form, as contained in HUD's Participant Integrity Program Manual.

21.3 STEPS DDHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

DDHA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

1. Quality Control File Reviews

Prior to initial certification, and at the completion of all subsequent recertifications, each participant file will be reviewed. Such reviews shall include, but are not limited to:

A. Assurance that verification of all income and deductions is present.
B. Changes in reported Social Security Numbers or dates of birth.
C. Authenticity of file documents.
D. Review of signatures for consistency with previously signed file documents.

E. All forms are correctly dated and signed.

2. Observation

DDHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances, which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

3. Public Record Bulletins

may be reviewed by Management and Staff.

4. State Wage Data Record Keepers

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits

5. Credit Bureau Inquiries

Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

I. When an allegation is received by DDHA wherein unreported income sources are disclosed.

II. When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

21.4 DDHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

DDHA staff will encourage all participating families to report suspected abuse or fraud to DDHA. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. DDHA will not follow up on allegations, which are vague or otherwise non-specific. They will only review allegations, which contain one or more independently verifiable facts.

I. File Review

An internal file review will be conducted to determine:

a) If the subject of the allegation is a client of DDHA and, if so, to determine the family has previously disclosed whether or not the information reported.

b) It will then be determined if DDHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

II. Conclusion of Preliminary Review

If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, DDHA will initiate an investigation to determine if the allegation is true or false.

21.6 OVERPAYMENTS TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, DDHA may terminate the Contract and arrange for restitution to DDHA and/or family as appropriate.

DDHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay DDHA or the tenant, as applicable.

21.7 HOW DDHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If DDHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person assigned by the Housing Assistance Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, DDHA will secure the written authorization from the program participant for the release of information:

1) Credit Bureau Inquiries

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2) Verification of Credit

In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.

3) Employers and Ex-Employers

Employers or ex-employers may be contacted to verify wages, which may have been previously undisclosed or misreported.

4) Neighbors/Witnesses

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to DDHA's review.

5) Other Agencies

Investigators, caseworkers or representatives of other benefit agencies may be contacted.

6) Public Records

If relevant, DDHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

7) Interviews with Head of Household or Family Members

DDHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment with the appropriate staff person. The DDHA staff person that will conduct the interview will maintain a high standard of courtesy and professionalism. Under no circumstances will management tolerate inflammatory language, accusation, or any unprofessional act, conduct or language by DDHA staff.

21.7 PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY DDHA

Documents and other evidence obtained by DDHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file."

In either case, the participant's file or work file shall be kept in a secure area. Such cases under review will not be discussed among DDHA Staff unless they are involved in the process, or have information, which may assist in the investigation.

21.8 CONCLUSION OF DDHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Housing Assistance Director or staff designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive or unsubstantiated.

21.9 EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, DDHA will review the facts to determine:

I. The type of violation (procedural, non-compliance, fraud).
II. Whether the violation was intentional or unintentional.
III. What amount of money (if any) is owed by the family to DDHA.
IV. If the family is eligible for continued occupancy.

21.10 ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, DDHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-compliance.

This category applies when the family "fails to" observe a procedure or requirement of DDHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family.

I. Examples of Non-compliance Violations Are:

a) Failure to appear at a pre-scheduled appointment.
b) Failure to return verification in time period specified by DDHA.

II. <u>Warning Notice to the Family</u>

In such cases a notice will be sent to the family, which contains the following:

a) A description of the non-compliance and the procedure, policy or obligation, which was violated.
b) The date by which the violation must be corrected, or the procedure complied with.
c) The action, which will be taken by DDHA if the procedure or obligation is not complied with by the date specified by DDHA.
d) The consequences of repeated (similar) violations.

2. Procedural Non-compliance - Overpaid Assistance

When the family owes money to DDHA for failure to report changes in income or assets, DDHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

A. A description of the violation and the date(s).

B. Any amounts owed to DDHA.

C. A time period in which to respond.

D. The right to disagree and to request an informal hearing with instructions for the request of such hearing.

I. Participant Fails to Comply with PHA's Notice

If the Participant fails to comply with DDHA's notice, and a family obligation has been violated, DDHA will initiate termination of assistance.

II. Participant Complies with PHA's Notice

When a family complies DDHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule, which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.

3. Intentional Misrepresentations

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by DDHA, DDHA will evaluate whether or not:

I. The participant had knowledge that his/her actions were wrong, and

II. The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certification, briefing certificate, Personal Declaration and Things You Should Know are adequate to establish knowledge of wrongdoing.

The participant willfully violated the law

Any of the following circumstances will be considered adequate to demonstrate willful intent:

(a) An admission by the participant of the misrepresentation.

(b) That the act was done repeatedly.

(c) If a false name or Social Security Number was used.

(d) If there were admissions to others of the illegal action or omission.

(e) That the participant omitted material facts, which were known to him/her (e.g., employment of self or other household member).

(f) That the participant falsified, forged or altered documents.

(g) That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, DDHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

A. Criminal Prosecution

If DDHA has established criminal intent, and the case meets the criteria for prosecution, DDHA will:

I. Refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

II. Refer the case to HUD's RIGI, and terminate rental assistance.

B. Administrative Remedies: DDHA will:

I. Terminate assistance and demand payment of restitution in full or;

II. Terminate assistance and execute an administrative repayment agreement in accordance with DDHA's Repayment Policy or;

III. Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with DDHA's repayment policy.

5. Notification of Proposed Actions

DDHA will notify the family of the proposed action in writing.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF	Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustment.
ACC	Annual Contributions Contract
BR	Bedroom
CDBG	Community Development Block Grant
CFR	Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.
CPI	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
ELI	Extremely low income
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration
FICA	Federal Insurance Contributions Act - Social Security taxes
FmHA	Farmers Home Administration
FMR	Fair Market Rent
FY	Fiscal Year
FYE	Fiscal Year End
GAO	Government Accounting Office
GFC	Gross Family Contribution - Has been replaced by the term Total Tenant Payment (TTP).
GR	Gross Rent
HAP	Housing Assistance Payment
HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	The Department of Housing and Urban Development or its designee.
HURRA	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
IG	Inspector General
IGR	Independent Group Residence

IPA	Independent Public Accountant
IRA	Individual Retirement Account
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFAT	Request for Approval of Tenancy
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA	Standard Statistical Metropolitan Area has been replaced by MSA above
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

1937 ACT. The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

ADMINISTRATIVE PLAN. The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

ABSORPTION. In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE"). Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA. Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve"). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION. The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT. (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

"AS-PAID" STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)
ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.
BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.
CERTIFICATE. A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.
CERTIFICATE PROGRAM. Pre-merger rental certificate program.
CHILD CARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.
CO-HEAD. An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).
COMMON SPACE. In shared housing: Space available for use by the assisted family and other occupants of the unit.
CONGREGATE HOUSING. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.
COOPERATIVE. A dwelling unit owned and or shared by a group of individuals who have individual sleeping quarters and share common facilities such as kitchen, living room and some bathrooms.
CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.
CONTIGUOUS MSA. In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.
CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.
CONTRACT. (See Housing Assistance Payments Contract.)
COOPERATIVE. (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.
COVERED FAMILIES. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.
DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.
DISABILITY ASSISTANCE EXPENSE. Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.
DISABLED FAMILY. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
DISABLED PERSON. See Person with Disabilities.

DISPLACED PERSON/FAMILY. A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.
DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.
DRUG-RELATED CRIMINAL ACTIVITY. The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
DRUG TRAFFICKING. The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
ECONOMIC SELF-SUFFICIENCY PROGRAM. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).
ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.
ELDERLY PERSON. A person who is at least 62 years old.
ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.
ELIGIBLE FAMILY (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.
EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.
EXCEPTION RENT. In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.
EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.
EXTREMELY LOW-INCOME FAMILY. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an a if HUD finds such variations are necessary due to unusually high or low family incomes.
FAIR HOUSING ACT. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)
FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the Federal Register.
FAMILY. "Family" includes but is not limited to:
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);

An elderly family; A near-elderly family; A displaced family. The remaining member of a tenant family; and A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family. ("Family" can be further defined by the PHA).

FAMILY OF VETERAN OR SERVICE PERSON. A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY RENT TO OWNER. In the voucher program, the portion of the rent to owner paid by the family.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE. The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

FMR/EXCEPTION RENT. The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

FOSTER CHILD CARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

GROUP HOME. A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

HAP CONTRACT. (See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.
HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.
HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.
HUD. The Department of Housing and Urban Development.
HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.
IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.
IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.
IMPUTED WELFARE INCOME. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.
INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.
INCOME FOR ELIGIBILITY. Annual Income.
INDIAN. Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.
INDIAN HOUSING AUTHORITY (IHA). A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.
INITIAL PHA. In portability, the term refers to both:
A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and
A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.
INITIAL PAYMENT STANDARD. The payment standard at the beginning of the HAP contract term.
INITIAL RENT TO OWNER. The rent to owner at the beginning of the HAP contract term.
INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.
JURISDICTION. The area in which the PHA has authority under State and local law to administer the program.
LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.
LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.
LEASE. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the

member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.
LEASE ADDENDUM. For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.
LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.
LOCAL PREFERENCE. A preference used by the PHA to select among applicant families.
LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.
MANUFACTURED HOME. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.
MANUFACTURED HOME SPACE. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624
MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.
MEDICAL EXPENSES. Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.
MERGER DATE. October 1, 1999.
MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.
MIXED FAMILY. A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)
MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.
MONTHLY INCOME. 1/12 of the Annual Income.
MUTUAL HOUSING. Included in the definition of COOPERATIVE.
NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
NEAR-ELDERLY FAMILY. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).
NET FAMILY ASSETS. Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.
NET FAMILY CONTRIBUTION. Former name for Tenant Rent.
NON CITIZEN. A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.
OVER-FMR TENANCY (OFTO). In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.
OWNER. Any persons or entity having the legal right to lease or sublease a unit to a participant.
PARTICIPANT. A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).
PAYMENT STANDARD. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family.
PERSON WITH DISABILITIES. A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).
PHA PLAN. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.
PORTABILITY. Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.
PREMISES. The building or complex in which the dwelling unit is located, including common areas and grounds.
PRIVATE SPACE. In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.
PROCESSING ENTITY. Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."
PROGRAM. The Section 8 tenant-based assistance program under 24 CFR Part 982.
PROGRAM RECEIPTS. HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.
PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.
PUBLIC HOUSING AGENCY (PHA). PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:
A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members): Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.
REASONABLE RENT. A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.
RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim re-certifications.
REGULAR TENANCY. In the pre-merger certificate program: A tenancy other than an over-FMR tenancy.
REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.
RENT TO OWNER. The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.
RESIDENCY PREFERENCE. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").
RESIDENCY PREFERENCE AREA. The specified area where families must reside to qualify for a residency preference.
RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.
RESPONSIBLE ENTITY. For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.
SECRETARY. The Secretary of Housing and Urban Development.
SECTION 8. Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.
SERVICE PERSON. A person in the active military or naval service (including the active reserve) of the US.
SHARED HOUSING. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.
SINGLE PERSON. A person living alone or intending to live alone.
SPECIAL ADMISSION. Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.
SPECIAL HOUSING TYPES. See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).
SPECIFIED WELFARE BENEFIT REDUCTION. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
SPOUSE. The husband or wife of the head of the household.
SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a co-operative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:
Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or Direct loans pursuant to Section 202 of the Housing Act of 1959; or Payments

under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974; Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency; A Public Housing Project.

SUBSIDY STANDARDS. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT. Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING. Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

TENANCY ADDENDUM. For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

TENANT. The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT. The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT. In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

UTILITY REIMBURSEMENT PAYMENT. In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS. (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that

such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.
VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.
VIOLENT CRIMINAL ACTIVITY. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
VOUCHER (rental voucher). A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.
VOUCHER HOLDER. A family holding a voucher with an non-expired term (search time).
VOUCHER PROGRAM. The Housing Choice Voucher program.
WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.
WAITING LIST ADMISSION. An admission from the PHA waiting list.
WELFARE ASSISTANCE. Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS Program (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.
WELFARE RENT. This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.
If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or re-certification is being processed.
If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.
WELFARE-TO-WORK (WTW) FAMILIES. Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.
CITIZEN. A citizen or national of the United States.
EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS. The documents which must be submitted to evidence citizenship or eligible immigration status.
HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.
HUD. Department of Housing and Urban Development.
INS. The U.S. Immigration and Naturalization Service.
MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.
NATIONAL. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
NONCITIZEN. A person who is neither a citizen nor national of the United States.
PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).
SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).
SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Reserved

Decatur Housing Authority

FY2002 all PHAs must address the following questions about their Required Initial Assessments to be included as a required attachment to the template (template questions will also be available on the PHA Plan website). In addition, PHAs must modify the "Annual Plan Table of Contents" and "Submission Checklist for the Small PHA Plan Update" to include this required attachment**.**

Component 10 (B) **Voluntary Conversion Initial Assessments**

a. How many of the PHA's developments are subject to the Required Initial Assessments? **2**

Development Name	Number of Units
1. Allen Wilson Terrace	**200**
2. Swanton Heights	**93**
Total	**293**

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)? **0**

c. How many Assessments were conducted for the PHA's covered developments? **2**

d. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: **0**

Development Name	Number of Units
N/A	

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

___/s/ Karen A. Newton for Paula O. Blunt
Acting General Deputy Assistant Secretary for Public and Indian Housing

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur, GA	Capital Fund Program Grant No: GA06P01150102 Replacement Housing Factor Grant No:	2002

Original Annual Statement Reserve for Disasters/ Emergencies ☒Revised Annual Statement (revision no: 1)

☒Performance and Evaluation Report for Period Ending: 6/30/03 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	.00	.00	.00	.00
2	1406 Operations	.00	.00	.00	.00
3	1408 Management Improvements Soft Costs	75,000.00	69,761.41	18,181.33	17,813.39
	Management Improvements Hard Costs	8,500.00	8,500.00	.00	.00
4	1410 Administration	50,440.00	50,440.00	45,201.41	40,872.88
5	1411 Audit	.00	.00	.00	.00
6	1415 Liquidated Damages	.00	.00	.00	.00
7	1430 Fees and Costs	5,000.00	5,554.50	5,554.50	5,554.50
8	1440 Site Acquisition	.00	.00	.00	.00
9	1450 Site Improvement	75,646.00	75,646.00	24,767.00	10,962.00
10	1460 Dwelling Structures	201,800.00	236,484.09	213,174.87	105,266.84
11	1465.1 Dwelling Equipment—Non-expendable	60,400.00	30,400.00	8,898.00	4,776.00
12	1470 Non-dwelling Structures	12,614.00	12,614.00	.00	.00
13	1475 Non-dwelling Equipment	15,000.00	15,000.00	.00	.00
14	1485 Demolition	.00	.00	.00	.00
15	1490 Replacement Reserve	.00	.00	.00	.00
16	1492 Moving to Work Demonstration	.00	.00	.00	.00
17	1495.1 Relocation Costs	.00	.00	.00	.00
18	1499 Development Activities	.00	.00	.00	.00
19	1502 Contingency	.00	.00	.00	.00
	Amount of Annual Grant: (sum of lines 1-19)	$ 504,400.00	$ 504,400.00	315,777.11	185,245.61

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur, GA	Capital Fund Program Grant No: GA06P01150102 Replacement Housing Factor Grant No:	2002

Original Annual Statement Reserve for Disasters/ Emergencies ☒Revised Annual Statement (revision no: 1)

☒Performance and Evaluation Report for Period Ending: 6/30/03 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of line XX Related to LBP Activities	.00	.00	.00	.00
	Amount of line XX Related to Section 504 compliance	10,000.00	10,000.00	.00	.00
	Amount of line XX Related to Security - Soft Costs	59,000.00	49,540.31	13,960.23	13,960.23
	Amount of Line XX Related to Security – Hard Costs	3,500.00	3,500.00	.00	.00
	Amount of Line XX Related to Energy Conservation Measures	104,614.00	99,487.00	132,519.84	59,295.54
	Collateralization Expenses or Debt Service	.00	.00	.00	.00

All changes are in Blue.

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program Grant No: GA06P01150102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
GA 011-1	Convert Management Office to total electric including furnaces		1470	1 bldg	7,000	7,000	.00	.00	not started
	including hot water heaters (conservation)		1475	1 bldg	8,000	8,000	.00	.00	not started
	Convert Daycare Unit to total electric		1470	1 unit	3,487	3,487	.00	.00	not started
	- including appliances (conservation)		1475	1 unit	4,000	4,000	.00	.00	not started
Allen	Appliance Replacement		1465	20 units	12,000	12,000	.00	.00	not started
	Repair / replace Bathroom floor		1460	**as needed**	5,000	**2,000**	.00	.00	not started
Wilson	Install Bath Vanity and fixture		1460	**10 each**	5,250	**3,276**	.00	.00	not started
	Tub liners & surround replacement		1460	10 each	6,000	6,000	.00	.00	not started
Terrace	Install new kitchen counter tops		1460	15 units	4,500	4,500	.00	.00	not started
	Interior Painting & cabinet staining		1460	~~15 units~~	9,000	.00	.00	.00	re-scheduled
Apts.	Baseboard replacement		1460	15 units	3,750	**5,950**	**5,950**	**5,950**	completed
	Roof repair / replacement and decking		1460	4 bldgs	35,000	**37,400**	**37,400**	.00	new contract
	Window Replacement		1460	28 each	14,000	14,000	.00	.00	not started
	Repair and/or paint Screen Doors		1460	**as needed**	7,000	**2,684.09**	.00	.00	not started
	Painting and/or Mold removal		1460	as needed	5,000	**15,874**	**15,874**	**14,129**	89% complete
	Clean / Paint Foyers in Stairways		1460	as needed	20,000	**27,500**	**27,500**	**27,500**	completed
	Site work / Exterior Wall construction		1450	as needed	9,000	9,000	.00	.00	not started
	Sidewalk, curbs and driveway repair		1450	as needed	30,000	30,000	**8,805**	.00	new contract
	Site work / Playground Improvements		1450	as needed	15,000	15,000	**1,788**	**1,788**	in progress
	Landscape Upgrades & Tree Planting		1450	as needed	10,000	10,000	**5,820**	**3,120**	30% complete
Physical Needs	**AWT total**				**$ 212,987**	**217,671.09**	**103,137**	**52,487**	

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number: Capital Fund Program Grant No: GA06P01150102; Replacement Housing Factor Grant No:	Federal FY of Grant: 2002

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
GA 011-2	Convert Apt Units to total electric (cons) includes furnaces, hot water heaters, etc		1460	14 units	37,000	**67,000**	**128,427.84**	**57,687.54**	44% complete
	including Hot Water Heaters		1465	14 units	40,000	**10,000**	**4,092**	**1,608**	in progress
	Renovation of Community Center (cons)		1470	1 bldg	2,127	2,127	**.00**	**.00**	not started
	Hot Water Heaters		1475	1 bldg	3,000	3,000	**.00**	**.00**	not started
	Appliances Repl– Ranges / Refrigerator		1465	14 units	8,400	8,400	**6,414**	**4,776**	56% complete
Swanton	Roof & gutter repair / replacement		1460	as needed	16,000	16,000	**1,720**	**.00**	in progress
	Window Replacement		1460	14 each	7,000	7,000	**.00**	**.00**	not started
Heights	Install exterior Screen doors & hardware		1460	10 units	3,500	3,500	**.00**	**.00**	not started
Apts.	Tub liners & surround replacement		1460	3 each	1,800	1,800	**.00**	**.00**	not started
	Interior Painting & cabinet staining		1460	20 units	12,000	12,000	**.00**	**.00**	not started
	Convert Apt Entrance to handicap access		1460	as needed	10,000	10,000	**.00**	**.00**	not started
	Landscape Upgrades & Tree Planting		1450	as needed	6,946	**380**	**.00**	**.00**	not started
	Sidewalk & Concrete work		1450	as needed	.00	**6,566**	**6,566**	**4,266**	65% complete
	Site work / Playground Improvements		1450	as needed	4,700	4,700	**1,788**	**1,788**	38% complete
	SH total				$ 152,473	**$ 152,473**	**149,007.84**	**70,125.54**	
Physical Needs	**Subtotal**				**$365,460**	**$370,144.09**	**252,144.84**	**122,612.54**	
PHA – WIDE	Community Policing by Dec City Police		1408	AWT & SH	$ 59,000	**49,540.31**	**13,960.23**	**13,960.23**	25% complete
	Training (soft cost)		1408	central office	6,000	6,000	**.00**	**.00**	not started
Management	Preventive Maintenance / Inspection		1408	293 Units	10,000	10,000	**.00**	**.00**	ongoing
Improvements	Operational Improvements & System upgrades – phone system, mail equipment, office equipment, etc (hard costs)		1408	central office	8,500	8,500	**.00**	**.00**	not started
	Resident Service / Training Specialist related fringe benefits		1408	1 person	.00	**4,221.10**	**4,221.10**	**3,853.16**	90% complete
	Subtotal				**$ 83,500**	**$ 78,261.41**	**18,181.33**	**17,813.39**	

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program Grant No: GA06P01150102 Replacement Housing Factor Grant No:	Federal FY of Grant: 2002

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
PHA – WIDE **Administration**	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		1410	6 people	**$ 49,940**	**45,201.41**	**45,201.41**	**40,872.88**	90% complete
	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		1410		500	.00	.00	.00	ongoing
	Subtotal				**$ 50,440**	**45,201.41**	**45,201.41**	**40,872.88**	
Fees & Costs	A & E Contract Assistance & Inspection		1430		$ 5,000	**5,554.50**	**5,554.50**	**5,554.50**	completed
	Subtotal				**$ 5,000**	**5,554.50**	**5,554.50**	**5,554.50**	
	GRAND TOTAL				**$ 504,400**	**$ 504,400**	**$ 315,777.11**	**185,245.61**	

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program No: GA06P01150102 Replacement Housing Factor No:	Federal FY of Grant: 2002

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
Start date 5/31/02	**Original**	**Revised**	**Actual**	**Original**	**Revised**	**Actual**	
GA011-1							
Allen Wilson Terrace	11/30/03			5/31/05			In accordance with Notice 2001-26
GA-011-2							
Swanton Heights	11/30/03			5/31/05			In accordance with Notice 2001-26
Management Improvements	11/30/03			5/31/05			In accordance with Notice 2001-26
Community Policing Program	11/30/03			5/31/05			In accordance with Notice 2001-26
Preventive Maintenance Program	11/30/03			5/31/05			In accordance with Notice 2001-26
Operational Improvement Training	11/30/03			5/31/05			In accordance with Notice 2001-26
Professional Training in Maintenance Skills and Services	11/30/03			5/31/05			In accordance with Notice 2001-26
Resident Responsibility Training	11/30/03			5/31/05			In accordance with Notice 2001-26

CAPITAL FUND PROGRAM TABLES START HERE

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur, GA	Capital Fund Program Grant No: GA06P01150103 Replacement Housing Factor Grant No:	2003

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	.00			
2	1406 Operations	.00			
3	1408 Management Improvements Soft Costs	68,515.00			
	Management Improvements Hard Costs	.00			
4	1410 Administration	41,500.00			
5	1411 Audit	.00			
6	1415 Liquidated Damages	.00			
7	1430 Fees and Costs	2,700.00			
8	1440 Site Acquisition	.00			
9	1450 Site Improvement	39,600.00			
10	1460 Dwelling Structures	254,700.00			
11	1465.1 Dwelling Equipment—Non-expendable	8,000.00			
12	1470 Non-dwelling Structures	.00			
13	1475 Non-dwelling Equipment	.00			
14	1485 Demolition	.00			
15	1490 Replacement Reserve	.00			
16	1492 Moving to Work Demonstration	.00			
17	1495.1 Relocation Costs	.00			
18	1499 Development Activities	.00			
19	1502 Contingency	.00			
	Amount of Annual Grant: (sum of lines 1-19)	$ 415,015.00			

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the City of Decatur, GA	Capital Fund Program Grant No: GA06P01150103 Replacement Housing Factor Grant No:	2003

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
	Amount of line XX Related to LBP Activities	.00			
	Amount of line XX Related to Section 504 compliance	2,100.00	carpet - elderly		
	Amount of line XX Related to Security - Soft Costs	48,515.00	police		
	Amount of Line XX Related to Security – Hard Costs	28,600.00	windows, doors, porch lights		
	Amount of Line XX Related to Energy Conservation Measures	75,000.00	HVAC renovation		
	Collateralization Expenses or Debt Service	.00			

Budget revisions made according to Capital Fund Grant Funding notification.

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program Grant No: GA06P01150103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	Revised	Obligated	Expended	
GA 011-1	Roof replacement – Management Office		1470	1 building	.00				
	Appliance Replacement		1465.1	10 units	4,500				
Allen	Exterior building Upgrades & repairs		1460	as needed	5,000				
	Tub liners or surround replacement		1460	10 units	3,000				
Wison	Install Bathroom cabinet/ vanity		1460	10 units	5,000				
	Retile ceramic bathroom floors		1460	as needed	6,000				
Terrace	Re-tile entire unit		1460	4 units	9,000				
	Interior Painting/staining - Occupied units		1460	20 units	10,000				
Apts.	Paint exterior metal on buildings		1460	as needed	2,500				
	Reconstruct Apartment Units		1460	as needed	50,000				
	Roof Repair / replacement and Decking		1460	3 bldgs	12,000				
	Window Replacement		1460	10 each	10,000				
	Repair/replace Apt Screen Doors/hardware		1460	10 each	5,000				
	Replace Screen Door – commons area		1460	4 bldgs	1,600				
	Replace Interior Door/hardware		1460	as needed	5,000				
	General Site work / Improvements		1450	as needed	5,000				
	Erosion control / Sod replacement		1450	as needed	6,000				
	Shrub Replacement & Landscaping		1450	as needed	2,500				
	Tree pruning & Landscaping		1450	as needed	3,500				
	Dumpster replacement		1450	as needed	800				
Physical Needs				**AWT total**	**$ 146,400**				

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program Grant No: GA06P01150103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
GA 011-2	Appliance Replacement		1465.1	15 each	3,500				
Swanton	Electric Conversion of Units to Total Electric includes A/C, hot water heaters, appliances		1460	**10 units**	**75,000**				
	Window Replacement (security)		1460	as needed	**5,000**				
Heights	Repair/replace Screen doors/hardware (Security)		1460	10 units	4,500				
	Repair bldg/porch light fixtures		1460	10 units	2,500				
Apts.	Tub liner or surround replacement		1460	10 each	4,000				
	Replace Bathroom fixtures		1460	as needed	3,500				
	Repace/repair ceramic bathroom floors		1460	as needed	9,000				
	Sub-floor repair / replacement		1460	8 units	10,000				
	Re-Tile entire Apartment unit		1460	2 units	5,000				
	Interior Painting – Occupied units		1460	20 units	9,000				
	Paint exterior metal on bldgs & common areas		1460	6 bldgs	**1,000**				
	Replace Carpet – elderly units (504 compliance)		1460	3 units	2,100				
	General Site work/Improvements		1450	as needed	5,000				
	Improve/replace Playground Equipment / Area		1450	as needed	7,500				
	Erosion control / Sod installation		1450	as needed	5,000				
	Tree pruning & Landscaping		1450	as needed	3,500				
	Dumpster replacement		1450	as needed	800				
Physical Needs				**SH total**	**$ 155,900**				
	Subtotal				**$302,300**				

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program Grant No: GA06P01150103 Replacement Housing Factor Grant No:	Federal FY of Grant: 2003

Development Number Name/HA-Wide Activities	General Description of Major Work Categories		Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
					Original	**Revised**	**Obligated**	**Expended**	
PHA – WIDE	Community Policing Program provided by Decatur City Police (soft cost)		1408		**48,515**				
Management	Preventive Maintenance / Inspection Program (soft cost)		1408	293 Units	15,000				
Improvements	Training		1408		5,000				
	Subtotal				**$68,515**				
PHA – WIDE **Administration**	Percentage of salaries of Modernization Director, Construction Inspectors, Contracts Administrative Assistant, Special Programs Supervisor, support staff and related fringe benefits		1410	6 people	**41,100**				
	Miscellaneous Expense – Travel (including mileage) advertising, printing, resident CGP Involvement activities, etc for administrative services		1410		400				
	Subtotal				**$41,500**				
Fees & Costs	A & E Contract Assistance & Inspection		1430		**2,700**				
	Subtotal				**$2,700**				
	GRAND TOTAL				**$ 415,015**				

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

PHA Name: Housing Authority of the City of Decatur, GA	Grant Type and Number Capital Fund Program No: GA06P01150103 Replacement Housing Factor No:	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
Est. Start date 5/31/03	**Original**	**Revised**	**Actual**	**Original**	**Revised**	**Actual**	
GA011-1							
Allen Wilson Terrace	11/30/04			5/31/06			In accordance with Notice 2001-26
GA-011-2							
Swanton Heights	11/30/04			5/31/06			In accordance with Notice 2001-26
Management Improvements	11/30/04			5/31/06			In accordance with Notice 2001-26
Community Policing Program	11/30/04			5/31/06			In accordance with Notice 2001-26
Preventive Maintenance Program	11/30/04			5/31/06			In accordance with Notice 2001-26
Operational Improvement Training	11/30/04			5/31/06			In accordance with Notice 2001-26
Professional Training in Maintenance Skills and Services	11/30/04			5/31/06			In accordance with Notice 2001-26
Resident Responsibility Training	11/30/04			5/31/06			In accordance with Notice 2001-26