

**PHA Plans**  
**Streamlined Annual**  
**Version: Final Draft**

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

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

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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 for certain types of 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.

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**Streamlined Annual PHA Plan**  
**for Fiscal Year: 2004**  
**PHA Name: Allen Metropolitan Housing**  
**Authority**

**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.**

## Streamlined Annual PHA Plan Agency Identification

**PHA Name:** Allen Metropolitan Housing Authority      **PHA Number:** OH044

**PHA Fiscal Year Beginning:** (mm/yyyy) 07/2004

**PHA Programs Administered:**

**Public Housing and Section 8**       **Section 8 Only**       **Public Housing Only**  
Number of public housing units: 249      Number of S8 units:      Number of public housing units:  
Number of S8 units: 1041

**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:				

**PHA Plan Contact Information:**

Name: Paul Dellinger      Phone: 419-228-6065  
TDD: (800) 545-1833 ext. 484      Email (if available): paul\_dellinger@allenmha.com

**Public Access to Information**

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

PHA's main administrative office       PHA's development management offices

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

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection.       Yes       No.

If yes, select all that apply:

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

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

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

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

**Table of Contents**

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

**A. PHA PLAN COMPONENTS**

- 1. Site-Based Waiting List Policies  
**903.7(b)(2) Policies on Eligibility, Selection, and Admissions**
- 2. Capital Improvement Needs  
**903.7(g) Statement of Capital Improvements Needed**
- 3. Section 8(y) Homeownership  
**903.7(k)(1)(i) Statement of Homeownership Programs**
- 4. Project-Based Voucher Programs
- 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
- 6. Supporting Documents Available for Review – **Pages 8 - 10**
- 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report – **Pages 11 - 19**
- 8. Capital Fund Program 5-Year Action Plan – **Page 20**

**B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE**

**Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan** identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

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

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

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

***Note: AMHA has elected to use the streamlined PHA Plan template as its public housing inventory has fallen below 250 units as a result of 5(h) Homeownership program sales.***

***Note to HUD: As of the date of this plan, HUD's PIC system has not reconciled AMHA's inventory to reflect recent 5(h) home sales and total unit count of 249.***

## **Executive Summary (optional)**

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

**In 2003, the Allen Metropolitan Housing Authority received a rating of “HIGH PERFORMER” in the Public Housing Assessment System (PHAS), which measures the managerial performance of a public housing agency (PHA). We are pleased to have achieved this level of performance for the 2<sup>nd</sup> year in a row and remain committed to maintaining the highest level of efficiency and effectiveness as we deliver services to those in need throughout our community.**

**Fiscal Year 2004 marks the end of the first 5-year planning cycle and signals the beginning of work on the development of the next 5-year plan. Central to our mission of providing decent, safe and sanitary housing will be our continued efforts to address the physical and mechanical needs of our public housing stock. Exterior improvements to roofs, windows, doors and siding will not only enhance curb appeal but protect our investment and reduce maintenance costs. Additionally, upgrades to interior spaces and basic mechanical system will remain a top priority as we continue to stretch our limited modernization resources.**

**We will continue to evaluate existing policies and procedures to ensure that the delivery of services are provided in a consistent, fair and non-discriminatory manner while maintaining appropriate levels of accountability for all program participants. To that end, AMHA has required all participating landlords complete a mandatory landlord training in order to remain eligible for program participation.**

**AMHA’s Section 8 and Public Housing staff will continue their emphasis on the opportunities available to Housing Authority clients to realize their dreams through the Family Self Sufficiency (FSS) or AMHA’s Home Ownership programs.**

**AMHA’s Development activity will include efforts to complete Project 44-010 through the acquisition methodology, creation of Project 44-011 to receive properties that will replace units involved in a recently approved Disposition project, and the creation of a 501(c)(3) corporation for partnering in future development opportunities.**

**In conclusion, the AMHA looks to the past with pride and satisfaction in accomplishments made, and to a future of hope and opportunity as this organization continues in its efforts of meeting the housing needs of our community.**

**1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)**

[24 CFR Part 903.12(c), 903.7(b)(2)]

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

**A. Site-Based Waiting Lists-Previous Year**

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

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

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:

**B. 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;if not, skip to next component. **NO**

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)

## 2. Capital Improvement Needs

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

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

### A. Capital Fund Program

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
  
2.  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: 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.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3).
  
2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3.  Yes  No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:
  
4.  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:

5.  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:

**-Project 44 010 acquisition**  
**-Project 44 011 as replacement units for approved Disposition Project**  
**-Creation of a 501(c)(3) organization for future development opportunities.**

### **3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**

(if applicable) [24 CFR Part 903.12(c), 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?

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:

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):

- Establishing a minimum homeowner downpayment 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.
- 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below): **LACCA- training classes ( 5 yrs )**
- Demonstrating that it has other relevant experience (list experience below):  
**-AMHA has administered a Public Hsg 5(h) homeownership program since 1994.**

#### **4. Use of the Project-Based Voucher Program**

##### **Intent to Use Project-Based Assistance**

Yes  No: Does the PHA plan to “project-base” any tenant-based Section 8 vouchers in the coming year? If the answer is “no,” go to the next component. If yes, answer the following questions.

1.  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:)
2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts):

#### **5. 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) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: **City of Lima, Ohio**
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
  - The PHA has based its statement of needs of families on its waiting lists 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)
3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below) **The AMHA will endeavor to include the whole of Allen County when evaluating potential replacement units for those units lost through the approved Disposition project.**

## **6. Supporting Documents Available for Review for Streamlined 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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	<i>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;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
X	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the method for setting public housing flat rents. <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Schedule of flat rents offered at each public housing development. <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
??	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
X	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 and Maintenance and Community Service & Self-Sufficiency

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any policies governing any Section 8 special housing types <input type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan. (P. 82)	Annual Plan: Grievance Procedures
X	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
X	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
X	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
X	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (Section 23 of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input type="checkbox"/> 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
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
		Annual Plan: Annual Audit
X	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) and for Consortium Joint PHA Plans <u>Only</u> : 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 Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
<b>PHA Name:</b> <i>Allen Metropolitan Housing Authority</i>			<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>OHPO4450101</b> Replacement Housing Factor Grant No:		<b>Federal FY of Grant:</b> <b>2001</b>
<input type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/ Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:    )</b> <input checked="" type="checkbox"/> <b>Performance and Evaluation Report for Period Ending: 12/31/03</b> <input checked="" type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	20000	20000	20000	20000
3	1408 Management Improvements	35000	34834	34832.56	34832.56
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	30000	22173	22173.47	22173.47
8	1440 Site Acquisition				
9	1450 Site Improvement	50000	7397	7397.25	7397.25
10	1460 Dwelling Structures	322870	432920	432920.25	432920.25
11	1465.1 Dwelling Equipment—Nonexpendable	50000	10546	10546.47	10546.47
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency	20000			
21	Amount of Annual Grant: (sum of lines 2 – 20)	527,870	527,870	527,870	527,870
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: <i>Allen Metropolitan Housing Authority</i>		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No:				Federal FY of Grant:		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Window, Roof Rplmnt, Pkg lot resurfacing, Basement Repairs, Furnace Rplmnts, Landscaping, Summer Labor	1460		322,870	432,920	432,920	432,920	
HA-Wide	A&E Serivces	1430		30,000	22,174	22,173	22,173	
HA-Wide	Appliance Rplmnts	1465		50,000	10,546	10,546	10,546	
HA-Wide	Waterline Rplmnts	1450		50,000	7,397	7,397	7,397	
HA-Wide	Computer System, Software Upgrade, Network Hardware	1430		35,000	34,834	34,834	34,834	

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
PHA Name: <i>Allen Metropolitan Housing Authority</i>			Grant Type and Number Capital Fund Program No: <b>CFP50101</b> Replacement Housing Factor No:				Federal FY of Grant: <b>2001</b>
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
1408/HA-Wide			06/03			12/03	
1430/HA-Wide			06/03			12/03	
1450/HA-Wide			06/03			12/03	
1460/HA-Wide			06/03			12/03	
1450/HA-Wide			06/03			12/03	

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b>					
<b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: <i>Allen Metropolitan Housing Authority</i>			Grant Type and Number Capital Fund Program Grant No: <b>OH16PO4450102</b> Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2002</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:    ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/03 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	20,000			
3	1408 Management Improvements	40,000		9,478	9,478
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	50,000		1,741	1,741
8	1440 Site Acquisition				
9	1450 Site Improvement	70,000		4,326	4,326
10	1460 Dwelling Structures	263,402		119,259	84,489
11	1465.1 Dwelling Equipment—Nonexpendable	30,000			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency	25,000			
21	Amount of Annual Grant: (sum of lines 2 – 20)	498,402		134,804	100,034
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

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

PHA Name: <i>Allen Metropolitan Housing Authority</i>		Grant Type and Number Capital Fund Program Grant No: <b>OH16PO4450102</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2002</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	A&E Fees	1430		50,000		1,741	1,741	
HA-Wide	Mgmt Improvements	1408		40,000		9,478	9,478	
HA-Wide	Windows Rplmnt, Roof Rplmnt, Lock System Rplmnt, Siding Rplmnt, FWA Boiler Rplmnt	1460		263,402		119,259	84,489	
HA-Wide	Concrete Rplmnt	1450		70,000		4,326	4,326	
HA-Wide	Appliance Rplmnt	1465		30,000		-	-	
HA-Wide						134,804	100,034	



## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name: <i>Allen Metropolitan Housing Authority</i>			Grant Type and Number Capital Fund Program Grant No: <b>OHPO4450103</b> Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2003</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/03 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	20,000			
3	1408 Management Improvements	35,000			
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	25,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	70,000			
10	1460 Dwelling Structures	205,079			
11	1465.1 Dwelling Equipment—Nonexpendable	30,000			
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency	25,000			
21	Amount of Annual Grant: (sum of lines 2 – 20)	410,079			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				

**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part II: Supporting Pages</b>								
PHA Name: <i>Allen Metropolitan Housing Authority</i>			Grant Type and Number Capital Fund Program Grant No: CFP50103 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	Funds Obligated	Funds Expended	
HA-Wide	Roof Replacements	1460	30000					
	Window Replacements	1460	30000					
	Ext. Door Replacements	1460	10000					
	Siding Replacements	1460	30000					
	Concrete Replacements	1470	70000					
	Kitchen upgrades	1460	30000					
	Bathroom upgrades	1460	30000					
	Furnace Replacements	1465	15000					
	Appliance Replacements	1465	15000					
	Plumbing upgrades	1460	15000					
		Sub Total	275000					

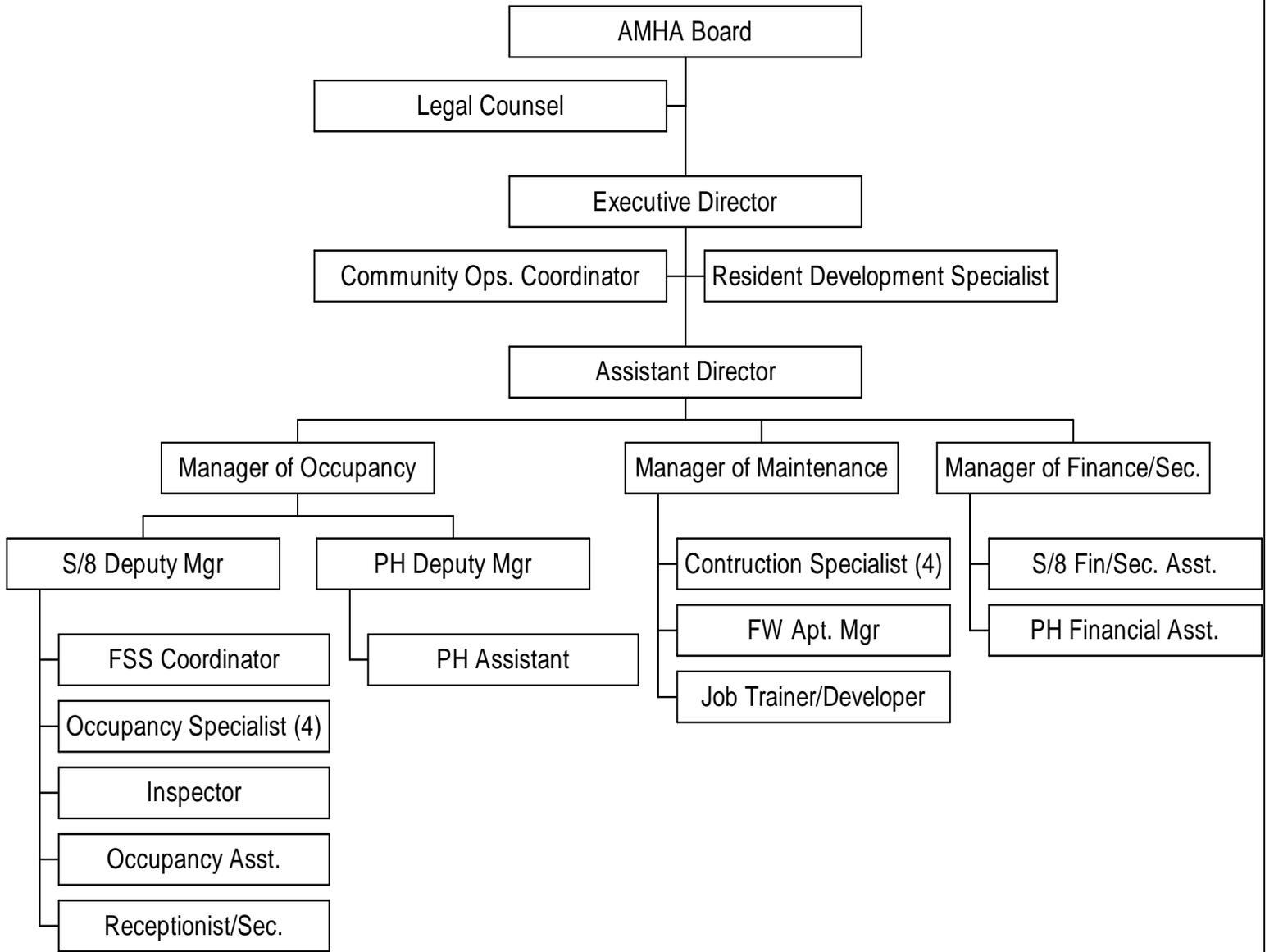
**7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor**

<b>Annual Statement/Performance and Evaluation Report                      Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)                      Part III: Implementation Schedule</b>							
PHA Name: <i>Allen Metropolitan Housing Authority</i>			Grant Type and Number Capital Fund Program No: CFP50103 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
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	09/05			09/07			

## 8. Capital Fund Program Five-Year Action Plan

<b>Capital Fund Program Five-Year Action Plan</b>					
<b>Part I: Summary</b>					
PHA Name: <b>Allen MHA</b>		<b>*Planning projection estimates only</b>		<input type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2  FFY Grant: PHA FY: <b>2005</b>	Work Statement for Year 3  FFY Grant: PHA FY: <b>2006</b>	Work Statement for Year 4  FFY Grant: PHA FY: <b>2007</b>	Work Statement for Year 5  FFY Grant: PHA FY: <b>2008</b>
<i>All activities are HA-Wide</i>	Annual Statement				
<i>Roofing</i>					
<i>Siding</i>					
<i>Doors</i>					
<i>Concrete</i>					
<i>Kitchen</i>					
<i>Bath</i>					
<i>Appliance</i>					
<i>Plumbing</i>					
<i>Furnace</i>					
CFP Funds Listed for 5-year planning	\$410,079	\$411,500	\$406,500	\$401,500	\$396,500
<i># of PIH units</i>	249	250	247	244	241
Replacement Housing Factor Funds					

Allen Metropolitan Housing Organizational Chart  
12/01/00



AMHA 2004 Annual Plan  
Public Hearing  
April 5, 2004  
4:00 pm

Paul Mullenhour, Vice-Chairman of AMHA Board of Commissioners called the meeting to order at 4: 10pm and opened the floor to receive public comment on AMHA's Annual Plan for 2004.

Mr. Tom Redding, representing the Mental Health Board and Recovery Services (MHBRS) provided the Housing Authority with information regarding a proposal they intend to submit to Lima City Council requesting the City to consider using part of their CDBG allocation to create a voucher program that would assist clients of the MHBRS to locate and afford housing for independent living. The MHBRS is currently conducting research to develop recommendations for program size and cost and will recommend that the City consider collaboration with the AMHA to oversee the program given their expertise in administering housing assistance programs.

Having no other representatives from the public wishing to make comments, the hearing was adjourned at 4:30 pm.

An attendance sheet was circulated and the following individuals were present at the hearing:

Paul Mullenhour, Vice-Chairman AMHA Board  
Paige Townsend, AMAH Board Member  
Tom Redding  
Cindi Ring, AMHA Executive Director  
Paul Dellinger, AMHA Assistant Director

**Admissions and Continued Occupancy Policy Governing  
Public Housing Operated by  
the Allen Metropolitan Housing Authority**

**I. Nondiscrimination**

**A. Compliance with Civil Rights Laws**

1. It is the policy of the Allen Metropolitan Housing Authority (AMHA) to comply with all laws relating to Civil Rights, including but not limited to:

- Title VI of the Civil Rights Act of 1964, (See 24 CFR Part 1)
- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), (See 24 CFR Part 100)
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (See 24 CFR Part 8)
- the Age Discrimination Act of 1975, (See 24 CFR Part 146)
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), (Title II deals with common areas and public space, not living units.)
- any applicable State laws or local ordinances, and
- any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (Required 24 CFR § 960.203)

2. AMHA shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under AMHA'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. (Required, 24 CFR § 100.5)

3. AMHA shall not, on account of race, color, national origin, sex, religion, familial status, or disability treat any family or person in the manner described below:

- (a) Deny anyone the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- (b) Provide anyone housing that is different from that provided others<sup>1</sup>;
- (c) Subject anyone to segregation or disparate treatment;
- (d) Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
- (e) Treat anyone differently in determining eligibility or other requirements for admission<sup>2</sup>;

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<sup>1</sup> AMHA is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- (f) Deny anyone access to the same level of services<sup>3</sup>; or
- (g) Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.

4. AMHA shall not automatically deny admission to any group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine. (Required, 24 CFR § 960.205)

5. AMHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, AMHA will make structural modifications to its housing and non-housing facilities (Required, 24 CFR §§ 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations in its procedures or practices (Required, 24 CFR § 100.204) to permit people with disabilities to take full advantage of the AMHA's housing program and non-housing programs.

- (a) In making reasonable accommodations or structural modifications to existing housing programs (See 24 CFR § 8.24) or in carrying out Other Alterations [See 24 CFR § 8.23(b)] for otherwise qualified persons with disabilities, AMHA is not required to:
  - (i) Make each of its existing facilities accessible [24 CFR § 8.24 (a) (1)] ; or make structural alterations when other methods can be demonstrated to achieve the same effect; [24 CFR § 8.24 (b)]
  - (ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)]
  - (iii) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]
  - (iv) Take any action that would result in a fundamental alteration in the nature of the program; [24 CFR § 8.24 (a) (2)] or
  - (v) Take any action that would result in an undue financial and administrative burden on the Authority. [24 CFR § 8.24 (a) (2)]
- (b) When the AMHA is making substantial alterations (defined in 24 CFR § 8.23 as Comprehensive Modernization or work in developments with 15+ units, work whose value exceeds 75% of the replacement cost of the facility) to an existing housing facility AMHA is not required to:
  - (i) Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level; [24 CFR § 8.26]

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<sup>2</sup> Except that AMHA is obliged to offer reasonable accommodations to applicants with disabilities. This will not affect AMHA's screening or eligibility standards, but it might require AMHA to revise its procedures or practices in carrying out those standards.

<sup>3</sup> This requirement applies to services provided by AMHA and services provided by others with AMHA's permission on public housing property. Thus, a health screening program offered by the local health department in a public housing community room would have to be fully accessible to persons with disabilities.

(ii) Make structural alterations that require the removal or altering of a load-bearing structural member; [24 CFR § 8.32 (c)] or

(iii) Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable. Structural impracticability is defined as: Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of 50% or more of the value of the element of the building or facility involved. [24 CFR § 8.32 (c) and § 40, Uniform Federal Accessibility Standards, 3.5 and 4.1.6(3)]

Note that the undue burdens test is not applicable to housing undergoing substantial alteration.

6. AMHA will not permit these policies to be subverted to do personal or political favors. AMHA will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list. [Required, 24 CFR § 906. 204 (a)(3)(ii)]

## **B. Accessibility and Plain Language**

1. Facilities and programs used by residents must be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms and so on must be usable by residents with a full range of disabilities. If none of these facilities are already accessible (and located on accessible routes), some<sup>4</sup> must be made so, subject to the undue financial and administrative burden test. (Required, 24 CFR § 8.20 and 8.21)

2. Documents used by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (Required, 24 CFR § 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English as needed<sup>5</sup>.

3. Some aspects of eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated, but AMHA will present examples to help applicants and residents understand the issues involved. In writing materials for applicants and residents, AMHA staff will keep in mind that mental retardation, learning disabilities and cognitive disabilities may affect the applicant's ability to read or understand – so rules and benefits may have to be explained verbally, perhaps more than once. (Required, 24 CFR § 8.6)

4. At the point of initial contact with all applicants, AMHA staff will ask whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include:

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<sup>4</sup> It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

<sup>5</sup> 24 CFR § 5.505 requires that any notice or document relative to citizen or eligible immigration status, where feasible, be provided to an applicant or tenant in a language that is understood by the individual if the individual is not proficient in English. In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

sign language interpretation; having materials explained orally by staff, either in person or by phone; large type materials; information on tape; having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials; permitting applicants to file applications by mail; and permitting alternative sites for application taking. (Required, 24 CFR § 8.6)

5. Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain what is going on. AMHA is not required to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired [Required, 24 CFR § 8.6] because the Fair Housing law makes no such requirement).

6. At a minimum, AMHA will prepare the following information in plain-language accessible formats:

- Marketing, promotional and informational materials
- Information about the application process
- How rents and utility allowances are determined
- The application form and required certifications
- All form letters and notices to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules, if any
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (to informal hearings, etc.)

## II. Eligibility for Admission and Processing of Applications

### A. Affirmative Marketing

1. AMHA will conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will consider the level of vacancy in the AMHA's units, any disparity in incomes between developments, availability of units through turnover, and waiting list population characteristics. AMHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts. All marketing efforts will include outreach to those least likely to apply (Affirmative Marketing Requirement).

2. Marketing and informational materials will be subject to the following:

- (a) Marketing materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc. [Required, 24 CFR §109.30(a)];
- (b) Marketing will describe the housing units, application process, waiting list and preference structure accurately;
- (c) Marketing will use clear and easy to understand terms;
- (d) Agencies that serve and advocate for potentially qualified applicants least likely to apply (e.g. the disabled) will be contacted to ensure that accessible/adaptable units are offered to applicants who need their features;
- (e) Marketing materials will make clear who is eligible: low income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- (f) AMHA will be clear about its responsibility to provide reasonable accommodations to people with disabilities.

### B. Qualification for Admission

1. It is AMHA's policy to admit only qualified applicants<sup>6</sup>.

2. An applicant is qualified if he or she meets all of the following criteria:

- (a) Is a family as defined in Section XII of this policy;
- (b) Meets the HUD requirements on citizenship or immigration status; [Required, 24 CFR § 5.5 Subpart E]
- (c) Has an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in AMHA offices.

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<sup>6</sup> The term "qualified" refers to applicants who are eligible and able to meet the applicant selection standards. This term is taken from the 504 regs: **24 CFR § 8.3** Definition of qualified individual with handicaps. Eligibility is a term having specific meaning under the Housing Act of 1937. In order to be eligible, a family must meet four tests: (1) they must meet HA's definition of family; (2) have an Annual Income at or below program guidelines; (3) each family member, age 6 or older, must have a social security number or certify that he/she has no number; and (4) each family member receiving assistance must be a citizen or non-citizen with eligible immigration status per **24 CFR § 5.5**.

- (d) Provides documentation of Social Security numbers for all family members, age 6 or older, or certifies that they do not have Social Security numbers; [Required, 24 CFR § 5.216] and
- (e) Meets or exceeds the Applicant Selection Criteria set forth in Section II. F. of these policies [Required, 24 CFR § 960.205], including attending and successfully completing a AMHA-approved pre-occupancy orientation session;.

### C. Waiting List Management

1. It is the policy of AMHA to administer its waiting list as required by the regulations at 24 CFR §§ 5.4, 5.5, 5.6, 960.201 through 960.215).

#### 2. Opening and Closing Waiting Lists

- (a) AMHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. AMHA may open or close the list for persons with a high preference category, or by unit size or type available. See (c) below [Required, 24 CFR § 5.410].
- (b) For any unit size or type, if the AMHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, AMHA may elect to: (a) close the waiting list completely; (b) close the list during certain times of the year; or (c) restrict intake by preference, type of project, or by size and type of dwelling unit [Required, 24 CFR 5.410].
- (c) Decisions about closing 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 preference, and the ability of AMHA to house an applicant in an appropriate unit within a reasonable period of time (between twelve and eighteen months). A decision to close the waiting lists, restricting intake, or opening the waiting lists will be publicly announced.
- (d) During the period when the waiting list is closed, AMHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

#### 3. Determining if the Waiting List may be Closed

AMHA will use its Procedure on Opening and Closing the Waiting List<sup>7</sup> to determine whether the waiting list(s) may be closed.

#### 4. Updating the Waiting List

- (a) Beginning in April of 2001 AMHA will update each waiting list sublist (by unit type and BR size) at least once a year by contacting all applicants in writing<sup>8</sup>.

If, after one attempt in writing<sup>9</sup>, no response is received, AMHA will attempt to contact the individual by telephone before deleting the applicant from the waiting list.

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<sup>7</sup> This policy refers to written procedures that cover, in this case, the closing of the waiting list. References to other administrative procedures is made periodically in the text of this policy. These procedures are separate documents that describe the work steps necessary to implement the policy choices made in this document. The procedures are for use by staff and may be modified or amended as needed without Board approval.

<sup>8</sup> Or by the method designated at initial application by applicants with disabilities.

At the time of initial intake, AMHA will advise families of their responsibility to notify the AMHA when their circumstances, mailing address or phone numbers change.

- (b) AMHA will not remove an applicant's name from the waiting list except in accordance with its **Procedure on Updating the Waiting List and Removing Applications**.

#### 5. Change in Preference Status While on the Waiting List

- (a) Families on the waiting list who did not qualify for a local or ranking preference when they applied may experience a change in circumstances that qualifies them for a preference. In such instances, it will be the family's duty to contact AMHA so that their status may be recertified or, depending on application processing status, reverified. Applicants whose preference status changes while they are on the waiting list will retain their original date and time of application.
- (b) To the extent that AMHA determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application.

#### D. Processing Applications for Admission

1. AMHA will accept and process applications in accordance with applicable HUD Regulations and AMHA's **Procedure on Taking Applications and Initial Processing**. AMHA will work on the assumption that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be subject to verification later in the application process.

#### 2. Interviews and Verification Process

As applicants approach the top of the waiting list, they will be contacted and requested to come to the AMHA Occupancy Office for an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or who cannot be contacted to schedule an interview will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

- (a) The following items will be verified according to AMHA's **Procedure on Verification**, to determine qualification for admission to AMHA's housing:
  - (i) Family composition and type (Elderly/Disabled/near elderly /non-elderly)
  - (ii) Annual Income
  - (iii) Assets and Asset Income
  - (iv) Deductions from Income
  - (v) Preferences
  - (vi) Social Security Numbers of all Family Members Age 6+
  - (vii) Information Used in Applicant Screening
  - (viii) Citizenship or eligible immigration status of all family members

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<sup>9</sup> The first written communication will be sent by first class mail, the second written communication will also be sent by first class mail.

- (b) Third party written verification is the preferred form of documentation to substantiate applicant or resident claims. When it is not possible to obtain third party written verification, AMHA may also use (1) phone verifications with the results recorded in the file, dated, and signed by AMHA staff, (2) review of documents, and, if no other form of verification is available, (3) applicant certification. Applicants must cooperate fully in obtaining or providing the necessary verifications.
- (c) Verification of eligible immigration status shall be carried out pursuant to 24 CFR § 5.5. Citizens are permitted to certify to their status.

3. Applicants reporting zero income will be asked to complete a family expense form. The form will ask applicants to document how much they spend on food, transportation, health care, child care, debts, household items, etc. and what the source of income is for these expenses. The form is designed to capture regular cash and non-cash contributions to the family from persons outside the household. (If a “zero income” family is admitted, redeterminations of income will be performed every 60 days and be referred to any self-sufficiency programs administered by the AMHA. See Section 3. C, Periodic Reexaminations, of this policy.)

4. AMHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; The applicant's race and ethnicity; the determination by AMHA as to eligibility or ineligibility of the applicant; when eligible, the unit size(s) for which eligible; the preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected. [Required, 24 CFR § 85.42]

#### E. The Preference System

1. It is AMHA's policy that a preference does not guarantee admission. Preferences are used to establish the order of placement on the waiting list. Every applicant must still meet AMHA's Resident Selection Criteria (described later in this policy) before being offered a unit.

2. Factors other than preferences that affect the selection of applicants from the waiting list [Required, 24 CFR § 5.410 (d)]

Before applying its preference system, AMHA will first match the characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission of families to those households whose characteristics “match” the characteristics and features of the vacant unit available.

By matching unit and family characteristics, it is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with a higher preferences (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference).

Factors other than the preference system that affect applicant selection for unit offers are described below:

- (a) When selecting a family for a unit with accessible features, AMHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing tenant families seeking a transfer and second preference will be given to applicant families.

If no family needing accessible features can be found for a unit with accessible features, AMHA will house a family not needing the unit features, subject to the requirement in the Tenant Selection and Assignment Plan, under which 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.

- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, AMHA will give a priority to elderly, disabled or near elderly families as described later in this section.
- (c) When selecting a family for a unit in a mixed population development (a property that houses both elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well), AMHA will give a priority to elderly families and disabled families as described later in this section.
- (d) When selecting a single person at a Mixed Population development, elderly, disabled or displaced single persons have priority over singles who are not elderly, disabled or displaced regardless of preferences. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units. [Required, 24 CFR § 960.407]

Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease), meet the definitions of the preferences described below.

### 1. Local Preference

There is one local preference in effect based on ranges of income. Applicants will be grouped as follows:

- Tier I: Families with incomes between 0% and 30% of area median income (this group must constitute at least 40% of all admissions in any year);
- Tier II: Families with incomes between 31% and 80% of area median income (the target for this group is 60% of all admissions in any year); and

At least 40% of all applicants admitted in any year must be applicants from Tier I. This is a requirement of the Quality Housing and Work Responsibility Act of 1998.

### 1. Ranking Preference

There are two possible ranking preferences in effect: first is the Displacement Preference, and second is the Working Family Mobility Preference (as defined in Section XII). AMHA's Procedure on Unit Offers and Applicant Placement will be used to order the Waiting List and make unit offers.

Families that qualify for neither the Displacement nor the Working Family preferences will be categorized as families with no preference.

### 2. Mixed Population Buildings Local Preference

In addition to the Income Tier preference, which applies to all AMHA's developments, AMHA elects to retain the former Federally mandated priority for single persons who are elderly, persons with disabilities, or persons displaced by governmental action over all other single persons when filling vacancies in its Mixed Population buildings.

### 3. Method of Applying Preferences

To ensure that AMHA admits the statutorily required 40% of applicants per year with incomes in Tier I and, at the same time, does not create concentrations of families by income at any of its properties, AMHA will rank applicants within both income tiers as Displacement, Working Family or no-preference. Four out of every ten applicants admitted will be from Tier I. If there are insufficient applications among the Tier I Displacement preference holders, Tier I Working Family preference holders will be selected. If there are insufficient Working Family preference holders, staff will make offers to the applicants with no preference in Tier I. Within each of the ranking preference categories, offers will be made by oldest application or, if applications are lotterized, the lowest lottery number. [See 24 CFR § 960.211 (b)] The remaining six out of every ten applicants admitted, will be from Tier II, subject to the same ranking preferences sorted by application date and time or lottery number.

- (a) AMHA will house applicants from Tiers I and II on the waiting list by selecting first from the Displacement applicants, then from Working Family applicants within each Tier, and then, if the Working Family applications are exhausted, by selecting from the No-preference applicants within each Tier.
- (b) AMHA will also offer units to existing residents on the transfer list. Some types of transfers are processed before new admissions and some types of transfers are processed with new admissions, using a ratio set forth in the Tenant Selection and Assignment Plan (TSAP). Transfers do not count toward the 40% Tier I requirement.
- (c) AMHA will neither hold units vacant for prospective applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.

## 6. Definition of Displacement and Working Family Preference

AMHA defines Displacement Preference to include applicants who can document that they have been displaced by a natural disaster declared by the President of the United States, or displaced, through no fault of their own by governmental action or domestic violence, or currently living in a recognized shelter for homeless individuals or families

Working Family preference will include all applicants with adult members who can document that they are employed. Additionally, persons who cannot work because of age (age 62 years or older) or disability qualify for this ranking preference.

Although the Working Family preference has several subcategories, the subcategories will not be combined or aggregated in any way. Applicants will be considered for admission based on any one of the subcategories in which they qualify. Thus, an applicant whose family includes two members with Working Family preferences does not rank any higher than a family that has only one member qualifying for the Working Family preference.

## 7. Withholding Preferences

As required by law, AMHA will withhold a preference from an applicant if any member of the applicant family is a person evicted from housing assisted under the 1937 Housing Act during the past three years because of drug-related or criminal activity that threatens the health, safety or peaceful enjoyment of other residents or AMHA staff. [Required, 24 CFR § 5.410 (a) (3)] AMHA may grant an admissions preference in any of the following cases:

- (a) If AMHA determines that the evicted person has successfully completed a rehabilitation program approved by AMHA;
- (b) If AMHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity; or
- (c) If AMHA determines that the evicted person no longer participates in any drug-related or criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants or staff of AMHA.

## 8. Designated Housing

The preference system described above will work in combination with requirements to match the characteristics of the family to the type of unit available, including developments with HUD-approved designated populations, if any. When such matching is required or permitted by current law, AMHA will give preference to the families described below. The ability to provide preferences for some family types will depend on unit size available.

- (a) **Projects designated for the elderly:**<sup>10</sup> Elderly families will receive a priority for admission to units or buildings covered by a HUD-approved Designation Plan.  
When there are insufficient elderly families on the waiting list, near-elderly families (head or spouse ages 50 to 61) will receive a priority for this type of unit.
- (b) **Projects designated for disabled families:**<sup>11</sup> Disabled families will receive a priority for admission to units or buildings that are covered by a HUD-approved Designation Plan.
- (c) **Mixed population Projects:**<sup>12</sup> Elderly families, disabled families and families displaced by governmental action will receive equal priority for admission to such units.  
All elderly, disabled or displaced applicants who are single persons shall be admitted before single persons who are not elderly, disabled nor displaced.
- (d) **General Occupancy Projects:** The priority for elderly and disabled families and displaced persons over single persons does not apply at General Occupancy Properties.

## 9. Administration of the Preferences

- (a) Depending on the time an applicant may have to remain on the waiting list, AMHA will either verify preferences at the time of application (when there is no waiting list or the waiting list is very short) or require that applicants certify to their qualification for a preference at the time of pre-application (when the wait for admission exceeds four

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<sup>10</sup> This reference is to buildings or portions of buildings designated for the elderly by following HUD's requirements. Designation of housing for the elderly requires the preparation of a designated housing plan. The plan must be presented to HUD for review and approval.

<sup>11</sup> Buildings, floors and units can also be designated for disabled families, also by following the HUD requirements. This entails preparing a designated housing plan noting which buildings (if any) will be set aside for disabled families. HUD approval is required for the plan.

<sup>12</sup> A mixed population project is a property (or portion of a property) that was: reserved for elderly and disabled families at its inception and has retained that character; or the AMHA obtained HUD approval to retain the property for elderly and disabled families. These projects were formerly known as elderly projects.

months). Verification of preferences is one of the earliest steps in processing waiting list families for admission. Preference verifications shall be no more than 120 days old at the time of certification.

- (b) At the time of pre-application, AMHA will obtain the family's certification that it qualifies for a preference. Between pre-application and the application interview, the family will be advised to notify AMHA of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that self-certify to a preference at the time of pre-application and cannot verify current preference status at the time of certification will lose their preference status and their position on the waiting list. Families that cannot qualify for any of the preferences will be moved into the No-preference category, and to a lower position on the waiting list based on date and time of application.
- (e) Families that claim a preference at pre-application, but do not qualify for a preference at the time of application interview, will be notified in writing and advised of their right to an informal meeting as described below. If otherwise qualified, the family's application will then be placed on the waiting list in the appropriate No-preference category.

#### 10. Notice and Opportunity for a Meeting [Required, 24 CFR § 960.211 (e)]

If an applicant claims but does not qualify for a preference, the applicant can request a meeting:

- (a) AMHA will provide a written notice if an applicant does not qualify for a preference. This notice shall contain: a brief statement of the reasons for the determination, and a statement that the applicant has the right to meet with AMHA's designee to review the determination.
- (b) If the applicant requests the meeting, AMHA shall designate an officer or employee to conduct the meeting. This person(s) can be the person who made the initial determination or reviewed the determination of his or her subordinate, or any other person designated by the AMHA. A written summary of this meeting shall be made and retained in the applicant's file.
- (c) The applicant will be advised that he/she may exercise other rights if the applicant believes that illegal discrimination, based on race, color, national origin, religion, age, disability, or familial status has contributed to the AMHA's decision to deny the preference.

#### F. Applicant Selection Criteria

1. It is AMHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR § 960) and sound management practices. During screening, AMHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

- (a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) to care for and avoid damaging the unit and common areas;
- (c) to use facilities and equipment in a reasonable way;

- (d) to create no health, or safety hazards, and to report maintenance needs;
- (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; and
- (g) to comply with necessary and reasonable rules and program requirements of HUD and the AMHA.

2. How AMHA will check ability to comply with essential lease requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with AMHA's **Procedure on Applicant Screening**. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the AMHA.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:
  - (i) Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare; [Required, 24 CFR § 960.205 (b)]
  - (ii) Adversely affect the physical environment or financial stability of the project; [Required, 24 CFR § 960.205 (b)]
  - (iii) Violate the terms and conditions of the lease; [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
  - (iv) Require services from AMHA staff that would alter the fundamental nature of AMHA's program. [See 24 CFR § 8.3 Definition: Qualified individual with handicaps]
- (c) AMHA will conduct a detailed interview of all applicants using a pre-application completed by the applicant. The pre-application is part of the screening procedures (**Screening Procedure**) used in support of this policy. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification. [Required, 24 CFR §960.206 (a) &(b)]
- (d) AMHA will complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to AMHA or any other housing authority is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. AMHA will reject an applicant for unpaid balances owed AMHA by the applicant for any program that AMHA operates. AMHA expects these balances to be paid in full (either in a lump sum or over time while on the waiting list) before initiating the full screening process. AMHA will not make offers to families who owe back balances. [See 24 CFR § 960.205 (b)(1)]

- (f) AMHA will complete a criminal background check on all adult applicants or any member for whom criminal records are available. [24 CFR § 960.205 (b)(3)]
- (g) AMHA will complete a home visit on all applicants.<sup>13</sup> Housekeeping inspections will be used to determine whether the applicant's housekeeping would contribute to health or sanitation problems. AMHA staff completing the home visit must consider whether the conditions they observe are the result of the applicant's treatment of the unit or whether they are caused by the unit's overall substandard condition.
- (i) Housekeeping criteria shall include, but not be limited to:
- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
  - Cleanliness in each room; and
  - General care of appliances, fixtures, windows, doors and cabinets.
- (ii) Other AMHA lease compliance criteria will also be checked, such as:
- Evidence of destruction of property;
  - Unauthorized occupants;
  - Evidence of criminal activity; and
  - Conditions inconsistent with application information.
- (iii) All applicants shall have at least two days' advance notice of Home Visits.
- (iv) The purpose of the Home Visit is to obtain information to be used in determining the applicant's compliance with Applicant Screening Criteria.
- (h) All applicants are required to attend and complete AMHA's Home Management Seminar.
- (i) AMHA's examination of relevant information respecting 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 utility bills. [Required, 24 CFR § 960.205 (b) (1)]
  - A record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors. [Required, 24 CFR § 960.205 (b) (2)]
  - Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development. [Required, 24 CFR § 960.205 (b)(3) & the Anti-Drug Act of 1988]

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<sup>13</sup> If AMHA is unable to perform home visits on all applicants, AMHA may elect to perform home visits only on applicants who have passed the criminal background check or on applicants whose landlord references are marginal.

- 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 AMHA's lease. [24 CFR § 8.2 Definition: Qualified Individual with Handicaps]
- (j) 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 rejection. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.
- (k) Applicants must be able to demonstrate the ability and willingness to comply with the terms of AMHA's lease, either alone or with assistance that they can demonstrate they have or will have at the time of admission.<sup>14</sup> [24 CFR § 8.2 Definition: Qualified Individual with Handicaps] Availability of assistance is subject to verification by AMHA.

### 3. Screening applicants who claim mitigating circumstances

- (a) If negative information is received about an applicant, AMHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into AMHA's screening assessment of the applicant, mitigating circumstances must be verifiable. [Required, 24 CFR §960.205(d)]
- (b) Mitigating circumstances<sup>15</sup> are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified, 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 applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that the mitigating circumstances relate to a change in disability, medical condition or course of treatment, AMHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. AMHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances claimed by the applicant or, in the case of a person with disabilities, to verify a reasonable accommodation.

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<sup>14</sup> Applicants whose landlord, financial, criminal and other references demonstrate that they are already willing and able to comply with lease terms in their existing housing will be considered to have met this criterion, whether or not they are disabled. Applicants whose housing situations make it difficult for AMHA to determine whether or not they are able and willing to comply with lease terms (e.g. because they are homeless, are living with friends or relatives, or have other non-traditional housing circumstances) will have to demonstrate ability and willingness to comply with lease terms whether or not they are disabled.

<sup>15</sup> The discussion of mitigating circumstance in this paragraph is applicable to all applicants. AMHA is required by regulation to consider mitigating circumstance, see 24 CFR § 960.205 (d) (1).

- (d) Examples of mitigating circumstances might include: [Required, 24 CFR § 960.205 (d)],
  - (i) Evidence of successful rehabilitation;
  - (ii) Evidence of the applicant family's participation in social service or other appropriate counseling service; or
  - (iii) Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. AMHA will consider such circumstances in light of:
  - (i) the applicant's ability to verify the claim of mitigating circumstances and his/her prospects for improved future behavior;
  - (ii) the applicant's overall performance with respect to all the screening requirements; and
  - (iii) the nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

#### 4. Qualified and Unqualified Applicants

- (a) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the applicant as a family; [Required, 24 CFR § 5.403]
  - (ii) Eligibility of the applicant with respect to income limits for admission; [Required, 24 CFR § 5.603]
  - (iii) Eligibility of the applicant with respect to citizenship or eligible immigration status; [24 CFR § 5.5]
  - (iv) Unit size required for and selected by the family;
  - (v) Preference category (if any) to which the family is entitled; [24 CFR § 5.4] and
  - (vi) Qualification of the applicant with respect to the Applicant Selection Criteria. [Required, 24 CFR § 960.205]
- (b) Families determined to be qualified will be notified by AMHA of the approximate date of occupancy insofar as that date can be reasonably determined. [Required, 24 CFR § 960.207(b)] However, the date stated by AMHA is just an estimate and does not mean that applicants should necessarily expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon many factors AMHA does not control, such as turnover rates, and market demands as they affect bedroom sizes and project location. [Required, 24 CFR § 960.207 (b)]
- (c) Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Ineligibility from AMHA, stating the basis for such determination. AMHA shall provide such applicants with an opportunity for informal review of the determination as described in **Procedure for Informal Hearing for Rejected Applicants**. The informal hearing for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process. [Required, 24 CFR § 960.207(a)]

- (d) Applicants known to have a disability that are 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 or reasonable accommodations will make it possible for them to be housed in accordance with the Screening Procedures.

**G. Occupancy Guidelines**

1. Units shall be occupied by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them both from excessive wear and tear and under-utilization. It is also fully compliant with HUD rules related to Occupancy Standards.

**Minimum and Maximum-Number-of-Persons-Per Unit Standard**

<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	4	8

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- (c) Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family if both are under the age of six.
- (d) An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one bedroom unit. In determining unit size, AMHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- (e) A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.
- (f) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned one or two bedroom units.

2. The Local Housing Code of two persons per bedroom will be used as the standard for the smallest unit a family may be offered. Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels. The AMHA must make the case that such occupancy levels will not have the effect of discriminating on the basis of familial status.

3. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

4. When a family applies for housing, and each year when the waiting list is updated, some families will qualify for more than one unit size. Both at application and at update, the applicant family must choose the waiting sublist corresponding to one of the unit sizes for which they qualify. Factors that might affect the family's decision could include cultural standards, length of time the family would have to wait for smaller vs. larger units, and the age, relationship and gender of family members. Based on the family's choice, they will be placed on the appropriate waiting sublist by unit size.

The family (not the AMHA) decides which size of unit they wish to be listed for (corresponding to the smallest, largest or a unit in between, for which they qualify).

5. When a family is actually offered a unit, if they no longer qualify for the unit size corresponding to the waiting sublist, they will be moved to the appropriate sublist, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

6. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

7. **IMPORTANT:** The unit size standards shall be discussed with each applicant family that qualifies for more than one unit size. Families will also be informed about the status and movement of the various

waiting lists and sublists maintained by AMHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the largest unit size standard (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size or circumstances change. The AMHA shall change the family's sublist at any time while the family is on the waiting list at the family's request.

### III. Tenant Selection and Assignment Plan

#### A. Organization of the Waiting List

##### 1. Community-wide Waiting List

It is AMHA's policy that each applicant shall be assigned his/her appropriate place on a single community-wide waiting list in sequence based upon:

- type and size of unit needed and selected by the family (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
- applicant preference or priority, if any; and
- date and time the application is received.

AMHA will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

If the AMHA elects to operate Site-based Waiting Lists, the application for such lists shall be a part of the AMHA's Annual Plan. All current applicants for the developments selected for Site-based Waiting Lists will be given an opportunity to list up to three developments where they would accept a unit offer or to opt for the "first available" unit offer. Thereafter, new applicants would have the same opportunity to select up to three developments or "first available" unit offer. "Once the initial site based lists are established all applicants will be informed of the length of each list and have an opportunity when their application is updated to change their site selection.

#### B. Unit Offers to Applicants

1. The plan for assignment of dwelling units to assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability or familial status is PLAN "A" with modifications as described below. Under Plan A, the first qualified applicant in sequence on the waiting list is made one offer of a unit of appropriate size and type. The applicant will be given a choice of the unit that has been vacant the longest. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is or will be ready for move-in first. "Ready for move-in" means the unit has no Housing Quality Standard deficiencies and is broom clean.

2. If the applicant declines this choice, he/she will be given one additional choice of location. This location will be the next available unit that based on the length of time it has been vacant. If the applicant refuses two offers, he/she will be placed at the bottom of the waiting list for housing.

3. AMHA will first match the characteristics of the unit available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any limitations on admission because of designated housing (if applicable). Preferences, if any, will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the earliest offer.

4. Further, in the selection of a family for a unit with accessible features, AMHA will give preference to families that include a person with disabilities who can benefit from the unit features.

5. In selecting applicants for offers of units, AMHA will take into account any local preferences that may be properly adopted following the statutorily required public hearing. In determining what local preferences

to adopt, AMHA must consider the requirements of the Quality Housing and Personal Responsibility Act of 1998 and local housing needs and conditions.

6. The local preferences, if any, described above will be a factor in most admissions, although there may be instances (e.g. a unit with accessible features is ready and no applicant in the targeted preference group needs the features) when the AMHA will make an offer to an applicant who does not qualify for a local preference. Certain types of transfers will also be processed with new admissions. See Section F. for the ratio of transfers to new admissions.

7. The applicant must accept the vacancy offered within 2 working days of the date the offer is communicated (by phone, mail, or the method of communication designated by the applicant) or be removed from the waiting list. (See good cause discussion below).

#### 8. Due Process Rights for Applicants

To ensure that filling vacant units occurs in a timely manner, it is necessary to have a waiting list that is complete and accurate. While it is the responsibility of each applicant to keep AMHA apprised of any changes in his/her address, phone number, family income or other family circumstances, no applicant on the waiting list, now or in the future, shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria<sup>16</sup>; or
4. The application is withdrawn because the AMHA attempted to contact the applicant for an annual waiting list update, to schedule a meeting or interview, to offer or show a unit, or for some other reason, and was unable to contact the applicant.

In attempting to contact an applicant, the following two methods shall be undertaken before an application may be withdrawn:

- The applicant will be sent a letter by first class mail to the applicant's last known address, asking the applicant to contact AMHA<sup>17</sup> either by returning the Waiting List Update or in person, bringing proof of identity;
- If the applicant does not respond within five working days from the date when the AMHA mails the letter, the AMHA will attempt to contact the applicant by telephone by the numbers given on the application;

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<sup>16</sup> All rejected applicants are entitled to a complete explanation of the reason for their rejection and an informal hearing at which they may present reasons why they should not be rejected. See the Procedure on Informal Hearings for Rejected Applicants.

<sup>17</sup> Except that AMHA shall contact persons with disabilities according to the methods such individuals have previously designated. Such methods of contact could include verbal or in-person contact or contacting relatives, friends or advocates rather than the person with disabilities.

- If an applicant contacts AMHA as required within any of the deadlines stated above, he/she shall be reinstated at the former waiting list position.
  - When AMHA is unable to contact an applicant by first class mail to schedule a meeting, or interview or to make an offer, AMHA drop their name from the waiting list. The applicants next in sequence will be processed.
1. Persons who fail to respond to AMHA attempts to contact them because of situations related to a disability shall be entitled to reasonable accommodation, provided that the situation can be verified to be related to a disability. In such circumstances AMHA shall reinstate these individuals to their former waiting list positions.
  2. Families whose applications are withdrawn or rejected as described above can only be placed on the waiting list again by applying for housing at a time that the waiting list is open. were withdrawn for refusing. In these cases, they will have a new date and time of application.

#### D. Good Cause for Applicant Refusal of Unit Offer

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents to the satisfaction of AMHA, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of “good cause” for refusal of an offer of housing include, but are not limited to:
  - The unit is not ready for move-in at the time of the offer of housing. “Ready for move-in” means the unit has no Housing Quality Standard deficiencies and is broom clean. If an applicant refuses a unit because it is not ready for move-in, the applicant will be offered the next unit that is ready for move-in;
  - The unit is inaccessible to source of employment, education, or job training, children’s day care, or educational program for children with disabilities<sup>18</sup>, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
  - The family demonstrates to AMHA’s satisfaction that accepting the offer will place a family member’s life, health or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
  - A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final application) or live-in aide necessary to the care of the principal household member;
  - The unit is inappropriate for the applicant’s disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30 day notice to move; or
  - An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or

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<sup>18</sup> If the applicant has a child participating in such a program.

- The applicant is serving in a sequestered jury at the time of the unit offer.
2. The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list. (In effect, the family's application will remain at the top of the waiting list until the family receives an offer for which they have no good cause refusal.)
  3. AMHA will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or refusal, including the reason for the refusal.

#### D. Dwelling Units with accessible/adaptable features

1. Before offering a vacant accessible unit to a non-disabled applicant, AMHA will offer such units:
  - First, to a current occupant of another unit of the same development, or other public housing developments under AMHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
  - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, AMHA will require the applicant to sign an agreement to move to an available non-accessible unit within 30 days when either a current resident or an applicant with a disability needs the unit. This requirement is also reflected in the lease agreement signed with the applicant.

#### E. Leasing and Occupancy of Dwelling Units

Applications for admission and transfer will be processed centrally. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made from the central office. Offers may be made in person, in writing or by phone from the central office or the development

#### F. Transfers

AMHA has five possible types of transfers: Emergency, Administrative - Category 1, Category 2 and Category 3, and Incentive<sup>19</sup> transfers. The definition of each type of transfer is found in the Transfer section of the Admissions and Occupancy Policy.

1. Emergency and Category 1 and 2 administrative transfers and Incentive transfers will take priority over admissions. Category 3 administrative transfers will be processed at the rate of four admissions to each transfer. The specific definitions of each type of transfer are covered in Section V, Transfers, below.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in Section C above without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause may be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination.

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<sup>19</sup> If the AMHA has no units appropriate for Incentive Transfers, but such units are developed or acquired in the future, this policy will be activated by Board resolution.

4. Tenants are entitled to use the AMHA Grievance Procedure if they are refused the right to transfer or if AMHA is requiring them to transfer and they do not want to do so.

## IV. Leasing Policies

### A. General Leasing Policy

1. All units must be occupied pursuant to a lease that complies with HUD's regulations [Required, 24 CFR § 966].
2. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a resident family and by the Executive Director or other authorized representative of AMHA, prior to actual admission. [24 CFR § 966.4 (p)]
3. Changes in family composition, income, or status between the time of the interview with the applicant and the showing of the unit, or between annual reexaminations will be processed centrally. Managers shall work with AMHA's central office to forward necessary information and coordinate this activity with the applicant or resident family.
4. If a resident transfers from one AMHA unit to another, a new lease will be executed for the dwelling into which the family moves. [24 CFR § 966.4 (c)(3)]
5. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of the Housing Authority. [24 CFR § 966.4 (o)]
6. Residents must advise AMHA if they will be absent from the unit for more than 7 days. Residents are required to notify the manager and make arrangement to secure the unit and provide a means for AMHA to contact the resident in the event of an emergency. Failure to advise AMHA of an extended absence is grounds for termination of the lease.

### B. Showing Units Prior to Leasing

1. When offering units, AMHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. Staff making offers will be familiar with AMHA's housing sites. If the offer of a unit is preliminarily accepted by the applicant, the manager of the property will be advised of the offer and will contact the applicant to set up a date to show the unit. (Intake procedures are described more fully in **AMHA Procedure on Taking Applications and Initial Processing**.)
2. Once the unit is shown and the applicant accepts the unit, the occupancy staff will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant if possible. The form is then sent to central office for a "good cause" determination. **No lease will have an effective date before the unit is ready for occupancy.** [24 CFR § 966.4 (i)]
3. Managers will only show and lease units of the appropriate size. Families may choose to lease units of sizes between the largest and smallest unit for which they qualify. If a family opts to lease a unit smaller

than the largest unit for which they qualify, the family shall agree in writing to remain in that size unit until family size or circumstances require a larger unit.

If an exception to AMHA's largest unit standard is approved for the applicant, this information will be noted on the leasing packet sent to the manager. No exceptions will be granted to the smallest unit standard, since this would result in overcrowding.

**C. Occupancy, Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit. [24 CFR §§ 960.209 (b) and 966.4 9 (a)(2)] Except for natural births to or adoptions by family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit. This would include situations in which a resident is granted custody of a child or children not previously listed on the application or lease. Also included, would be situations in which a person (often a relative) came to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure. [24 CFR § 966.4 (f)(3) & (c)(2)] All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

2. Following receipt of a family's request for approval to add a new person or persons to the lease, AMHA will conduct a pre-admission screening of any proposed new adult members. The results of screening shall be used to determine whether the AMHA will approve admitting the new member.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are exempt from the pre-admission screening process, although the resident still needs prior permission from AMHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders.

3. Examples of situations where the addition of a family or household member is subject to screening are:

- (a) Resident plans to be married and files a request to add the new spouse to the lease;
- (b) Resident is awarded custody of a child over the age for which juvenile justice records are available;
- (c) Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
- (d) A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household; and
- (e) Resident is being considered for an Incentive Transfer.

4. Residents who fail to notify AMHA of additions to the household or who permit persons to join the household without undergoing screening are in violation of the lease. Such persons will be considered unauthorized occupants by AMHA and the entire household will be subject to eviction. [24 CFR § 966.4 (f)(3)]

5. Visitors may be permitted in a dwelling unit so long as the visitors have no previous history of behavior on AMHA premises that would be a lease violation. Visits of less than three days need not be reported to

or approved by the Manager. Visits of more than three and less than thirty days are permitted, provided they are reported to the Manager within 72 hours and authorized by the manager. Visits of more than 30 calendar days shall be authorized only by the Executive Director with advance documentation of extenuating circumstances. Visitors remaining beyond this period shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

6. In accordance with the lease, roomers and lodgers shall neither be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is ground for termination of the lease. [24 CFR § 966.4 (f) (2)]

7. Residents will not be given permission to allow a former resident of AMHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members over age 17 or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease. [24 CFR § 966.4 (f)(3)] The resident has the responsibility to report the move-out within 30 calendar days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant households for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship, or other extenuating circumstances shall be considered by AMHA in making determinations under this paragraph.

## V. Transfer Policy

### A. General Transfer Policy

1. It is AMHA's policy that transfers will be made without regard to race, color, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. [Required, 24 CFR § 100.5]
2. Residents will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the resident or other undesirable conditions as determined by the Executive Director or designee.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. The good cause standard applicable to new admissions shall apply to transfers.

### B. Types of Transfers

1. This policy sets forth several categories of transfers. Priority for transfer and the order in which families are transferred shall be subject to the hierarchy by category set forth below.

- (a) Emergency Transfers are mandatory when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by AMHA. Emergency transfers within sites or between sites may be made to: permit repair of unit defects hazardous to life, health, or safety; alleviate verified disability problems of a life threatening nature; or, based on threat assessment by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or neighborhood.

These transfers shall take priority over new admissions.

- (b) Category 1 Administrative transfers include mandatory transfers to: remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency); provide housing options to residents who are victims of hate crimes or extreme harassment; alleviate verified medical problems of a serious (but not life-threatening) nature; permit modernization or demolition of units; or permit a family that requires a unit with accessible features to occupy such a unit.

These transfers shall take priority over new admissions.

Requests for these transfers will be made to the manager. The Resident shall provide the necessary documentation to substantiate the need for such transfers. Transfers may also be initiated by AMHA (e.g. moving a person with mobility problems to a unit with accessible features).

- (c) Category 2 Administrative transfers are mandatory transfers within sites or between sites to correct serious occupancy standards problems (over or under the AMHA's standards) as described below.

These transfers will take priority over new admissions.

Category 2 transfers to correct occupancy standards will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the

household members over age 6 would equal more than two persons per bedroom. These transfers are mandatory.

If a family's size is between the smallest and largest size permissible for the unit, the family may request a transfer, but it shall be considered a Category 3 transfer.

- (d) Category 3 Administrative transfers are mandatory transfers within sites or between sites may be made to: correct and avoid concentration of the most economically and socially deprived families; correct occupancy standards (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms); or address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas.

**These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.**

- (e) Incentive Transfers: As described in detail below, Incentive Transfers are offered to new or recently modernized units, including townhouses, on a nondiscriminatory basis to residents with good rental histories.

**These transfers take priority over new admissions, with transfers being processed at the rate of three transfers to each admission.**

2. Whenever feasible, transfers will be made within a resident's area.

### C. Processing Transfers

1. A centralized transfer waiting list will be administered by the Occupancy Division. Managers are responsible for submitting requests for transfer including necessary documentation, to the Occupancy Manager or Public Housing Deputy Manager.

2. Transfers will be sorted into their appropriate categories by the Occupancy staff. Admissions will be made in the following order:

- First: Emergency transfers, then
- Category 1 Administrative Transfers,
- Category 2 Administrative Transfers,
- Incentive Transfers,
- Applicants, and, at a rate of four applicants to every transfer,
- Category 3 Administrative Transfers

Within each category, transfer applications will be sorted by the date the completed file (including any verification needed) is received from the manager.

3. Category 2 transfers to correct occupancy standards may be recommended at time of re-examination or interim redetermination. This is the only method used to determine over/under housed status.

4. Residents in a Category 2 over/under housed status will be advised in their 30 day "Notice of Result of Reexamination" that a transfer is recommended and that the family has been placed on the transfer list. Interviewers will record transfer recommendations in duplicate for each manager affected by the transfer.

5. When a head of a household, originally housed in a bedroom by him/herself, has or adopts a child, the family will not be approved for a Category 2 transfer until the child is two (2) years of age. Exceptions: spouse or partner returns to the unit, marriage takes place, or family decides to remain in the unit and the unit is large enough (using the smallest-unit standard) to accommodate the number of persons now in the household. (Other than for births or adoptions that occur during tenancy, AMHA's prior approval of additions to the household is required.)

6. Split-family transfers will be processed as Category 2 administrative transfers. Families that split into 2 "new" households may be transferred to two different units or a portion of the "old" household may be transferred to a single unit depending on family circumstances and unit availability. Options for split-family transfers will be considered in order to minimize the impact on vacant units. Such transfers will be made in a manner that best benefits AMHA.

7. Category 3 administrative transfers will be processed with new admissions using a ratio of 1 transfer for every 4 new admissions. This ratio is discretionary and will be reviewed at least annually to determine its effects on vacancy. Based on recommendations from staff, the Executive Director may authorize a change in this ratio or suspend the processing of this type of transfer.

#### **D. Good Record Requirement for Transfers**

1. In general, and in all cases of all resident-requested transfers, residents will be considered for transfers only if the head of household and any other family members for the past two years:

- (a) have not engaged in criminal activity that threatens the health and safety of residents and staff;
- (b) do not owe back rent or other charges, or evidence a pattern of late payment;
- (c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
- (d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).

2. Exceptions to the good record requirements will be made for emergency transfers or may be made when it is to AMHA's advantage (e.g. a single person is living alone in a three bedroom unit and does not want to move) to move forward with the transfer. The determination to make an exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

Absent a determination of exception, the following policy applies to transfers:

- (a) If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
- (b) A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection.

#### **E. Incentive Transfers**

1. Incentive transfers are offered to residents without regard to their race, color, national origin, religion, sex, disability or familial status, who have good rental histories and want to move to units other than those they currently occupy.

- (a) Incentive Transfers - AMHA may occupy recently modernized and scattered site units through incentive transfers. Depending on AMHA's vacant unit status, modernized units will be filled with incentive transfers, new applicants, or a combination of both. AMHA reserves the right to fill modernization units in a manner that has the least impact on vacant units.
- (b) Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. For a resident to be considered for an incentive transfer, the following conditions must be met:
  - (i) Residency in a AMHA development for a least three years.
  - (ii) No more than two repayment agreements, or unpaid balances at any time in the past two (2) years.
  - (iii) No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
  - (iv) Good housekeeping record.

1. Incentive transfers are Category 2 administrative transfers.
2. No exceptions will be granted to the good record requirement for incentive transfers.
3. A Manager's failure to process or recommend an Incentive Transfer is subject to the Grievance Procedure.

**F. Cost of Transfers**

1. Residents shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the manager may recommend that families be reimbursed their out-of-pocket expenses for an occupancy standards transfer in an amount not to exceed a reasonable moving allowance established by AMHA. Transfers requested or required by AMHA will be paid for or made by AMHA.

## VI. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

### 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 Section XII of this policy. (Note: For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under the age of 18.)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age 6 and older, each have Social Security numbers or have certifications on file indicating they have no Social Security number.

1. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent. [24 CFR § 5.5]
2. Who are in compliance with the AMHA's 8 hour per month community service requirements (applicable to certain adults who are neither elderly, disabled, working nor participating in qualifying educational or job training programs).

### B. Remaining Family Members and Prior Debt

1. As a party to the lease, remaining family members 18 years of age or older (other than the head or spouse) will be held responsible for arrearages incurred by the former head or spouse. AMHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.
2. Remaining family members under age 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

### C. Periodic Reexamination

1. Regular reexaminations: AMHA shall, at least once a year, re-examine the incomes of all resident families, except those paying Flat rents, for whom reexaminations of income will occur every three years. [24 CFR § 960.209 (a)]
2. Special Reexaminations: When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled every 60 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special reexamination(s). Special reexamination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. New Reexamination Date Following Income Disregard: When a family begins participating in a job training program or working following a job training program and their income is disregarded in accordance with HUD requirements, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disregard began.

4. Zero Income Families: Unless the family has income that is excluded for rent computation, families reporting zero income will have their circumstances examined every 60 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. The form will ask residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. Residents will then be asked how they pay for these items.

#### 5. Reexamination Procedures

- (a) At the time of reexamination, all adult members of the household will be required to sign an application for continued occupancy and other forms required by HUD.
- (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder. A credit check will be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.. [24 CFR § 960.206]
- (c) Verified information will be analyzed and a determination made with respect to:
  - (i) Eligibility of the resident as a family or as the remaining member of a family;
  - (ii) Unit size required for the family (using the Occupancy Guidelines); and
  - (iii) Rent the family should pay.
- (d) Residents with a history of employment whose regular reexamination takes place at a time that they are not employed will have income anticipated based on their past and anticipated employment. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.
- (e) Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy. [24 CFR § 5]
- (f) Families failing to respond to the initial reexamination appointment will be issued a final appointment within 30 days. Failure to respond to the final request will result in the family being sent a notice of lease violation and referred to the Housing Manager for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in termination of the lease. [24 CFR § 966.4 (c)(2)]

#### 6. Action Following Reexamination

- (a) 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. [24 CFR § 966.4 (c) & (o)]
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate unit when one becomes available. [24 CFR § 966.4 (c)(3)]

## VII. Interim Rent Adjustments: Fixed Rent System

### A. Rent Adjustments

1. Residents are required to report all changes in family income, composition or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, residents must report income decreases promptly.

2. AMHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. AMHA will simply make a note of the reported increase in the resident's file. AMHA will process interim changes in rent in accordance with the chart below:

<u>INCOME CHANGE</u>	<u>AMHA ACTION</u>
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days <sup>20</sup> . [24 CFR § 913.107] Increase in income following AMHA granting of interim rent decrease.	• AMHA will process an interim reduction in rent if the income decrease will last more than 30 days. AMHA will process an interim increase for income increases that follow interim rent reductions.
(b) Increase in earned income from the employment of a current household member.	• AMHA will defer the increase to the next regular reexamination.
(c) Increase in unearned income (e.g.COLA adjustment for social security).	• AMHA will defer the increase to the next regular reexamination.
(d) Increase in income because a person with income (from any source) joins the household.	• AMHA will process the change in family composition and income. The family will be given a 30 day written notice of any increase in rent..

(e) AMHA will process an interim increase in rent if it is found that the resident at an annual or interim reexamination has misrepresented the facts upon which the rent is based so that the rent the Resident is paying is less than the rent that he/she should have been charged. AMHA will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the Executive Director or his/her designee. [24 CFR § 960.206]

4. AMHA will process interim adjustments in rent in accordance with the following policy:

- (a) When a decrease in income is reported, and the Authority receives confirmation that the decrease will last less than 30 days, an interim adjustment will not be processed.

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<sup>20</sup> Decreases in income resulting from welfare fraud or from TANF cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions.

- (b) Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.

5. Residents granted a reduction in rent under these provisions will be required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until the circumstances cease or until it is time for the next regularly scheduled reexamination, whichever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decisions shall be included in the resident's folder.

#### B. Effective Date of Adjustments

Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change. Income decreases reported and verified before the tenant accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

2. Rent increases (except those due to misrepresentation) require 30 days notice and become effective the first of the second month.

#### C. Failure to Report Accurate Information

If it is found the resident has misrepresented or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with AMHA's dwelling lease. [24 CFR § 966.4 (c)(2)]

## VIII. Lease Termination Procedures

### A. General Policy: Lease Termination

It is AMHA's policy that no resident's lease shall be terminated except in compliance with applicable HUD regulations [24 CFR § 966.4 (l)(2)] and the lease terms.

### B. Notice Requirements

1. No resident shall be given a Notice of Lease Termination without being told by AMHA in writing the reason for the termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.

Certain actions receive an expedited Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or AMHA employees; and any drug-related criminal activity. [24 CFR § 966.4 (l)(3)]

2. Notices of lease termination may be served personally and posted on the apartment door.

3. The Notice shall include a statement describing right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

### C. Recordkeeping Requirements

A written record of every termination and/or eviction shall be maintained by AMHA, and shall contain the following information:

- Name of resident, race and ethnicity, number and identification of unit occupied;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

## IX. Utilities

In certain of AMHA's developments, residents may pay the cost of certain utilities directly to the supplier of utilities. When this is the case, resident rents are reduced by an Allowance for Utilities that is developed by AMHA in consultation with an energy consultant and the utility supplier and reviewed by HUD. [24 CFR § 965 & 966.4 (b)(2)]

### A. Resident-Paid Utilities

The following requirements apply to residents living in or applicants being admitted to developments with resident-paid utilities:

1. In developments with resident-paid utilities, each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
1. When a resident's Total Tenant Payment is less than the utility allowance, AMHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the resident or directly to a designated utility company on the resident's behalf. The amount and utility company assignment shall be based on the total amount of the utility reimbursement. Since water bills are the responsibility of the owner in the event a tenant does not pay or moves, the Authority will first designate payment to the City of Lima, Utilities Department. Remaining funds will normally be designated to be applied to the billing from the heat source.

The payment of utility reimbursements made directly to the utility companies on resident's behalf will be implemented after July 1, 2001 when agreements can be made with individual companies.

3. 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 utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that AMHA will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted and will receive a Notice of Rejection.
6. Paying the utility bill is the resident's obligation under the Authority's lease. Failure to pay utilities is grounds for eviction.

### B. Excess Utility Charges

1. Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances established that reflect the size and type of units and the actual equipment provided by the AMHA. Quarterly the check meters shall be read by the AMHA and each tenant charged for any consumption in excess of the utility allowance.
2. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

## X. Ceiling Rents/Flat Rents

### A. Intent and Purpose

Ceiling rents are intended to provide an incentive to remain in public housing to families whose incomes have increased to the point that an income-based rent (Total Tenant Payment as established in 24 CFR 5.613) is unreasonable for the housing being provided. Use of ceiling rent by AMHA is optional<sup>21</sup>. (See PIH Notice 96-5)

### B. Establishing Ceiling Rents

AMHA has established or will establish ceiling rents for all dwelling units inventory-wide. The actual ceiling rents used will equal the AMHA's Flat rents. Like Flat rents, ceiling rents are based on the market value of the AMHA's unit considering unit type, size, location or other characteristics that are unit-based.

AMHA retains the right to revoke or raise ceiling rents at any time after giving reasonable notice to the affected tenants.

### C. Calculating Ceiling Rents

1. AMHA will follow the procedures established by HUD for establishing Flat rents. AMHA will determine the minimum ceiling rents that can be charged for a unit.

### D. When the Resident Pays Ceiling Rent

Tenants in units where ceiling rents are in effect shall pay the lower of the ceiling rent as established in X.C above, or the income-based rent when their rent would otherwise increase above the Ceiling rent level between regular recertifications.

### E. Ceiling Rent Adjustments

The ceiling rent will be adjusted annually to track changes in the AMHA's Flat rents.

### F. Flat Rents

Flat rents are required by the Quality Housing and Work Responsibility Act of 1998, and are market-based rents. Accordingly, they will vary by unit size and type and also by development location. Once each year, at the annual recertification, all residents will be offered the choice of paying an income-based rent or the Flat rent. Flat rents represent the actual market value of AMHA's housing units. Accordingly, AMHA will take the following information into account in developing its Flat rent Schedule:

- Rents of non-assisted rental units in the immediate neighborhood
- Size of AMHA's units compared to non-assisted rental units from the neighborhood
- Age, type of unit and condition of AMHA's units compared to non-assisted rental units from the neighborhood
- Land use in the surrounding neighborhood
- Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/job training programs, etc.) at AMHA's properties and in the surrounding neighborhood
- Crime in AMHA's developments and the surrounding neighborhood

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<sup>21</sup> AMHA has adopted ceiling rents in the manner approved by HUD.

- Quality of local schools serving each AMHA development
- Availability of public transportation at each AMHA development
- Availability of accessible units for persons with mobility impairments.

#### **G. Annual Update of Flat Rents**

Federal rules require AMHA to review their Flat Rent structure annually and adjust the rents as needed. Factors such as improvement or decline in the AMHA property or the surrounding neighborhood would affect AMHA's flat rents at selected developments.

#### **H. Recertification of Families on Flat Rents**

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

## XI. Definitions and Procedures to be used in Determining Income and Rent

### A. Annual Income (24 CFR 5.609)

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 family member including all net income 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, or sporadic as defined below, or is specifically excluded from income by other federal statute. 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 indebtedness 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 indebtedness 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 consider income when used to reimburse the family for cash or assets invested in the property;

If 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 [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.);
6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)

### B. Items not included in Annual Income [24 CFR § 5.609]

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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature);

[See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.]

4. Amounts received by the family that are 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 (See Section 12 of these policies);
6. The full amount of student financial assistance paid directly to the student or the educational institution; (FR Vol. 60, #65/ 5 April 1995)
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Certain amounts received that are related to participation in the following programs:
  - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  - (b) 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);
  - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the AMHA, 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 initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), 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 AMHA;

9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services worth at least \$500, **will not be increased during the exclusion period.** For purposes of this paragraph, the following definitions apply:
  - (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the AMHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
  - (b) During the 12 month period beginning when the member is first employed or the family first experiences an increase in income the AMHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - (c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
  - (d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission.
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
16. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 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. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

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), and the Older American Committee Service Program;
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
  - Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes [(25 USC. 459e)];
  - Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
  - Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b) ] ;
  - Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
  - The first \$2000 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 [25 USC 117b, 1407]; and
  - 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 of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
  - Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:
    - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), 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.

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- 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 USC 9858q);
- Earned income tax credit refund payments received on or after January 1, 1991 (26 USC 32 (j)).

**C. Anticipating Annual Income [24 CFR § 913.106 (d)]**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**D. Adjusted Income [24 CFR § 913.102]**

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exemptions:

**For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by AMHA when the expense is incurred to permit education or to seek employment.

2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or 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. **Work related Disability Expenses** — A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense 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 unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

1. **Earned Income of Minors** – All amount earned by family members other than the head or spouse who are under age 18.
2. **Child Support** – All court ordered child support payments made by a head of household or spouse for minor children not living full time in the household.

**For elderly and disabled families only:**

5. **Medical Expense Deduction** — A deduction of unreimbursed 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, health 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 AMHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- b. For elderly families with both handicapped and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

1. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

2. **Optional Deductions/Exemptions:** AMHA may choose to amend this policy and grant further exemptions or deductions to families with members who are employed. Any such exemption or deduction would require an amendment of this policy and would be noted here.

**E. Rent Computation**

1. The first step in computing rent is to determine each family's Total Tenant Payment. Then, if the family is occupying a unit that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment. The result of this computation, if a positive number, is the Tenant Rent. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement, which may be paid to the tenant or, if they tenant agrees, directly to the utility company by the AMHA.

2. Total Tenant Payment is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the
- Minimum Rent

1. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment. In developments where the AMHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment.

2. The Minimum Rent shall be \$1 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$1 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would include but not be limited to the following:

- The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
- The family would be evicted as result of the imposition of the minimum rent requirements;
- The income of the family has decreased because of changed circumstances, including loss of employment;
- A death in the family has occurred; or
- Other circumstances as determined by AMHA

The minimum rent hardship exemption is retroactive to October 21, 1998, so if any resident who qualified for the hardship exemption was charged a minimum rent since that time, the resident may be entitled to a retroactive credit.

## XII. Definitions of Terms Used in This Statement of Policies

1. 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, altered, or adapted can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

2. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps. [24 CFR § 8.21]

3. Accessible Route - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

4. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]

1. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

2. Applicant - a person or a family that has applied for admission to housing.

3. Area of Operation - The jurisdiction of the AMHA as described in applicable State law and the AMHA’s Articles of Incorporation.

4. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

5. Auxiliary Aids - means 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 or activities. (24 CFR § 8.3)

10. Care attendant - a person that regularly visits the unit of a AMHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by AMHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

11. Co-head of household - a household where two persons are held responsible and accountable for the family.

12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, handicapped, or a full-time student. [24 CFR § 5.603]

13. Designated Family - means the category of family for whom AMHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. (PL 96-120)

14. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with PL 96-106.

15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (24 CFR § 5.403)

6. Displaced Person - A single person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]

7. Displacement Preference – An admissions preference awarded to applicants can verify that they are or will be displaced by a natural disaster declared by the President of the United States, or by governmental action (e.g. an eminent domain condemnation, code enforcement action, etc.) or domestic violence.

17. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets (24 CFR § 5.603) in this section.)

18. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. (24 CFR § 5.403)

19. Elderly Person - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

20. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

21. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in AMHA housing; **OR** two or more persons who are not so related, but are regularly living together, can verify shared income or resources who will live together in AMHA housing.

The term family also includes: Elderly family (Definition #18), Near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement (Definition #25). Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a

student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. (24 CFR §§ 5 and 960)

Live-in Aides (Definition #26) may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

22. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school (24 CFR 5.603).

23 Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.

24. Individual with Handicaps, Section 504 definition [24 CFR § 8.3] -

Section 504 definitions of Individual with Handicaps and Qualified Individual with handicaps are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with handicaps means any person who has:

- (a) A physical or mental impairment that:
  - substantially limits one or more major life activities;
  - has a record of such an impairment;
  - or is regarded as having such an impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

"physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic,

visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if AMHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of AMHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

- (d) The 504 definition of handicap does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with handicaps is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

25. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

26. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by AMHA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services (24 CFR 5.403).

AMHA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;

- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- (e) A Live-in aide is a single person.
- (f) A Live-in Aide will be required to meet AMHA's screening requirements with respect to past behavior especially:

A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and

A record of eviction from housing or termination from residential programs.

27. Low-Income Household - 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 (42 USC 1437a(b)).

28. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. (24 CFR § 5.603).

29. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

30. Mixed Population Project - means a public housing project for elderly and disabled families. The AMHA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

31. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. (24 CFR § 8.3)

32. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. (24 CFR § 5.403)

33. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability (42 USC 1437a(b)(3))

34. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.

Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms (24 CFR § 913.102).

35. Person with disabilities<sup>22</sup> (42 USC 1437a(b)(3)) means a person<sup>23</sup> who —

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical or mental impairment that:
  - Is expected to be of long continued and indefinite duration;
  - Substantially impedes his/her ability to live independently; and,
  - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].

36. Portion of project - includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. (24 CFR § 945.105)

37. Project, Section 504 - means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

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<sup>22</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

<sup>23</sup> A person with disabilities may be a child.

38. Qualified Individual with handicaps, Section 504 - means an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the AMHA can demonstrate would result in a fundamental alteration in its nature.

- (a) Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the AMHA.
- (b) For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the AMHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. (24 CFR § 8.3)

39. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

40. Spouse - Spouse means the husband or wife of the head of the household.

41. Tenant Rent - The amount payable monthly by the Family as rent to AMHA. Where all utilities (except telephone) and other essential housing services are supplied by the Authority, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the AMHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance (24 CFR § 5.603).

42. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:

The greatest of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), or the Welfare Rent if applicable, but never less than the Minimum Rent or greater than the Ceiling Rent, if any. If the Resident pays and of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. (24 CFR §5.613) See the definition for Tenant Rent.

43. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).

44. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility (24 CFR § 965.473).

45. Working Family Preference: An admissions preference granted when:

(a) A family can verify employment of an adult member:

- (i) Employment at the time of the offer — To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of AMHA's offer of housing.

Employment at the time of the offer must be for the 90 day period immediately prior to the offer of housing.

(ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.

(iii) A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to AMHA and will have their lease terminated.

(iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. [Required, 24 CFR 960.212 (b) (1)]

(b) A family can verify participation in a job training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify AMHA if it enters such a program while on the waiting list and provide documentation of participation to AMHA. AMHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

46 Utility Reimbursement - Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment . Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

47 Very Low-Income Family - Very low-income family means a family whose Annual Income does not exceed 50 percent of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of Housing and Urban Development (42 USC 1437a(b)).

**Resident Advisory Board**  
**March 19, 2004**  
**3:30 pm**

**Attendance: Betty Anderson, John Harper, John Hamby, Robert O'Neill, Jo Timmerman, Paul Dellinger.**

**Mr. Dellinger welcomed all residents and expressed appreciation for their willingness to participate in the RAB. Mr. Dellinger distributed copies of the Annual Plan, note sheets of the PowerPoint slides, and proceeded with the presentation of the Annual Plan and its components.**

**Following the presentation, residents had the following questions of which Mr. Dellinger answered as follows:**

- 1. John Harper– What impact will an active resident council have on the amount of Capital Fund monies available to AMHA? Will AMHA get more money if there is an active Tenant Council?**  
*-An active Tenant Council will not result in additional monies being awarded via the Capital Fund. Capital Funds awards are formula driven based on the number of PIH units in the AMHA and are not affected by the status of tenant council activity. However, an active tenant council can impact the how & what of Capital fund projects and their priority. In fact, HUD requires that PHA's obtain the input of residents in determining the scope of projects to be considered.*
  
- 2. Betty – What will be done about the loss of jobs and how will AMHA be able to assist the increasing number of families who find themselves without work?**  
*-AMHA programs are in place to assist families in need due to whatever circumstances contributed to creating that need. Addressing the issues of economic growth and job creation are better handled by our Public Officials who are more directly involved in that work. An active tenant council could decide that job preparedness training and other skill sets should be the focus of their activities and could work with AMHA staff to identify available resources to provide the training components desired.*
  
- 3. Bob O'Neill – Will AMHA consider building additional units to serve families in need?**  
*-AMHA is currently involved in completing a development project (44-010) that will consist of two (2) additional single family homes. Currently, HUD does not provide funding for new development activities. However, HUD is supportive of PHA's responding to the specific needs of the communities in which they serve and encouraging PHA's to collaborate with the private sector to generate*

*funding for the development and construction of housing that meets the needs of that community.*

4. **Betty/John – What help is available to us to organize a tenant council for the scattered site residents?**

*-Anna Neal, Resident Initiatives Coordinator, is available to assist you in working towards the creation of the tenant council. Additionally, Marjorie Dornick is a newly appointed resident-member of AMHA's Board of Commissioners as well as other appropriate AMHA staff would be more than happy to work with you in this endeavor.*

**Mr. Dellinger thanked the members for their participation and invited them to consider future participation in the 5-year plan currently in development. Additionally, he reminded them of the public hearing scheduled for Monday, April 5, 2004 at 4:00pm. Meeting adjourned.**

## PET OWNERSHIP POLICY

### A. Pet Rules

The following rules shall apply for the keeping of pets by Residents living in the units operated by the Housing Authority. These rules do not apply to service or companion animals verified to be needed by a person with a documented disability.

- 1 Common household pets as authorized by this policy means a domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits, guinea pigs, hamsters, gerbils) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.
- 2 Fish must be contained in an aquarium no larger than 28 gallons and must be on an approved stand.
- 3 Each resident family will be allowed to house only two (2) animals at any time. Visiting guests with pets will not be allowed.
- 4 Residents will register their pet with the Authority **BEFORE** it is brought onto the Authority premises, and will update the registration annually. The registration will include: (Appendix 1)
  - Information sufficient to identify the pet and to demonstrate that it is a common household pet and a picture;
  - A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law;
  - The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
  - The registration will be updated annually during the annual re-examination process
  - A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (*Appendix 2*)
  - The Authority may refuse to register a pet if:
    - 1) The pet is not a common household pet;
    - 2) The keeping of the pet would violate any applicable house pet rule;
    - 3) The pet owner fails to provide complete pet registration information;
    - 4) The pet owner fails annually to update the pet registration;
    - 5) The Authority reasonably determines, based on the pet owners' habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations;
    - 6) Financial ability to care for the pet will not be a reason for the Authority to

refuse to register a pet.

- The Authority will notify the pet owner if the Authority refuses to register a pet. The notice will:
  - 7) State the reasons for refusing to register the pet;
  - 8) Be served on the pet owner in accordance with procedure outlined in paragraph B1 of this policy; and
  - 9) Be combined with a notice of a pet rule violation if appropriate.
- 4. Cats and dogs shall be limited to small breeds where total weight shall not exceed twenty-five (25) pounds and total height at the shoulder shall not exceed fifteen (15) inches. The size limitations do not apply to service animals.
- 5. No, pit bulls, dobermans, rottweilers, german shepherds or any other known fighter breed will be allowed on the premises.
- 6. All cat and dog pets shall be neutered or spayed, and verified by veterinarian, cost to be paid by the owner. Pet owners will be required to present a certificate of health from their veterinarian verifying all required annual vaccines, initially and at re-examination.
- 7. All cats must be declawed and trained to use a litter box or other waste receptacle.
- 8. A non-refundable pet fee of \$100 per bedroom in the pet owner's unit shall be made to the Housing Authority. Such fee will be a one-time fee (per pet) and shall be used to help cover cost of damages to the unit caused by the pet.
- 9. Pets shall be quartered in the Residents unit.
- 10. Dogs and cats shall be kept on a leash and controlled by a responsible individual when taken outside.
- 11. No dog houses will be allowed on the premises.
- 12. Each resident family will be allowed to house only two (2) animals at any time. Visiting guests with pets will not be allowed. pets (dogs and cats), shall be allowed to run only on the owner's lawn and owners shall clean up after pet after each time the animal eliminates.
- 13. The City Ordinance concerning pets will be complied with.
- 14. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner or other occupants of the Authority in accordance with paragraph B3 below.
- 15. Birds must be kept in regular bird cages. Sides of a cage must be enclosed at all times where the bird(s) are not allowed to fly throughout the unit.
- 15. Dishes or containers for food and water will be located within the home or apartment. Food and/or table scraps, will not be deposited on the owners porches or yards.
- 16. Residents will not feed or water stray animals or wild animals.
- 17. Pets will not be allowed on specified common areas (under clotheslines, social rooms, office, maintenance space, etc.).

18. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

**B. Pet Violation Procedure**

1. **NOTICE OF PET RULE VIOLATION (Appendix 3)**: When the Authority determines on the basis of objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, the Authority will:
  - Serve a notice of the pet rule violation on the owner by sending a letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address, or
  - serve a copy of the notice on any adult answering the door at the Residents' leased dwelling unit, or if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door;
2. The notice of pet rule violation must contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
3. The notice must state that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation, (the effective date of service is that day that the notice is delivered or mailed, or in the case of service by posting, on the day that the notice was initially posted);
4. The notice must state that the pet owner is entitled to be accompanied by another person on his or her choice at the meeting;
5. The notice must state that the pet owners' failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owners' lease.
6. **PET RULE VIOLATION MEETING**: If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the Authority shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the Authority agrees to a later date).
  - The Authority and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.
  - The Authority may, as a result of the meeting, give the pet owner additional time to correct the violation.
  - Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in the Authority's Resident file.
7. **NOTICE OF PET REMOVAL**: If the pet owner and the Authority are unable to resolve the pet rule violation at the pet rule violation meeting, or if the Authority determines that the pet owner has failed to correct the pet rule violation within any additional time

provided for this purpose under paragraph 131 above (or at the meeting, if appropriate), requiring the pet owner to remove the pet. This notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice or pet removal (or the meeting, if the notice is served at the meeting);
- State the failure to remove the pet may result in initiation of procedures to terminate the pet owners' residency.

8. **INITIATION OF PROCEDURE TO TERMINATE PET OWNERS RESIDENCY:**

The Authority will not initiate procedure to terminate a pet owners' residency based on a pet rule violation unless:

- The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time period specified in paragraph 3b above;
- The pet rule violation is sufficient to begin procedures to terminate the pet owners' residency under the terms of the lease and application regulations,
- Provisions of Resident's Lease, Section XIV: Termination of Lease will apply in all cases.

**C. Protection of the Pet**

1. If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Authority may:

- Contact the responsible party or parties listed in the registration form and ask that they assume responsibility for the pet;
- If the responsible party or parties are unwilling or unable to care for the pet, the Authority may contact the appropriate State or Local Authority (or designated agent of such Authority) and request the removal of the pet;
- If the Authority is unable to contact the responsible parties despite reasonable efforts, action as outlined in 1 b above will be followed; and
- If none of the above actions reap results, the Authority may enter the pet owners' unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than thirty (30) days. The cost of the animal care facility provided under this section shall be borne by the pet owner.

**D. NUISANCE OR THREAT TO HEALTH OR SAFETY**

Nothing in this policy prohibits the Authority or the Appropriate City Authority from requiring the removal of any pet from the Authority property. If the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety or other occupants of the Authority property or of other persons in the community where the project is located.

**E. APPLICATION OF RULES**

- 1 Pet owners will be responsible and liable for any and all bodily harm to other residents or individuals. Destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.
- 2 All pet rules apply to resident and/or resident's guests.

**Appendix I**  
**Pet Agreement**

1. Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.
2. Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in the Authority's pet Policy or this Agreement.
3. Pet Fee. The Pet Fee will be \$100 times the number of bedrooms in your unit for your current pet. The Pet Fee is a one-time, non-refundable charge.
  - If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.
  - This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs and replacement to, and fumigation of, the apartment.
4. Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. Description of Pet. You may keep only one pet as described below. The pet may not exceed fifteen (15) inches in height at the shoulder and twenty-five (25) pounds in adult weight. You may not substitute other pets for this one without amending this agreement.

Pet's Name \_\_\_\_\_-Type\_\_\_\_\_

Breed\_\_\_\_\_Color\_\_\_\_\_Weight \_\_\_\_\_Age\_\_\_\_\_

Housebroken?\_\_\_\_\_City of License \_\_\_\_\_License No.\_

Date of last Rabies shot\_\_\_\_\_

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

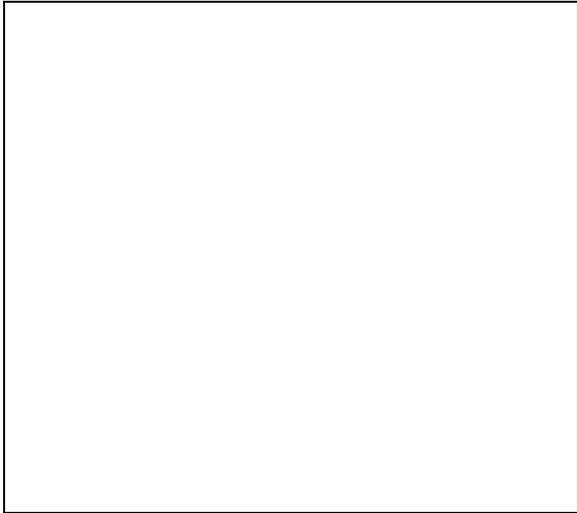
Name\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_

**Appendix 2**  
**Pet Policy Certification**

Attach photo of Pet here



By \_\_\_\_\_

Title \_\_\_\_\_

Allen Metropolitan Housing Authority

Resident \_\_\_\_\_

Resident \_\_\_\_\_

Resident \_\_\_\_\_

I have read, fully understand and will abide by the rules and regulations contained in the Housing Authority Pet Policy and in this Pet Agreement.

**Appendix 3**  
**Pet Policy Rules Violation Notice**

DATE: \_\_\_\_\_

TIME: (IF DELIVERED) \_\_\_\_\_ A.M. / P.M.

TO: \_\_\_\_\_

NAME OF RESIDENT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

PET NAME OR TYPE: \_\_\_\_\_

This notice hereby informs you of the following pet rule violation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Factual Basis for Determination of Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As pet owner you are entitled to be accompanied by another person of your choice at the meeting.

Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

\_\_\_\_\_  
Manager of Occupancy

**Community Service Narrative  
Allen Metropolitan Housing Authority**

As per the guidance provided in Notice PIH 2003-17 (HA), the Allen Metropolitan Housing Authority (AMHA) has provided written notice to all public housing residents about the reinstatement of the community service and self-sufficiency requirement as outlined in 24 CFR 960.605. AMHA sent a mass mailing to all public housing residents on June 26, 2003 advising them of the reinstatement of community service requirement. Additionally, our software provider (MCS) has provided a computer generated report that will assist us in the reporting of this requirement.

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## **SECTION 8 ADMINISTRATIVE PLAN**

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### **1.0 EQUAL OPPORTUNITY**

#### ***1.1 FAIR HOUSING***

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

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

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

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

#### ***1.2 REASONABLE ACCOMMODATION***

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

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applicants/participants are aware of the opportunity to request reasonable accommodations.

### **1.3 COMMUNICATION**

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

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

All decisions granting or denying requests will be in writing.

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

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

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

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

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Allen Metropolitan Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Allen Metropolitan Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Allen Metropolitan Housing Authority's business is housing. If the request would alter the fundamental business that the Allen Metropolitan Housing

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Authority conducts, that would not be reasonable. For instance, the Allen Metropolitan Housing Authority would deny a request to have the Allen Metropolitan Housing Authority do grocery shopping for the person with disabilities.

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

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

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

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

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

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

The Allen Metropolitan Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English.

### ***1.6 FAMILY/OWNER OUTREACH***

The Allen Metropolitan Housing Authority will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons, who cannot or do not read newspapers, the Allen Metropolitan Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel.

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The Allen Metropolitan Housing Authority will also try to utilize public service announcements.

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

The Allen Metropolitan Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. The briefings will be conducted in association with the *Lima Real Estate Investors Association*. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

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

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

## **1.7 RIGHT TO PRIVACY**

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

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

## **1.8 REQUIRED POSTINGS**

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

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

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

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

### ***2.1 ALLEN METROPOLITAN HOUSING AUTHORITY RESPONSIBILITIES***

- A. The Allen Metropolitan Housing Authority will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Allen Metropolitan Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Allen Metropolitan Housing Authority must:
  - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
  - 2. Explain the program to owners and families;
  - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
  - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

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5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help disabled persons find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;
10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust Allen Metropolitan Housing Authority utility allowance;
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Allen Metropolitan Housing Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;

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

## **2.2 OWNER RESPONSIBILITY**

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

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- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying AMHA (and tenant, depending on the Lease) sixty (60) days prior to any rent increase.

### **2.3 OBLIGATIONS OF THE PARTICIPANT**

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

#### **A. Supplying required information.**

1. The family must supply any information that the Allen Metropolitan Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.
2. The family must supply any information requested by the Allen Metropolitan Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

#### **B. HQS breach caused by the Family**

The family is responsible for any HQS breach caused by the family or its guests.

#### **C. Allowing Allen Metropolitan Housing Authority Inspection**

The family must allow the Allen Metropolitan Housing Authority to inspect the unit at reasonable times and after at least 2 days notice.

#### **D. Violation of Lease**

The family may not commit any serious or repeated violation of the lease.

#### **E. Family Notice of Move or Lease Termination**

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The family must notify the Allen Metropolitan Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Allen Metropolitan Housing Authority a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. The Allen Metropolitan Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Allen Metropolitan Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Allen Metropolitan Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).
3. The family must promptly notify the Allen Metropolitan Housing Authority if any family member no longer resides in the unit.
4. If the Allen Metropolitan Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Allen Metropolitan Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Allen Metropolitan Housing Authority consent may be given or denied.
5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.
6. The family must not sublease or let the unit.
7. The family must not assign the lease or transfer the unit.

H. Absence from the Unit

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

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from the Allen Metropolitan Housing Authority for absences exceeding 30 days. The Allen Metropolitan Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

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

I. Interest in the Unit

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

J. Fraud and Other Program Violation

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

K. Crime by Family Members

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

L. Other Housing Assistance

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

### **3.0 ELIGIBILITY FOR ADMISSION**

#### **3.1 INTRODUCTION**

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

#### **3.2 ELIGIBILITY CRITERIA**

A. Family status.

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

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- c. One or more persons who are at least 62 years of age living with one or more live-in aides
  3. A **near elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
    - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
    - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
  4. A **disabled family**, which is:
    - a. A family whose head, spouse, or sole member is a person with disabilities;
    - b. Two or more persons with disabilities living together; or
    - c. One or more persons with disabilities living with one or more live-in aides.
    - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
  5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
  6. A **remaining member of a tenant family**.
  7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
- B. Income eligibility
  1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
    - a. An extremely low-income or a very low-income family;

- b. A low-income family continuously assisted under the 1937 Housing Act;
  - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
  - d. A low-income family that is a nonpurchasing tenant in a HOPE 1 or HOPE 2 project or a property subject to a resident homeownership program under 24 CFR 248.173;
  - e. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
  - f. A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a HOPE 1 (HOPE for public housing homeownership) or HOPE 2 (HOPE for homeownership of multifamily units) project.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
  3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
  4. Families who are moving into the Allen Metropolitan Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
  5. Families who are moving into the Allen Metropolitan Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Allen Metropolitan Housing Authority program.
  6. Income limit restrictions do not apply to families transferring units within the Allen Metropolitan Housing Authority Section 8 Program.
- C. Citizenship/Eligible Immigrant status

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

Family eligibility for assistance.

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

D. Social Security Number Documentation

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

E. Signing Consent Forms

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

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

F. Suitability for tenancy.

The AMHA will review all waiting list applications for the applicant's statement of previous felony convictions. The AMHA will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. If AMHA staff has knowledge, through previous program participation or any other reasonable source, that the applicant has not given accurate information, the AMHA will conduct a check through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, the AMHA may contact law enforcement agencies where the individual has lived or request a check through the FBI's Nation Crime Information Center (NCIC).

## **4.0 MANAGING THE WAITING LIST**

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

Opening of the waiting list will be announced via public notice that applications for Section 8 will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

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

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

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#### **4.2 TAKING APPLICATIONS**

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

**600 S. Main Street, Lima, Ohio.**

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

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

Applications may be made in person **on Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.** Applications will be mailed to interested families upon request.

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

Persons with disabilities who require a reasonable accommodation in completing an application may call the Allen Metropolitan Housing Authority to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **1-800-545-1833 ext. 484.**

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

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

An applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Allen Metropolitan Housing

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Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

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

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

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

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

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

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

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

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

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

**4.5 MISSED APPOINTMENTS**

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

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

**4.6 PURGING THE WAITING LIST**

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

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

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

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

**4.8 GROUNDS FOR DENIAL**

The Allen Metropolitan Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;

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

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- M. Have a family member who has been convicted of manufacturing or producing methamphetamine (speed) (Denied for life);
- N. Have a family member with a lifetime registration under a State sex offender registration program (Denied for life).
- O. Is a welfare-to-work (WTW) family who fails to fulfill its obligations under the welfare-to-work voucher program.

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

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

#### **4.10 INFORMAL REVIEW**

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

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

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

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

If HUD awards funding that is targeted for families with specific characteristics or

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families living in specific units, the Allen Metropolitan Housing Authority will use the assistance for those families.

## **5.2 WAITING LIST MANAGEMENT**

Persons shall be prioritized on the waiting list based upon the urgency of their housing needs. Points will be assigned as follows upon adequate verification:

High Priority Status applicants would be Veterans and have an addition preference.

**Veteran**- Head or Surviving Spouse of a Veteran who had been honorably discharged. (1Point).

Medium Priority Status applicants are not eligible for the veteran who had been honorably discharged. (1point)

**Working Family/Elderly or Disabled**-Families with at least one adult who has been employed for six or more months. This preference is equally extended to elderly families whose head or spouse is receiving income based on their inability to work. (1points)

**OR**

**Displaced Families**-Families who are unable to remain in their current residence through no fault of their own. Reasons for displacement include uninhabitable conditions verified by the local government or health department requiring unit to be condemned or due to imminent domain. (2points)

**Or**

**Homeless Families**-Families or individuals who are residing in a recognized shelter for the homeless or for domestic violence victims. (2points)

Low priority applicants are eligible for no additional points.

## **5.3 SELECTION FROM THE WAITING LIST**

Based on the above preferences, all families with a high priority will be offered housing before any families that have a medium priority, and medium priority families will be offered housing before any low priority family.

**A weighted score will be given to all waiting list applicants based on the above preferences. Families who qualify for points in one or more categories will have the combined total of the points used as their local preference status.**

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

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

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

## 6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. **Two adults will not be required to share a bedroom unless related by blood or marriage.**

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

Bedroom size will also be determined using the following guidelines:

- A. Children of the same sex **will be required to** share a bedroom unless over 5 years difference in age.
- B. Children of the opposite sex, both under the age of **six**, may share a bedroom if it is the parents' preference.
- C. Adults and children will not be required to share a bedroom.
- D. Foster-adults and children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

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

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

## **6.1 BRIEFING**

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

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families

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unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

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

## **6.2 *PACKET***

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

- A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard, exception payment standard rent areas, and the utility allowance schedule;
- D. How the Housing Authority determines the maximum rent for an assisted unit;

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

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- Q. Allen Metropolitan Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Allen Metropolitan Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approvable and includes the following;
  - 1. The names of the owner and the tenant;
  - 2. The address of the unit rented;
  - 3. The term of the lease (initial term and any provisions for renewal)'
  - 4. The amount of the monthly rent to owner'

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5. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
  6. The required HUD tenancy addendum.
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.

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

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

- A. The unit passes the Housing Authority HQS inspection;
  1. If the unit fails initial inspection and the repairs are not completed within 30 days, the family may be issued another Request for Tenancy Approval.
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if gross rent exceeds the applicable payment standard;
- C. The landlord and tenant sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

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

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

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

**6.6 ALLEN METROPOLITAN HOUSING AUTHORITY DISAPPROVAL OF OWNER**

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

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- D. The owner has a history or practice of renting units that fail to meet State or local codes;
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
  - 1. premises by tenants, Allen Metropolitan Housing Authority employees or owner employees; or
  - 2. residences by neighbors;
- H. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family unless the Allen Metropolitan Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. or
- I. Other conflicts of interest under Federal, State, or local law.

**6.7 INELIGIBLE/ELIGIBLE HOUSING**

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

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

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

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

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

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

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E. House boats

F. Lease-purchase agreements. A family leasing a unit with assistance under the program may enter into an agreement with the owner to purchase the unit. So long as the family is receiving such rental assistance, all requirements applicable to families otherwise leasing units under the tenant-based program apply. Any homeownership premium (e.g., increment of value attributable to the value of the lease purchase right or agreement such as an extra monthly payment to accumulate a down payment or reduce the purchase price) included in the rent to the owner that would result in a higher subsidy amount than would otherwise be paid by the Allen Metropolitan Housing Authority must be absorbed by the family.

## **6.8 SECURITY DEPOSIT**

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

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

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

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

## **7.0 MOVES WITH CONTINUED ASSISTANCE**

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

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

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

- A. The assisted lease for the old unit has terminated;
- B. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

### **7.2 *PROCEDURES REGARDING FAMILY MOVES***

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

This briefing is intended to provide the following:

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

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 days. During

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the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Allen Metropolitan Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

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

## **8.0 PORTABILITY**

### ***8.1 GENERAL POLICIES OF THE ALLEN METROPOLITAN HOUSING AUTHORITY***

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

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

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

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

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For income targeting purposes, the family will count towards the initial housing authority's goals unless the receiving housing authority absorbs the family. If absorbed, the admission will count towards the receiving housing authority's goals.

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

## **8.2 INCOME ELIGIBILITY**

### **A. Admission**

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

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

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

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

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

## **8.4 PORTABILITY PROCEDURES**

- A. When the Allen Metropolitan Housing Authority is the Initial Housing Authority:
1. The Allen Metropolitan Housing Authority will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or mover's briefing.
  2. The Allen Metropolitan Housing Authority will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).

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3. The Allen Metropolitan Housing Authority will advise the family how to contact and request assistance from the Receiving Housing Authority.
  4. The Allen Metropolitan Housing Authority will, within ten (10) calendar days, notify the Receiving Housing Authority to expect the family.
  5. The Allen Metropolitan Housing Authority will immediately mail to the Receiving Housing Authority the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- B. When the Allen Metropolitan Housing Authority is the Receiving Housing Authority:
1. When the portable family requests assistance from the Allen Metropolitan Housing Authority, the Allen Metropolitan Housing Authority will within ten (10) calendar days inform the Initial Housing Authority whether it will bill the Initial Housing Authority for assistance on behalf of the portable family, or absorb the family into its own program. When the Allen Metropolitan Housing Authority receives a portable family, the family will be absorbed if funds are available and a voucher will be issued.
  2. The Allen Metropolitan Housing Authority will issue a voucher to the family. The term of the Allen Metropolitan Housing Authority's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The Allen Metropolitan Housing Authority will determine whether to extend the voucher term. The family must submit a request for tenancy approval to the Allen Metropolitan Housing Authority during the term of the Allen Metropolitan Housing Authority's voucher.
  3. The Allen Metropolitan Housing Authority will determine the family unit size for the portable family. The family unit size is determined in accordance with the Allen Metropolitan Housing Authority's subsidy standards.
  4. The Allen Metropolitan Housing Authority will within ten (10) calendar days notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.
  5. If the Allen Metropolitan Housing Authority opts to conduct a new reexamination, the Allen Metropolitan Housing Authority will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

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6. In order to provide tenant-based assistance for portable families, the Allen Metropolitan Housing Authority will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Allen Metropolitan Housing Authority may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Allen Metropolitan Housing Authority

1. If funding is available under the consolidated ACC for the Allen Metropolitan Housing Authority's Voucher Program when the portable family is received, the Allen Metropolitan Housing Authority will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Allen Metropolitan Housing Authority's Tenant-Based Program.

D. Portability Billing

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

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a Receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the Receiving Housing

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Authority, and the first Receiving Housing Authority is no longer required to provide assistance for the family.

## **9.0 DETERMINATION OF FAMILY INCOME**

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

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

### **9.2 INCOME**

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

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

B. Annual income includes, but is not limited to:

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

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

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Welfare assistance.
  - a. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - b. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to

comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

- c. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- 8. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

### **9.3 EXCLUSIONS FROM INCOME**

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:

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1. Amounts received under training programs funded by HUD;
2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

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11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

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

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- n. Earned income tax credit refund payments
- o. Payments for living expenses under the AmeriCorps Program

#### **9.4 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

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

## **10.0 VERIFICATION**

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

### ***10.1 ACCEPTABLE METHODS OF VERIFICATION***

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

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

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

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

### ***10.2 TYPES OF VERIFICATION***

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

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

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
<b>Value of and Income from Assets</b>		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare,	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future

Verification Requirements for Individual Items		
Item to Be Verified	3 <sup>rd</sup> party verification	Hand-carried verification
pensions, workers' comp, unemployment)		payments
Training program participation	Letter from program provider indicating - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program	N/A

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

The citizenship/ eligible noncitizen status of each family member regardless of age must be determined.

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

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

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

Family members who do not claim to be citizens, nationals or eligible noncitizens, or

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whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ***11.1 GENERAL***

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

#### ***11.2 RENT REASONABLENESS***

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

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

### **11.3 COMPARABILITY**

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

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

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

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

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

### **11.4 MAXIMUM SUBSIDY**

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

For a regular tenancy under the Certificate Program, the FMR/exception rent limit is the maximum initial gross rent under the assisted lease. This only applies until the transition

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of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

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

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

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

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

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

The Allen Metropolitan Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities.

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

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

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

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

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

#### **11.4.3 Area Exception Rents**

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

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

**11.5 ASSISTANCE AND RENT FORMULAS**

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

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

Plus any rent above the payment standard.

B. Minimum Rent.

The Allen Metropolitan Housing Authority has set the minimum rent as \$ **0**. However, if the family requests a hardship exemption, the Allen Metropolitan Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  - e. When a death has occurred in the family.

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

C. Section 8 Merged Vouchers

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

D. Section 8 Preservation Vouchers

1. Payment Standard
  - a. The payment standard is the lower of:
    - i. The payment standard amount for the appropriate family unit size; or
    - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

- b. If the dwelling unit is located in an exception area, the Allen Metropolitan Housing Authority will use the appropriate payment standard for the exception area.
  - c. During the HAP contract term, the payment standard for the family is the higher of :
    - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
    - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
  - d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
    - i. Paragraph (c)(i) of this section does not apply; and
    - ii. The new family unit size must be used to determine the payment standard.
2. The Allen Metropolitan Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
- a. The payment standard minus the total tenant payment; or
  - b. The gross rent minus the total tenant payment.
- E. Manufactured Home Space Rental: Section 8 Vouchers
- 1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
  - 2. The space rent is the sum of the following as determined by the Housing Authority:

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

F. Rent for Families under the Noncitizen Rule

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

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

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

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

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

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

## ***11.6 UTILITY ALLOWANCE***

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

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

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the **Section 8** Department.

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

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

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

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

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

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

### ***11.8 CHANGE OF OWNERSHIP***

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

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

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

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

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

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

The Allen Metropolitan Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the

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inspection appointment by first class mail. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

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

## ***12.1 TYPES OF INSPECTIONS***

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

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

## ***12.2 OWNER AND FAMILY RESPONSIBILITY***

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A. Owner Responsibility for HQS

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

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Allen Metropolitan Housing Authority approved extension).

3. If the family has caused a breach of the HQS, the Allen Metropolitan Housing Authority will take prompt and vigorous action to enforce the family obligations. The Allen Metropolitan Housing Authority may terminate assistance for the family in accordance with 24 CFR 982.552.

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

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

#### **A. Sanitary Facilities**

##### **1. Performance Requirements**

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

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- d. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

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

2. Acceptability Criteria

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

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

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

2. Acceptability Criteria

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

E. Illumination and Electricity

1. Performance Requirement

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

2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

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- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

## F. Structure and Materials

### 1. Performance Requirement

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

### 2. Acceptability Criteria

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

## G. Interior Air Quality

### 1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

### 2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

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- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

## H. Water Supply

### 1. Performance Requirements

The water supply must be free from contamination.

### 2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

## I. Lead-based Paint

### 1. Definitions

- a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
- b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
- c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
- d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

- e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
- f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared ( $\text{mg}/\text{cm}^2$ ), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

- a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b)(4) and supersedes, for all housing to which it applies, the requirements of subpart C of 24 CFR part 35.
- b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
- c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
- d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces

with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

- f. The requirements in this paragraph apply to:
  - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
  - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
  - i. Within the unit;
  - ii. The entrance and hallway providing access to a unit in a multi-unit building; and

- iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).
  
- j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
  
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
  - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
    - (1) More than 10 square feet on an exterior wall;
    - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
    - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
  
  - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydroblasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  
  - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydroblasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint

spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

- iv. During exterior treatment soil and playground equipment must be protected from contamination.
- v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
- vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.
- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces

were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

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The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

- a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

**12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

The Allen Metropolitan Housing Authority will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Allen Metropolitan Housing Authority has received HUD approval to require the following additional criteria:

- A. In each room, there will be at least one exterior window that can be opened and that contains a screen.

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- B. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead paint. An extension may be granted as a severe weather related item as defined below.
- C. Adequate heat shall be considered to be 68 degrees.
- D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
- E. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

## **12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

### **A. Correcting Initial HQS Fail Items**

The Allen Metropolitan Housing Authority will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 working days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in writing of the results of the inspection. If the unit fails HQS again, the owner and the participant will be advised to notify the Allen Metropolitan Housing Authority to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

### **B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, the Allen Metropolitan Housing Authority will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Allen Metropolitan Housing Authority will

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terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within 10 days of the initial inspection.
4. For major repairs, the owner will have up to 30 days to complete.

D. Extensions

At the sole discretion of the Allen Metropolitan Housing Authority, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, the Allen Metropolitan Housing Authority will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

## **12.6 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows

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- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

### ***12.7 ABATEMENT***

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 7 days. If the corrections of deficiencies are not made within the 7-day timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Allen Metropolitan Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Allen Metropolitan Housing Authority will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

## **13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES**

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Allen Metropolitan Housing Authority has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

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Damage claims are limited in the following manner:

- A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.
- B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.
- C. No damage claims will be paid under either program effective on or after October 2, 1995.

### ***13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS***

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Allen Metropolitan Housing Authority will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Allen Metropolitan Housing Authority to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Allen Metropolitan Housing Authority will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owned by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Allen Metropolitan Housing Authority immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Allen Metropolitan Housing Authority within thirty (30) days of the move-out inspection.

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Any reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

### ***13.2 PARTICIPANT RESPONSIBILITIES***

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Allen Metropolitan Housing Authority. This shall be done by either paying the full amount due immediately upon the Allen Metropolitan Housing Authority requesting it or through a Repayment Agreement that is approved by the Allen Metropolitan Housing Authority.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

## **14.0 RECERTIFICATION**

### ***14.1 ANNUAL REEXAMINATION***

At least annually the Allen Metropolitan Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Allen Metropolitan Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. The letter includes forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

Upon receipt of verification, the Allen Metropolitan Housing Authority will determine the family's annual income and will calculate their family share.

#### **14.1.1 Effective Date of Rent Changes for Annual Reexaminations**

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

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

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

#### **14.1.2 Missed Appointments**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Allen Metropolitan Housing Authority taking action to terminate the family's assistance.

#### **14.2 INTERIM REEXAMINATIONS**

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

Families are required to report the following changes to the Allen Metropolitan Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

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

In circumstances of a family break-up, the Allen Metropolitan Housing Authority will make a determination of which family member will retain the certificate or voucher, taking into consideration the following factors:

1. To whom the certificate or voucher was issued.
2. The interest of minor children or of ill, elderly, or disabled family members.

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3. Whether the assistance should remain with the family members remaining in the unit.
4. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

D. Gaining employment or change in Employers. (Excluding; Increases in hours or increases in pay at a job previously reported and verified to the AMHA)

E. Any new or increased unearned income.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Allen Metropolitan Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Allen Metropolitan Housing Authority will make determinations on a case by case basis.

The Allen Metropolitan Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Allen Metropolitan Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Allen Metropolitan Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

Families are not required to, but may at any time, request an interim reexamination based

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on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Allen Metropolitan Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

#### **14.2.1 Special Reexaminations**

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

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

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

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

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

### **15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE ALLEN METROPOLITAN HOUSING AUTHORITY**

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

- A. If the family violates any family obligations under the program.
- B. If a family member fails to sign and submit consent forms.
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Allen Metropolitan Housing Authority determines that a family member has knowingly permitted an ineligible

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- noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.
- D. If any member of the family has ever been evicted from public housing.
  - E. If the Housing Authority has ever terminated assistance under the Certificate or Voucher Program for any member of the family.
  - F. If any member of the family commits drug-related criminal activity, or violent criminal activity.
  - G. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.
  - H. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act.
  - I. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
  - J. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority. (The Housing Authority, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a Housing Authority or amounts paid to an owner by a Housing Authority. The Housing Authority may prescribe the terms of the agreement.)
  - K. If a family participating in the FSS program fails to comply, without good cause, with the family's FSS contract of participation.
  - L. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.
  - M. If any household member is subject to a lifetime registration requirement under a State sex offender registration program.
  - N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by the Allen Metropolitan Housing Authority to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

**16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS**

**16.1 COMPLAINTS**

The Allen Metropolitan Housing Authority will investigate and respond to complaints by participant families, owners, and the general public. The Allen Metropolitan Housing Authority may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

**16.2 INFORMAL REVIEW FOR THE APPLICANT**

**A. Informal Review for the Applicant**

The Allen Metropolitan Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Allen Metropolitan Housing Authority decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

**B. When an Informal Review is not Required**

The Allen Metropolitan Housing Authority will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Allen Metropolitan Housing Authority subsidy standards.
2. A Allen Metropolitan Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
3. A Allen Metropolitan Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Allen Metropolitan Housing Authority determination that a unit selected by the applicant is not in compliance with HQS.
5. A Allen Metropolitan Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.

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7. Discretionary administrative determinations by the Allen Metropolitan Housing Authority.

C. Informal Review Process

The Allen Metropolitan Housing Authority will give an applicant an opportunity for an informal review of the Allen Metropolitan Housing Authority decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Allen Metropolitan Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Allen Metropolitan Housing Authority decision.
3. The Allen Metropolitan Housing Authority will notify the applicant of the Allen Metropolitan Housing Authority decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Allen Metropolitan Housing Authority will consider evidence of whether the household member:

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1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

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

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

### **16.3 INFORMAL HEARINGS FOR PARTICIPANTS**

A. When a Hearing is Required

1. The Allen Metropolitan Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Allen Metropolitan Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Allen Metropolitan Housing Authority policies:
  - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
  - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Allen Metropolitan Housing Authority utility allowance schedule.
  - c. A determination of the family unit size under the Allen Metropolitan Housing Authority subsidy standards.

- d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Allen Metropolitan Housing Authority subsidy standards, or the Allen Metropolitan Housing Authority determination to deny the family's request for an exception from the standards.
  - e. A determination to terminate assistance for a participant family because of the family's action or failure to act.
  - f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Allen Metropolitan Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Allen Metropolitan Housing Authority will give the opportunity for an informal hearing before the Allen Metropolitan Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

**B. When a Hearing is not Required**

The Allen Metropolitan Housing Authority will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Allen Metropolitan Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Allen Metropolitan Housing Authority schedule of utility allowances for families in the program.
4. A Allen Metropolitan Housing Authority determination not to approve an extension or suspension of a certificate or voucher term.
5. A Allen Metropolitan Housing Authority determination not to approve a unit or lease.
6. A Allen Metropolitan Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Allen Metropolitan Housing Authority will provide the opportunity for an informal hearing for

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a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Allen Metropolitan Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Allen Metropolitan Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Allen Metropolitan Housing Authority will notify the family that the family may ask for an explanation of the basis of the Allen Metropolitan Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Allen Metropolitan Housing Authority will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:
  - a. Contain a brief statement of the reasons for the decision; and
  - b. State this if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Allen Metropolitan Housing Authority and participants will adhere to the following procedures:

1. Discovery
  - a. The family will be given the opportunity to examine before the hearing any Allen Metropolitan Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Allen Metropolitan Housing Authority does not make the document(s) available for examination on request of the family, the Allen Metropolitan Housing Authority may not rely on the document at the hearing.

- b. The Allen Metropolitan Housing Authority will be given the opportunity to examine, at the Allen Metropolitan Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Allen Metropolitan Housing Authority will be allowed to copy any such document at the Allen Metropolitan Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Allen Metropolitan Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Allen Metropolitan Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Allen Metropolitan Housing Authority hearing procedures.

4. Evidence

The Allen Metropolitan Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Allen Metropolitan Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Allen Metropolitan Housing Authority is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Allen Metropolitan Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Allen Metropolitan Housing Authority determines that it is not bound by a hearing decision, the Allen Metropolitan Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Allen Metropolitan Housing Authority will consider evidence of whether the household member:

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1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

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

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

## **17.0 TERMINATION OF THE LEASE AND CONTRACT**

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Allen Metropolitan Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Allen Metropolitan Housing Authority after the first year of the lease. The length of the notice that is required is stated in the lease (generally 30 days).

2. By the owner.

- a. The owner may terminate the lease during its term on the following grounds:
  - i. Serious or repeated violations of the terms or conditions of the lease;
  - ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;
  - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
  - iv. Any drug-related criminal activity on or near the premises;
  - v. Other good cause. Other good cause may include, but is not limited to:
    - (1) Failure by the family to accept the offer of a new lease;
    - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
    - (3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
    - (4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.
- b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.
- c. The owner may only evict the tenant by instituting court action. The owner must give the Allen Metropolitan Housing Authority a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

- d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may at any time mutually agree to terminate the lease.

- B. Termination of the Contract

1. Automatic termination of the Contract

- a. If the Allen Metropolitan Housing Authority terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Allen Metropolitan Housing Authority

The Housing Authority may terminate the HAP contract because:

- a. The Housing Authority has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.
- d. When the family breaks up and the Allen Metropolitan Housing Authority determines that the family members who move from the unit will continue to receive the assistance.

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- e. The Allen Metropolitan Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
  - f. The owner has breached the contract in any of the following ways:
    - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
    - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
    - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
    - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
    - v. If the owner has engaged in drug trafficking.
4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner will receive a prorated HAP payment, equal to the number of days the family occupied the unit, for the month in which the family moves out.. If the owner has begun eviction proceedings and the family continues to occupy the unit, the Housing Authority will continue to make payments until the owner obtains a judgment or the family moves out.

## **18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE**

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Occasionally, it is necessary for the Allen Metropolitan Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Allen Metropolitan Housing Authority Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **(insert dollar amount)** for authorized expenditures.

Any item(s) exceeding **(insert dollar amount)** will require prior Board of Commissioner approval before any charge is made against the Section 8 Administrative Fee Reserve.

## **19.0 INTELLECTUAL PROPERTY RIGHTS**

No program receipts may be used to indemnify contractors or subcontractors of the Allen Metropolitan Housing Authority against costs associated with any judgement of infringement of intellectual property rights.

## **20.0 ALLEN METROPOLITAN HOUSING AUTHORITY OWNED HOUSING**

Units owned by the Allen Metropolitan Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Allen Metropolitan Housing Authority will do the following:

- A. The Allen Metropolitan Housing Authority will make available through the briefing process both orally and in writing the availability of Allen Metropolitan Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Allen Metropolitan Housing Authority will obtain the services of an independent entity to perform the following Allen Metropolitan Housing Authority functions:
  - 1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Allen Metropolitan Housing Authority.
  - 2. To assist the family in negotiating the rent.
  - 3. To inspect the unit for compliance with HQS.

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- C. The Allen Metropolitan Housing Authority will gain HUD approval for the independent agency/agencies utilized to perform the above functions
- D. The Allen Metropolitan Housing Authority will compensate the independent agency/agencies from our ongoing administrative fee income.
- E. The Allen Metropolitan Housing Authority, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

## **21.0 QUALITY CONTROL OF SECTION 8 PROGRAM**

In order to maintain the appropriate quality standards for the Section 8 program, the Allen Metropolitan Housing Authority will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

## **22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM**

- A. New HAP Contracts

On and after October 1, 1999, the Allen Metropolitan Housing Authority will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

- B. Over-FMR Tenancy

If the Allen Metropolitan Housing Authority had entered into any HAP contract for an over-FMR tenancy under the certificate program prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy shall be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b)(2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular

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reexamination of family income and composition on or after the merger date of October 1, 1999.

C. Voucher Tenancy

If the Allen Metropolitan Housing Authority had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, on and after October 1, 1999 such tenancy will continue to be considered and treated as a tenancy under the voucher program, and will be subject to the voucher program requirements under 24 CFR 982.502, including calculation of the voucher housing assistance payment in accordance with 24 CFR 982.505. However, 24 CFR 982.505(b) (2) will not be applicable for calculation of the housing assistance payment prior to the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999.

D. Regular Certificate Tenancy

The Allen Metropolitan Housing Authority will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Allen Metropolitan Housing Authority will give at least 120 days written notice of such termination to the family and the owner, and the Allen Metropolitan Housing Authority will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Allen Metropolitan Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

## GLOSSARY

**1937 Housing Act:** The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

**Absorption:** In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

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

**Administrative fee:** Fee paid by HUD to the housing authority for the administration of the program.

**Administrative Plan:** The plan that describes housing authority policies for the administration of the tenant-based programs.

**Admission:** The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

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

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

**Amortization Payment:** In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home. If furniture was included in the purchase price, the debt service must be reduced by 15% to exclude the cost of the furniture. The amortization cost is the initial financing, not refinancing. Set-up charges may be included in the monthly amortization payment.

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

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

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

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

**Assets:** see net family assets.

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

**Assisted lease (lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

**Certificate:** A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

**Certification:** The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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

**Child care expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of

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childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

**Citizen:** A citizen or national of the United States.

**Common space:** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**Congregate housing:** Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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

**Contiguous MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.

**Continuously assisted:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

**Cooperative:** Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

**Domicile:** The legal residence of the household head or spouse as determined in accordance with State and local law.

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

**Department:** The Department of Housing and Urban Development.

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

**Disability assistance expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be

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employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled family:** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

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

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

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

**Drug related criminal activity:** Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

**Drug trafficking:** The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

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

**Elderly person:** A person who is at least 62 years of age.

**Evidence of citizenship or eligible status:** The documents that must be submitted to evidence citizenship or eligible immigration status.

**Exception rent:** An amount that exceeds the published fair market rent.

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

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

**Fair market rent (FMR):** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of

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modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

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

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

**Family members:** include all household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the HUD-50058.

**Family self-sufficiency program (FSS program):** The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

**Family share:** The portion of rent and utilities paid by the family or the gross rent minus the amount of the housing assistance payment.

**Family unit size:** The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

**FMR/exception rent limit:** The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

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

**Gross rent:** The sum of the rent to the owner plus any utilities.

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**Group Home:** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**Head of household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household members:** include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

**Housing Assistance Payment (HAP):** The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

**Housing quality standards (HQS):** The HUD minimum quality standards for housing assisted under the Section 8 program.

**Housing voucher:** A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**Housing voucher holder:** A family that has an unexpired housing voucher.

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

**Income category:** Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

**Incremental income:** The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

**Initial Housing Authority:** In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

**Initial payment standard:** The payment standard at the beginning of the HAP contract term.

**Initial rent to owner:** The rent to owner at the beginning of the initial lease term.

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

**Jurisdiction:** The area in which the housing authority has authority under State and local law to administer the program.

**Lease:** A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between the owner and the housing authority.

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

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

**Low-income families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937Act)*

**Manufactured home:** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

**Manufacture home space:** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

**Medical expenses:** Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

**Mixed family:** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**Moderate rehabilitation:** Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- a. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- b. repair or replace major building systems or components in danger of failure.

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**Monthly adjusted income:** One twelfth of adjusted income.

**Monthly income:** One twelfth of annual income.

**Mutual housing** is included in the definition of "cooperative".

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

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

**Net family assets:**

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

**Noncitizen:** A person who is neither a citizen nor national of the United States.

**Notice Of Funding Availability (NOFA):** For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

**Owner:** Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

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**Participant (participant family):** A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

**Payment standard:** In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

**Person with disabilities:** A person who:

- a. Has a disability as defined in Section 223 of the Social Security Act,

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

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

- b. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

- (1) is expected to be of long-continued and indefinite duration,

- (2) substantially impedes his or her ability to live independently, and

- (3) is of such a nature that such ability could be improved by more suitable housing conditions, or

- c. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.

"Severe chronic disability that:

- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;

- (2) is manifested before the person attains age 22;

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(3) is likely to continue indefinitely;

(4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and

(5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

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

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Portability:** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

**Premises:** The building or complex in which the dwelling unit is located, including common areas and grounds.

**Private space:** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**Preservation:** This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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

**Public Housing Agency:** A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

**Reasonable rent:** A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

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**Receiving Housing Authority:** In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

**Re-certification:** A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

**Remaining member of a tenant family:** A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

**Rent to owner:** The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

**Set-up charges:** In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

**Shared housing:** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

**Single person:** Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**Single room occupancy housing (SRO):** A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

**Special admission:** Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

**Special housing types:** Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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

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**Statement of family responsibility:** An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

**Subsidy standards:** Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**Suspension:** Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

**Tenant:** The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

**Tenant rent:** The amount payable monthly by the family as rent to the owner minus any utility allowance.

**Third-party (verification):** Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

**Tolling:** see suspension.

**Total tenant payment (TTP):**

(1) Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

if the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

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

**Utility hook-up charge:** In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

**Utility reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

**Verification:**

- a. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
- b. The three types of verification are:
  - (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
  - (2) Documentation, such as a copy of a birth certificate or bank statement
  - (3) Family certification or declaration (only used when third-party or documentation verification is not available)

**Very low-income families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. *[1937 Act]*

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

**Voucher (rental voucher):** A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

**Voucher holder:** A family holding a voucher with unexpired search time.

**Waiting list admission:** An admission from the housing authority waiting list. *[24 CFR 982.4]*

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

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

## ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

## SECTION 8 HOMEOWNERSHIP PROGRAM

### 1.0 INTRODUCTION

This administrative plan has been prepared as an addendum to the existing Section 8 Administrative Plan.

This Plan addresses those areas that are pertinent to only the Homeownership Program. Areas not addressed herein may be found in the overall plan.

So as to avoid restating the applicable laws, the following is the list of written guidelines in descending order of authoritativeness:

**42 U.S.C. 1437 et. seq.**  
**24 CFR 982 et. seq.**  
**HUD requirements**  
**Homeownership Administrative Plan**  
**Section 8 Administrative Plan**

### 2.0 PURPOSE

- A. The Section 8 Homeownership Program (“Program”) of the Allen Metropolitan Housing Authority (AMHA) permits participants who (1) meet the general requirements for admission into the AMHA Section 8 Housing Choice Voucher Program, including participants with portable vouchers, and (2) satisfy the additional special requirements for homeownership assistance described herein, the option of purchasing a home with their Section 8 assistance rather than renting.

The specific objectives of this program are:

Expansion of housing opportunities for low-income, handicapped and disabled AMHA families.

Permitting AMHA families to acquire appreciable assets, moving toward the goal of economic self-sufficiency and eventual independence from the government assistance programs.

- B. Applicants for the program must have completed one year under lease in the voucher program; may not owe AMHA or any other Housing Authority an outstanding debt; and must meet the other minimum eligibility criteria set forth herein.
- C. All civil rights law applicable to the Section 8 voucher program is applicable to the program. AMHA will comply with all equal opportunity and nondiscrimination requirements imposed by contract or federal and state law.

### **3.0 HOUSEHOLD ELIGIBILITY REQUIREMENTS**

Participation in the Program is voluntary. Each Section 8 home ownership participant must meet the general requirements for admission to the Section 8 Housing Choice Voucher Program as set forth in AMHA Administrative Plan. Such Section 8 family also must be “eligible” to participate in the homeownership program. The additional eligibility requirements for participation in AMHA’s Section 8 homeownership program include that the family must: (A) be a first-time homeowner or have a member who is a person with disabilities; (B) with the exception of elderly and disabled households, meet a minimum income requirement without counting income from “welfare assistance” sources; (C) with the exception of elderly and disabled households, meet the requisite employment criteria; (D) have completed an initial lease term in the Section 8 Choice Voucher Program; (E) have fully repaid any outstanding debt owed to AMHA or any other Housing Authority; (F) not defaulted on a mortgage securing debt to purchase a home under the homeownership option; (G) not have any member who has a present ownership interest in a residence at the commencement of homeownership assistance; and, (H) agree to participate in a mandatory post purchase Individual Savings Account program for repairs and maintenance.

#### **A. First-Time Homeowner.**

Each Section 8 family, except families with a disabled member, must be a first-time homeowner. A “first-time homeowner” means no member of the household has any present ownership interest in a residence during the three years preceding commencement of homeownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a “first-time homeowner” for purposes of the Section 8 homeownership option. A member of a cooperative (as defined in (CFR 982.4) or an individual who currently owns a mobile home also qualifies as a “first-time homeowner”.

“Present ownership interest” means that no member of the household had an “interest in the home” including title to the home or any lease or other right to occupy the home. It does not include the right to purchase title to the residence under a lease-purchase agreement.

#### **.B. Minimum Income Requirement.**

##### **(1) Amount of Income.**

At the time family begins receiving homeownership assistance, the head of household, spouse, and/or other adult household members who

will own the home, must have a gross annual income at least equal to the Federal minimum hourly wage multiplied by 2000 hours.

(2) Exclusion of Welfare Assistance Income.

With the exception of elderly and disabled families, AMHA will disregard any “welfare assistance” income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families (“TANF”); Supplemental Security Income (“SSI”) that is subject to an income eligibility test; food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the homeownership program. It does not affect the determination of income-eligibility for admission to the section 8 Housing Choice Voucher Program, calculation of the family’s total tenant payment, or calculation of the amount of homeownership assistance payments.

C. Employment History.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance is employed full-time (an average of 30 hours per week) and has been so continuously employed for one year prior to execution of the sales agreement. In order to reasonably accommodate a family’s participation in the program, AMHA will exempt a person who is elderly or who is disabled from this requirement. AMHA may also consider whether and to what extent an employment interruption is consider permissible in satisfying the employment requirement. AMHA may also consider successive employment during the one-year period and self-employment in a business. Every adult in a non-exempt household will have the requirement of either being a full time student or being employed full time (30 hours per week) or providing care to a child or disabled person full time or be elderly or disabled.

D. Completion of initial Lease Term.

Applicants for and new participants in this Section 8 Housing Choice Voucher Program shall be Ineligible for participation in the Section 8 homeownership program until completion of an initial Section 8 lease term and the participant’s first annual rectification in the Section 8 Housing Choice Voucher Program. Nothing in this provision will preclude Section 8 participants that have completed an initial lease term in another jurisdiction from participating in the Section 8 homeownership program.

#### E. Repayment of Any Housing Authority Debts

Participants in the Section 8 Housing Choice Voucher Program shall be ineligible for participation in the Section 8 homeownership program in the event any debt or portion of a debt remains owed to AMHA or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt (s) from participating in the Program.

#### F. Additional Eligibility Factors

##### (1) Elderly and Disabled Households

Elderly and disabled families are exempt from the employment requirements set forth in Section 3. C. above. In the case of an elderly or disabled family, AMHA will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the Program.

##### (2) Participation in FSS Program

Applicants, other than those who are elderly or disabled households, will be required to participate in AMHA Family Self Sufficiency (“FSS”) program. Fannie Mae allows FSS participation to be considered as a compensating factor for borrowers with less than 24 months of employment.

##### (3) Prior Mortgage Defaults

If a head of household, spouse, or other adult household member, who will execute the contract of sale, mortgages and loan documents have previously defaulted on a mortgage obtained through the Program, the family will be ineligible to participate in the Program.

##### (4) The family has not been in the “termination of assistance” process more than once in the last two years.

##### (5) The family has a statement of “certification” from an AMHA approved housing counseling program at the time of the homeownership briefing. “Certification” requires a current credit statement that meets the agency’s standard for completion.

##### (6) Head of household and any other adult who is applying for a mortgage loan and/or will be on the deed will be determined before commencement of homeownership assistance.

#### **4.0 FAMILY PARTICIPATION REQUIREMENTS**

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements: (A) complete a homeownership counseling program; (B) within a specified time, locate the home it proposes to purchase; (C) submit a sales agreement containing specific components to AMHA for approval; (D) allow AMHA to inspect the proposed home to assure that the dwelling meets appropriate housing quality standards; (E) obtain an independent inspection, from an AMHA approved inspector, covering major building systems; (F) obtain AMHA approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements);

And (G) enter into a written agreement with AMHA to comply with all of its obligations under the Section 8 program.

##### **A. Home Ownership Counseling Program.**

A family's participation in the Program is conditioned on the family attending and successfully completing a homeownership and housing counseling program provided or approved by AMHA prior to commencement of homeownership assistance. The homeownership and counseling program will cover home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing; finding a home; and the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families.

AMHA will require homeownership families to take post-purchase counseling.

##### **B. Purchasing a Home**

Upon approval for the Program, a family shall have one hundred eighty (180) days to locate a home to purchase. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to AMHA. For good cause, AMHA may extend a Section 8 family's time to locate the home for additional thirty (30) day increments. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by AMHA, their Section 8 rental assistance through the Section 8 housing choice voucher program shall continue. Once a home is located and a sales agreement approved by AMHA is signed by the family, the family shall have up to three (3) months, or such other time as is approved by AMHA's Executive Director or set forth in the AMHA-approved sales agreement, to purchase the home.

##### **C. Failure to Complete Purchase**

If a Section 8 participant is unable to purchase the home within the maximum time permitted by AMHA, AMHA shall continue the family's participation in the Section

8 Housing Choice Voucher Program. The family may not re-apply for the Program until they have completed an additional year of participation in the Section 8 Housing Choice Voucher Program following the initial determination of their eligibility for the home ownership option.

## **5.0 ELIGIBLE UNITS**

### **A. Type of Home.**

An eligible family may purchase any of the following types of homes: a new or existing single-family home, a single dwelling unit in a condominium or cooperative, or a manufactured home to be permanently situated on a lot owned by the family. New homes must already be under construction at the time AMHA determines the family eligible for homeownership assistance 982.628 (a)(2). Assistance is not available to purchase a home, which is receiving Section 8 project-based assistance.

### **B. Location**

The family may purchase a home in Allen County, or in an Ohio county other than Allen County, provided the Housing Authority in the receiving county operates a Section 8 homeownership program for which the Section 8 homeownership applicant qualifies or authorizes AMHA to administer the homeownership assistance in such county. In the former case, a family's participation in the Section 8 homeownership program and policies of the receiving jurisdiction.

### **C. Home Inspections.** Prior to the commencement of homeownership assistance, the home is subject to the following inspections:

- (1) AMHA must inspect the home and determine that the home meets housing quality standards.
- (2) In addition to satisfying HQS, the home must be inspected by an independent inspector designated by the family and approved by AMHA.
- (3) The independent inspection of existing homes must cover major building systems. AMHA will not pay for the independent inspection. A copy of the independent inspection report must be provided to AMHA. AMHA may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards.
- (4) AMHA will maintain a list of independent inspectors that meet the inspection standards set by the American Society of Home Inspectors, and other criteria established by AMHA.

- (5) All deficiencies must be repaired prior to purchase using the model of FHA required repairs.

D. Seller.

The seller of the home may not be debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

E. Limitation of Choice

AMHA will not limit homeownership assistance to particular units, neighborhoods or developers.

F. Lease-Purchase is not an option for this Program.

## **6.0 SALES AGREEMENT**

Participants will be provided with a “Realtor Fact Sheet” which they should provide to the real estate agent as early in the purchase process as possible. The Realtor Fact Sheet will provide the real estate agent with information regarding the terms required by AMHA to be in the sales agreement.

Before commencement of homeownership assistance, the family must enter into a sales agreement with the seller of the home, a copy of which must be provided to AMHA. The sales agreement must (i) specify the price and other terms of the sale, (ii) allow the family to arrange for a pre-purchase independent inspection by an independent inspector selected by the family pursuant to Section 5; (iii) provide that the family is not obligated to purchase unless such inspections are satisfactory to the family; (iv) provide that the family is not obligated to pay for any necessary repairs; and (v) contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

The sales agreement will also provide AMHA with the right to (i) inspect the dwelling and determine that it meets HQS; (ii) review and approve the independent inspection report; and (iii) review and approve the financing terms and requirements.

## **7.0 FINANCING REQUIRMENTS**

A. General

AMHA may not require participants to use a certain lender or a certain type of financing. However, financing for purchase under this Program must generally be provided insured or guaranteed by the state or federal

government complies with secondary mortgage market requirements or complies with generally accepted private sector underwriting standards.

#### B. Terms

The proposed loan terms must be submitted to and approved by AMHA prior to closing. AMHA will determine, in its sole discretion, the affordability of the family's proposed loan terms and whether they are appropriate for current market conditions. In making such determination, AMHA may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses, homeownership expenses and the like. Certain types of financing, including but not limited to, balloon payment mortgages, unless convertible to a variable rate mortgage, are prohibited and will not be approved by AMHA. If a mortgage is not FHA-insured or VA-guaranteed, AMHA will require lenders to comply with generally accepted mortgage underwriting standards consistent with HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, RHS, the Federal Home Loan Bank or other generally accepted private sector underwriting requirements. AMHA will not approve any lending that it determines, in its sole discretion, to be abusive or predatory. Also, AMHA will not approve sub-prime terms in lending. Seller financing will be considered by AMHA on a case-by case basis.

#### C. Down Payment Requirements

AMHA will let the market determine the down payment. The family may use its IDA or FSS account for such purposes. The family may also receive downpayment assistance through other means such as county or city programs. In addition, the seller may also contribute to down payment and closing costs requirements. AMHA anticipates that the secondary or private market will further dictate creditworthiness and minimum down payment requirements.

#### D. HUD Grant

HUD has proposed allowing families to use their homeownership assistance as a single down payment grant. A down payment assistance grant is applied to the down payment for purchase of the home. If a family receives a down payment grant, AMHA may not make monthly assistance payments for the family.

The amount of the down payment grant will be based on the income of the family at the time of the grant and will be equal to the lower of the payment standard minus the total tenant payment times twelve.

The down payment assistance grant must be applied toward the purchase price of the home. No amount of the down payment grant may be used for payment of other fees and charges related to the acquisition of the home (such as closing costs).

If approved by HUD, families will be given the choice of down payment assistance or monthly assistance.

## **8.0 FAMILY OBLIGATIONS**

Assistance may only be paid while the family is residing in the home. If the family moves, AMHA may not continue homeownership assistance. The family or lender is not required to refund assistance for the month when a family moves out.

A family must execute the Statement of Family Obligations agreeing to comply with all family obligations under the Section 8 program and AMHA homeownership program. These obligations under (i) attending and completing ongoing homeownership counseling; (ii) complying with the mortgage terms; (iii) not selling or transferring the home to anyone other than a member of the assisted family who resides in the home while receiving homeownership assistance; (iv) supplying all required information to AMHA, including but not limited to, annual verification of household income and notice of change in homeownership expenses; (v) notice of move-out; (vi) notice of mortgage default; and (vii) not obtaining a present ownership interest in another residence while receiving homeownership assistance. In addition, the family must agree not to refinance or incur additional debt secured by the home without prior written approval by AMHA.

The family will be required to maintain ongoing “full-time” employment (30 hours per week). Except for disabled and elderly households, each household must demonstrate that each person 18 years or older is either employed full-time, or is a full-time student, or is providing care to a child or disabled person on a full-time basis.

## **9.0 MAXIMUM TERM OF HOME OWNERSHIP ASSISTANCE**

Except for disabled and elderly families, a family may receive Section 8 homeownership assistance for a term not to exceed 10 years from the closing, unless the initial mortgage incurred to finance the home has a term of 20 years or longer, in which case the maximum term is 15 years. Families that qualify as elderly at the commencement of homeownership assistance are not subject to a maximum term limitation. Families that qualify as disabled at the commencement of homeownership assistance, or at any time during the provision of homeownership assistance, are not subject to a maximum term limitation. If a disabled or elderly family ceases to qualify as such while receiving homeownership assistance, the appropriate maximum term becomes applicable from the date homeownership assistance commenced; provided, however, that such family will be eligible for at least 6 additional months of homeownership

assistance after the maximum term becomes applicable. These maximum term limits apply to any member of the household who has an ownership interest in the home during any time that homeownership payments are made, or is a spouse of any member of the household who has an ownership interest during the time homeownership payments are made. If the family has received assistance for different home, or from other housing authorities, the total of such assistance terms is subject to the maximum term limitation.

## **10.0 AMOUNT OF ASSISTANCE**

The amount of the monthly assistance payment will be based on three factors: (i) the voucher payment standard for which the family is eligible; (ii) the monthly homeownership expense; and (iii) the family's household income. AMHA will pay the lower of either the payment standard minus the total family contribution ("TFC") or the family's monthly homeownership expenses minus the TFC. The family will pay the difference.

### **A. Determining the Payment Standard**

The voucher payment standard is the fixed amount AMHA annually establishes as the "fair market" the rent for a unit of a particular size located within the AMHA jurisdiction. In the homeownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase. The payment standard for subsequent years will be based on the higher of (1) the payment standard in effect at commencement of the homeownership assistance; or (2) The payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, will not be adjusted even if there is a subsequent decrease in family size. AMHA will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, where warranted as a reasonable accommodation for a family that includes a person with disabilities.

### **B. Determining the Monthly Homeownership Expense**

Monthly homeownership expense includes all of the following: principal and interest on the initial mortgage debt and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowner insurance; maintenance expenses per AMHA allowance; costs of major repairs and replacements per AMHA allowance (replacement reserves); utility allowance per AMHA's schedule of utility allowances; principal and interest on mortgage debt

incurred to finance major repairs; and replacements or improvements for the home including changes needed to make the home accessible.

Homeownership expenses for a condominium may include homeowner association dues, fees or regular charges assessed, if any. Homeownership expenses for a cooperative member may only include AMHA approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home; principal and interest on initial debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible

#### C. Determining the Total Family Contribution

The TFC is that portion of the homeownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including welfare assistance) will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

#### D. Housing Assistance Payments

AMHA will provide the lender with notice of the amount of the housing assistance payment prior to closing and will pay AMHA's contribution towards the family's homeowner expenses directly to the loan service, unless otherwise required by the lender. The family will be responsible to submit its portion of the mortgage payment to the loan service.

#### E. Changes in Income Eligibility

The amount of a family's homeownership assistance may be changed in the month following annual recertification of the household income. Participation in the Section 8 Homeownership Program will continue until such time as the assistance payment is \$0 for a period of six (6) consecutive months.

### **11.0 PORTABILITY OF HOMEOWNERSHIP ASSISTANCE**

A family qualified for homeownership assistance may purchase a home outside AMHA's jurisdiction as provided in Section 5.B, if the receiving PHA is administering a homeownership program and is receiving new families.

### **12.0 MOVES**

A family who is receiving homeownership assistance may request permission from AMHA to move to a new home (1) with voucher rental assistance (in accordance with rental assistance program requirements) or (2) with voucher

homeownership assistance (in accordance with homeownership program requirements) only one time in any one year period. The family may not receive assistance in a new home while any family member owns any title or other interest in the prior home. AMHA may deny permission to move if (1) AMHA determines it does not have sufficient funding to continue assistance; or (2) the family has been denied assistance.

**13.0 DENIAL OR TERMINATION OF SECTION 8 HOMEOWNERSHIP ASSISTANCE**

**A. Failure to Comply with Family Obligations Under Section 8 Program or AMHA Homeownership Policies**

A family's homeownership assistance may be terminated, and voucher rental assistance may be denied, if the family (1) fails to comply with its obligations under the Section 8 program, (2) fails to comply with AMHA homeownership policies, or (3) defaults on its mortgage.

**B. Procedure for Termination or Denial of Homeownership Assistance**

A participant in the Section 8 Homeownership Program will be entitled to the same termination or denial notice and informal hearing procedures as set forth in the Section 8 Plan.

**C. Continued Participation in Section 8 Housing Choice Voucher Program**

**(1) Default on FHA-Insured Mortgage**

If the family defaults on an FHA-insured mortgage, AMHA may permit the family to move with continued Section 8 Housing Choice Voucher Program assistance if the family demonstrates that it has (a) conveyed title to the home to HUD or its designee, as required by HUD; and (b) moved from the home within the period established or approved by HUD.

**(2) Default on non-FHA-Insured Mortgage**

If the family defaults on a mortgage that is not FHA-insured, AMHA may permit the family to move with continued Section 8 housing choice voucher rental assistance if the family demonstrates that it has (a) conveyed title to the home to the lender, to AMHA or to its designee, as may be permitted or required by the lender; and (b) moved from the home within the period established or approved by the lender and/or AMHA.

## 13.0 RECAPTURE OF HOMEOWNERSHIP ASSISTANCE

### A. General

Upon purchase of the home, a family receiving homeownership assistance will execute documentation as required by AMHA and HUD, and consistent with state and local law, that secures AMHA's right to recapture the homeownership assistance. In certain circumstances, the homeownership assistance provided to the family may be subject to total or partial recapture upon the sale or refinancing of the home. Sales proceeds that are used by the family to purchase a new home with Section 8 homeownership assistance will not be subject to recapture. Further, a family may refinance to take advantage of lower interest rates or better mortgage terms without any recapture penalty. Only those proceeds realized upon refinancing that are retained by the family (e.g. a "cash-out") are subject to recapture.

### B. Recapture Amount for Sales

In the case of a sale or transfer, the recapture amount will be an amount equal to the lesser of (1) the amount of homeownership assistance (as adjusted pursuant to E. below); (2) the difference between the sales price and purchase price minus (a) the costs of any capital expenditures, (b) costs incurred in the sale, (c) the amount of the difference between the sales price and purchase price of a new home that is being used to purchase a new home under this Program, and (d) any amounts that have been previously recaptured.

### C. Recapture Amount for Refinancing

In the case of a refinance, the recapture amount will be an amount equal to be lesser of (1) the amount of homeownership assistance (as adjusted pursuant to E. below) or (2) the difference between the current mortgage debt and the new mortgage debt, minus (a) the costs of any capital contributions, (b) the costs incurred in the refinancing and (c) any amounts that have been previously recaptured.

### D. Determination of Sales Price

The recapture amount will be determined using the actual sales price of the home, unless the sale is to an identity-of-interest entity or for nominal consideration. In either of those cases AMHA will establish a sales price based on fair market value.

E. Automatic Reduction

The amount of homeownership assistance subject to recapture will automatically be reduced in annual increments of 10% beginning one year from the purchase date. At the end of 10 years the amount of homeownership assistance subject to recapture will be zero.

**14.0 WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES**

The Executive Director of AMHA will have the sole discretion from time to time to waive or modify any provision of the Section 8 Homeownership Program not governed by statute or regulation or to comply with changes in HUD regulations or directives.

## **APPENDIX A: SECTION 8 HOME OWNERSHIP OBLIGATIONS**

This form is to be signed by the home buyer(s) in the presence of the Allen Metropolitan Housing Authority (AMHA) Home Ownership Program Coordinator. The Coordinator will explain any and all clauses which you, the home buyer(s), may not understand.

The following paragraphs describe your responsibilities under the Section 8 Home Ownership Program. If you or members of your household do not meet these responsibilities, through your actions or your failure to act, you may be terminated from the Section 8 Home Ownership Program.

1. **Family Obligations:** You must comply with all Family Obligations of the Section 8 Housing Choice Voucher Program, excepting only the prohibition against owning or having an interest in the unit. Family Obligations 982.551 (c), (d), (e), (f), (g), and (j) do not apply to the Section 8 Homeownership Program.
2. **Housing Counseling:** All participating family members, (i.e. those signing the Purchase offer and loan documents) must satisfactorily complete a AMHA provided or approved counseling program prior to commencement of home ownership assistance. AMHA will require any or all participating family members to attend additional housing counseling classes as a condition of continued assistance.
3. **Purchase Contract:** You must include contract conditions in any Offer to Purchase that give AMHA a reasonable time (a) to inspect the home for compliance with HUD's Housing Quality Standards; (b) to review and approved a professional home inspection report obtained by you from a AMHA approved inspector, and (c) approve the terms of your proposed financing. Advise your Realtor of these requirements.
4. **Mortgage Obligations:** You must comply with the terms of any mortgage incurred in the purchase of the property and must notify AMHA's Home Ownership Program Counselor within five (5) days of receipt of any late payment or default notice.
5. **Occupancy:** You must occupy the unit as your principal residence. You may not transfer, sell, or assign any interest in the property without AMHA's prior written consent. You may not rent or lease any part of the premises without AMHA's prior written consent. You must notify AMHA in

writing at least 30 days prior to moving out of the house for a period of 30 days or longer or prior to any sale, -transfer, assignment, lease or other form of alienation of the assisted property.

6. Maintenance: You must maintain the property in a decent, safe and sanitary manner. You must allow AMHA to inspect the property within one-week of a demand by AMHA to conduct an inspection. You must correct any deficiency issued by AMHA with the time limit specified in the notice. If you fail to adequately maintain the property, AMHA may divert the maintenance and replacement reserves portions of the Home Ownership Assistance Payment to an escrow account to be used to pay for reasonable and necessary maintenance expenses.
7. Annual Re-examination: You must annually provide AMHA with current information regarding family income and composition in a format required by AMHA.
8. Refinancing: You must notify AMHA in writing of any proposal to refinance the original purchase mortgage or of any proposal to encumber the property with secondary financing and obtain AMHA written approval of such financing prior to executing any loan documents.
9. Default: In the event of a default on your mortgage obligation, you must cooperate with AMHA and lender to minimize any loss to the lender in order to maintain your eligibility to continue as a participant in the Section 8 Housing Choice Voucher Program.
10. Recapture: You must sign and have recorded a lien, in a form required by HUD, securing AMHA's right to recapture a percentage of home ownership assistance provided to you upon your sale or refinancing of the home within a 10 year period after the purchase date. The amount of recapture shall be calculated in accordance with HUD regulations and shall be subject to automatic reduction in 10% increments annually beginning one year from the purchase date.

**By signing below, I attest that I have read and understood my obligations as a participant in the Section 8 Home Ownership Program and I agree to abide by these responsibilities. I understand that AMHA may terminate my home ownership assistance if I violate any of these obligations, but that I may request an informal review of any proposed notice of termination prior to it becoming effective.**

\_\_\_\_\_  
Signature of Head of Household

\_\_\_\_\_  
Date

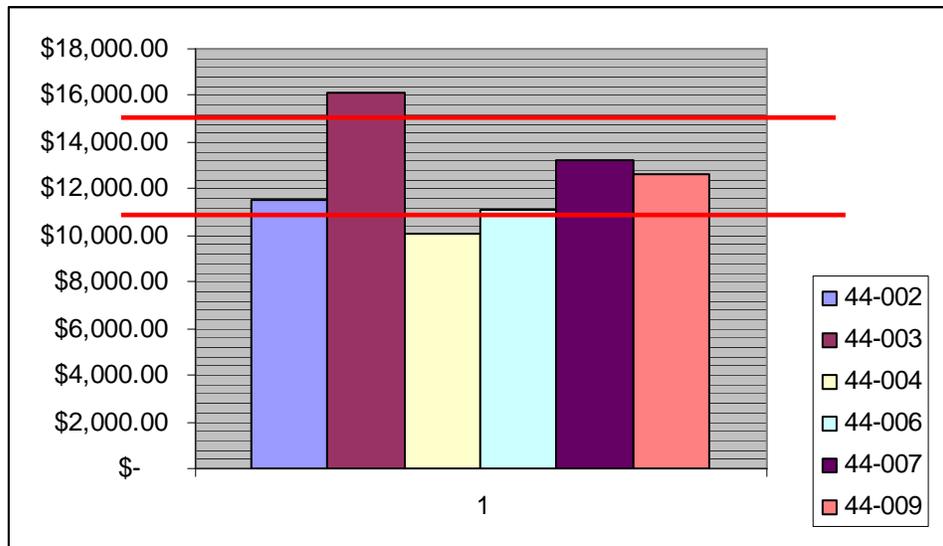
\_\_\_\_\_  
Signature of Spouse or Other Adult

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

## AMHA Deconcentration analysis for the FY 2004 Annual Plan



The red lines identify the Established Income Range (Lower limit = \$10,724, Upper limit = \$14,508) from which to determine whether each covered developments fall above, within, or below the range.

In this analysis, developments 44-003 and 44-004 fall above and below, respectively, the established range.

According to CFR 903.2 (c)(1)(iv)(c) a PHA with covered developments having average incomes outside the Established Income Range may explain or justify the income profile as being consistent with and furthering deconcentration by:

- (c) The covered development's size, location, and/or configuration promote deconcentration in public housing.

AMHA PIH units are scattered site single-family home developments. Thus, by design, issues of concentration of poverty or income mixing (usually attributed to multi-family complex developments) are alleviated.

**Voluntary Conversion Narrative**  
**April 12, 2004**

The Allen Metropolitan Housing Authority (AMHA) has not completed its required initial assessment as of this date. However, conversion of public housing units to tenant-based assistance is not viewed as a desirable action at this time.

As required in Notice PIH 2001-26, the AMHA provides the following answers to the required initial assessment questions:

- A. How many of the PHA's developments are subject to the Required Initial Assessment? **Six (6)**
- B. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions? **One (1)**
- C. How many assessments were conducted for the PHA's covered developments? **Five (5)**
- D. Identify PHA developments that may be appropriate for conversion based on the Required Initial Assessments: **None**
- E. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

**Note: It is AMHA's opinion that conversion of currently owned PIH units to tenant-based assistance would not be appropriate. Current numbers on the waiting list indicate a preference for Public Housing over SC8 and would be a disservice to those families who prefer to have that choice.**

Furl Williams Tenant Council Meeting Minutes  
March 15, 2004

Attendance: Janet/Ed Sigmon, James Taylor, Mary Snider, Beulah Schwab, Lola Taylor, Liz Collins, MaryJo Horn, Paul Dellinger.

The meeting was called to order at 1:00pm and James opened with prayer. The following items were discussed:

- Chicken & Noodles fund raiser.
- Need for additional and better lock system for cabinets that are storing the commodities from West Ohio Food Bank.
- Pop Machine (?)
- James will be providing breakfast (eggs, bacon, sausage, pancakes) on March 24, 2004 beginning at 8:00am until (?) in the community room.
- AMHA's 2004 Annual Plan (see below).

Paul Dellinger, Assistant Director of AMHA, made a brief presentation of the 2004 Annual Plan. Mr. Dellinger explained that the Annual Plan was a document that outlined the activities of the Housing Authority and provided detail regarding the policies and procedures used in delivering housing assistance to the Lima and Allen County community. Mr. Dellinger explained the importance of receiving input from residents regarding the activities of the Housing Authority as well as suggestions on how services can be improved and/or new services that the residents believe should be considered. Mr. Dellinger announced that the AMHA Occupancy staff has nominated twenty (20) persons from AMHA's public housing program to the Resident Advisory Board and a meeting is scheduled for Friday, March 19, 2004 at 3:30 PM in the community room at Furl Williams Apartments. This meeting will be similar to the FWA tenant council meeting, in that, they will have an opportunity to hear a presentation on the 2004 Annual Plan and provide feedback regarding its content as well as make suggestions on potential changes that should be considered by the AMHA.

Mr. Dellinger reviewed the modernization projects that were planned for the Furl Williams Apartments: New Boiler installation, upgrade to the lock systems, and exterior siding installation and possibly a new balcony railing project. Mr. Dellinger completed the presentation and opened the floor for questions and/or comments. The following questions were raised:

- Why doesn't AMHA take the pole lights down, since new lights have been installed on the Building? They attract bird nests and are a nuisance.
- Will AMHA wash the windows that can't be reached from the Balcony? If not, will AMHA consider replacing the windows with new tilt sash windows so that we can wash them?

Mr. Dellinger informed the members that although there were no immediate plans for a window replacement project for FWA, it could be placed on the list for future consideration. The other questions would be forwarded to maintenance for their follow-up. Having received answers to all questions, the members called for adjournment.