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(exp. 02/28/2006)

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

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009
Annual Plan for Fiscal Year 2005

HOUSING AUTHORITY OF THE
COUNTY OF SAN JOAQUIN – CA024

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

PHA Plan
Agency Identification

PHA Name: Housing Authority of the County of San Joaquin

PHA Number: CA024

PHA Fiscal Year Beginning: (mm/yyyy) 10/2005

Public Access to Information

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

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

Display Locations for PHA Plans and Supporting Documents

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

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

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

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

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

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

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

☒ The PHA's mission is: (state mission here)
The Housing Authority of the County of San Joaquin is dedicated to providing and advocating for affordable, attractive, safe living environments and opportunities to become self-sufficient for persons of very low to moderate income.

B. Goals

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

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

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

☒ PHA Goal: Improve the quality of assisted housing
Objectives:
- ☒ Improve public housing management: (PHAS score)
- ☒ Improve voucher management: (SEMAP score)
- ☒ Increase customer satisfaction:
- ☒ Concentrate on efforts to improve specific management functions: (list; e.g., public housing finance; voucher unit inspections)

- ☒ Renovate or modernize public housing units:
- ☒ Demolish or dispose of obsolete public housing:
- ☒ Provide replacement public housing:
- ☒ Provide replacement vouchers:
- ☐ Other: (list below)

☒ PHA Goal: Increase assisted housing choices

Objectives:

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

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

☒ PHA Goal: Provide an improved living environment

Objectives:

- ☒ Implement measures to de-concentrate poverty by bringing higher income public housing households into lower income developments:
- ☒ Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- ☒ Implement public housing security improvements:
- ☒ Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- ☐ Other: (list below)

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

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

Objectives:

- ☒ Increase the number and percentage of employed persons in assisted families:
- ☒ Provide or attract supportive services to improve assistance recipients' employability:

- ☒ Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- ☐ Other: (list below)

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

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

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

Other PHA Goals and Objectives: (list below)

Annual PHA Plan
PHA Fiscal Year 2005
[24 CFR Part 903.7]

i. Annual Plan Type:
Select which type of Annual Plan the PHA will submit.

☒ **Standard Plan**

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

☐ **Troubled Agency Plan**

ii. Executive Summary of the Annual PHA Plan
[24 CFR Part 903.7 9 (r)]
Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

?? **Attachment A**

iii. Annual Plan Table of Contents
[24 CFR Part 903.7 9 (r)]
Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

Table of Contents

	Page #
Annual Plan	
Mission	Fiscal Year Plan 1
Goals	Fiscal Year Plan 1
Statement of Housing Needs	6
Statement of Financial Resources	15
PHA Policies Governing Eligibility, Selection, and Admissions	16
PHA Rent Determination Policies	25
Operations and Management	31
PHA Grievance Procedures	33
Capital Improvements Needs	34
Demolition and Disposition	36
Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities	37
Conversion of Public Housing to Tenant-Based Assistance	38
Homeownership Programs Administered by the PHA	40

PHA Community Service and Self-Sufficiency Programs 42
PHA Safety and Crime Prevention Measures 45
Pet Policy 47
Civil Rights Certifications 48
Fiscal Audit 49
PHA Asset Management 50
Other Information 51
Attachment A – Executive Summary 55
Attachment B – Management Structure & Organization 57
Attachment C – Capital Fund Program Annual Statement 64
Attachment D – Capital Fund Program Five Year Action Plan 75
Attachment E – Conversions of Public Housing 90
Attachment F – Asset Management 91
Attachment G – Resident Membership of the PHA Governing Board 94
Admission and Continued Occupancy Plan Separate File Named: ca024a01
Administrative Plan for the Section 8
Tenant-Based Assistance Program Separate File Named: ca024b01

Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

☐ Admissions Policy for De-concentration
☒ FY 2005 Capital Fund Program Annual Statement (Attach. C)
☐ Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

☐ PHA Management Organizational Chart
☒ FY 2005 Capital Fund Program 5 Year Action Plan (Attach. D)
☐ Public Housing Drug Elimination Program (PHDEP) Plan
☐ Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
☒ Other (List below, providing each attachment name)

?? Executive Summary (Attach. A)
?? Management Structure and Organization (Attach. B)
?? Conversions of Public Housing (Attach. E)
?? Asset Management (Attach. F)
?? Resident Membership of the PHA Governing Board (Attach. G)
?? Admission and Continued Occupancy Plan (File named: ca024a01)

?? Administrative Plan for the Section 8 Tenant-Based Assistance Program (File named: ca024b01)

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
Yes	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
Yes	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
Yes	Fair Housing Documentation: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
Yes	Consolidated Plan for the jurisdiction/s in which the PHA is located (which includes the Analysis of Impediments to Fair Housing Choice (AI))) and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
Yes	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
Yes	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP] (Included as **Attachment ca024a01)**	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Section 8 Administrative Plan (Included as **Attachment ca024b01)**	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Public Housing De-concentration and Income Mixing Documentation: 1. PHA board certifications of compliance with de-concentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/*99 Quality Housing and Work Responsibility Act Initial Guidance; Notice* and any further HUD guidance) and 2. Documentation of the required de-concentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
Yes	Public housing rent determination policies, including the methodology for setting public housing flat rents ☒ check here if included in the public housing	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
	A & O Policy	
Yes	Schedule of flat rents offered at each public housing development ☒ check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
Yes	Section 8 rent determination (payment standard) policies ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
Yes	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
Yes	Public housing grievance procedures ☒ check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
Yes	Section 8 informal review and hearing procedures ☒ check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
Yes	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
Yes	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
Yes	Policies governing any Section 8 Homeownership program ☒ check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
Yes	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
Yes	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
Yes	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Applicable Plan Component**
N/A	The most recent Public Housing Drug Elimination Program (PHEDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
Yes	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
N/A	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

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

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	2,225	5	5	5	3	5	3
Income >30% but <=50% of AMI	885	5	5	5	3	5	3
Income >50% but <80% of AMI	214	4	4	4	3	4	1
Elderly	305	4	5	4	3	1	2
Families with Disabilities	1,146	4	4	4	3	2	2
Race/Ethnicity 1/1	905	3	3	3	3	3	1
Race/Ethnicity 1/2	676	3	3	3	3	3	1
Race/Ethnicity 2/2	1263	4	3	3	3	3	1
Race/Ethnicity 3/2	80	4	3	3	3	3	1
Race/Ethnicity 4/2	378	4	3	3	3	3	1
Race/Ethnicity 2/1	9	4	3	3	3	3	1
Race/Ethnicity 3/1	23	4	3	3	3	3	1
Race/Ethnicity 4/1	4	4	3	3	3	3	1
Race/Ethnicity 5/1	2	4	3	3	3	3	1
Race/Ethnicity 5/2	27	4		3	3	3	1

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

☒ Consolidated Plan of the Jurisdiction/s
Indicate year: 2004-2005

☒ U.S. Census data: the Comprehensive Housing Affordability Strategy ("CHAS") dataset

☐ American Housing Survey data
Indicate year:

☐ Other housing market study
Indicate year:

☐ Other sources: (list and indicate year of information)

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

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

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) ☒ Section 8 tenant-based assistance ☐ Public Housing ☐ Combined Section 8 and Public Housing ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/sub jurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	2,531		
Extremely low income <=30% AMI	1,539	60.81%	
Very low income (>30% but <=50% AMI)	769	30.38%	
Low income (>50% but <80% AMI)	188	7.43%	
Families with children	1,842	72.78%	
Elderly families	209	8.26%	
Families with Disabilities	843	33.31%	
Race/ethnicity 1/1	665	26.27%	
Race/ethnicity 1/2	522	20.62%	
Race/ethnicity 2/2	917	36.23%	
Race/ethnicity 3/2	58	2.29%	
Race/ethnicity 4/2	322	12.72%	
Race/ethnicity 2/1	7	.28%	
Race/ethnicity 3/1	18	.71%	
Race/ethnicity 4/1	2	.08%	
Race/ethnicity 5/1	1	.04%	
Race/ethnicity 5/1	19	.75%	

Housing Needs of Families on the Waiting List
Is the waiting list closed (select one)? ☒ No ☐ Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List			
Waiting list type: (select one) ☐ Section 8 tenant-based assistance ☐ Public Housing ☐ Combined Section 8 and Public Housing ☒ Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/sub jurisdiction: **Stockton Development**			
	# of families	% of total families	Annual Turnover
Waiting list total	787		
Extremely low income <=30% AMI	676	85.90%	
Very low income (>30% but <=50% AMI)	86	10.93%	
Low income (>50% but <80% AMI)	17	2.16%	
Families with children	496	63.02%	
Elderly families	58	7.37%	
Families with Disabilities	268	34.05%	
Race/ethnicity 1/1	209	26.56%	
Race/ethnicity 1/2	117	14.87%	
Race/ethnicity 2/2	381	48.41%	
Race/ethnicity 3/2	12	1.52%	
Race/ethnicity 4/2	55	6.99%	
Race/ethnicity 2/1	3	.38%	
Race/ethnicity 3/1	5	.64%	
Race/ethnicity 4/1	1	.13%	
Race/ethnicity 5/1	1	.13%	
Race/ethnicity 5/1	3	.38%	
Characteristics by Bedroom Size (Public Housing Only)			

Housing Needs of Families on the Waiting List			
1BR	287	36.47	
2 BR	320	40.66	
3 BR	148	18.81	
4 BR	27	3.43	
5 BR	2	.25	
5+ BR	3	.38	

Is the waiting list closed (select one)? ☒ No ☐ Yes

If yes:

How long has it been closed (# of months)?

Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

☐ Section 8 tenant-based assistance

☐ Public Housing

☐ Combined Section 8 and Public Housing

☒ Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/sub jurisdiction: **Tracy**

	# of families	% of total families	Annual Turnover
Waiting list total	629		
Extremely low income <=30% AMI	487	77.42%	
Very low income (>30% but <=50% AMI)	113	17.97%	
Low income (>50% but <80% AMI)	24	3.82%	
Families with children	416	66.14%	
Elderly families	53	8.43%	
Families with Disabilities	175	27.82%	
Race/ethnicity 1/1	126	20.03%	
Race/ethnicity 1/2	131	20.83%	
Race/ethnicity 2/2	320	50.87%	
Race/ethnicity 3/2	17	2.70%	
Race/ethnicity 4/2	26	4.13%	
Race/ethnicity 2/1	2	.32%	
Race/ethnicity 3/1	4	.64%	
Race/ethnicity 4/1	1	.16%	
Race/ethnicity 5/1	0	0.0%	

Housing Needs of Families on the Waiting List			
Race/ethnicity 5/1	2	.32%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	205	32.59%	
2 BR	238	37.84%	
3 BR	153	24.32%	
4 BR	24	3.82%	
5 BR	9	1.43%	
5+ BR	0	0.0%	

Is the waiting list closed (select one)? ☒ No ☐ Yes
If yes:
How long has it been closed (# of months)? 20 Months
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☐ Public Housing
☐ Combined Section 8 and Public Housing
☒ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/sub jurisdiction: **Thornton**

	# of families	% of total families	Annual Turnover
Waiting list total	692		
Extremely low income <=30% AMI	483	69.80%	
Very low income (>30% but <=50% AMI)	160	23.12%	
Low income (>50% but <80% AMI)	41	5.92%	
Families with children	508	73.41%	
Elderly families	37	5.35%	
Families with Disabilities	211	30.49%	
Race/ethnicity 1/1	126	20.03%	
Race/ethnicity 1/2	131	20.83%	
Race/ethnicity 2/2	320	50.87%	
Race/ethnicity 3/2	17	2.70%	

Housing Needs of Families on the Waiting List			
Race/ethnicity 4/2	26	4.13%	
Race/ethnicity 2/1	2	.32%	
Race/ethnicity 3/1	4	.64%	
Race/ethnicity 4/1	1	.16%	
Race/ethnicity 5/1	0	0.0%	
Race/ethnicity 5/1	2	.32%	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	205	32.59%	
2 BR	238	37.84%	
3 BR	158	24.32%	
4 BR	24	3.82%	
5 BR	9	1.43%	
5+ BR	0	0.0%	

Is the waiting list closed (select one)? ☒ No ☐ Yes
If yes:
How long has it been closed (# of months)? 20 Months
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

C. Strategy for Addressing Needs

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

The HACSJ can play a critical role in the provision of affordable housing for the county's residents. In order to be a viable competitor under the open market, the HACSJ should consider the addition of new amenities/facilities, especially to multi-family units, and should implement an aggressive marketing strategy.

The flat rents calculated for HACSJ properties in this study do not take into account subjective qualities such as the negative stigma of public housing. In order for the HACSJ to stand as a feasible competitor in the open market, it is imperative that attention is paid to improving and maintaining the properties' curb appeal. Garbage removal policies should be strictly enforced and conducting a "yard of the month" club, with a motivating prize incentive.

A marketing strategy should be implemented to emphasize those amenities/facilities HACSJ offers that are not found in the open market, such as after school programs, resident programs and personal fenced yards. Emphasis should also be placed on the

similarities between HACSJ properties and the open market; for example, the HACSJ and the open market offer central air conditioning, washer/dryer hook-ups, and window coverings. The HACSJ's single-family units, which appear to exceed the quality of Section 8 single-family housing in the City of Stockton, should be advertised and promoted. Given the continued escalated cost of single-family housing in the San Joaquin area, affordable and attractive units will be demanded. The HACSJ single-family units are an asset to the HACSJ and should be well advertised.

The HACSJ must keep in mind the increasing demand for affordable rental housing in the county. Future plans should include the development of affordable multi-family housing as well as homeownership programs.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

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

Select all that apply

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

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- ☒ Apply for additional section 8 units should they become available
- ☒ Leverage affordable housing resources in the community through the creation of mixed - finance housing

☒ Pursue housing resources other than public housing or Section 8 tenant-based assistance.
☐ Other: (list below)

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

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

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

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

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

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

Need: Specific Family Types: The Elderly

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

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

Need: Specific Family Types: Families with Disabilities

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

☐ Seek designation of public housing for families with disabilities
☒ Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
☒ Apply for special-purpose vouchers targeted to families with disabilities, should they become available

☒ Affirmatively market to local non-profit agencies that assist families with disabilities
☐ Other: (list below)

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

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

Select if applicable

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

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

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

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

(2) Reasons for Selecting Strategies

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

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

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

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

Financial Resources: Planned Sources and Uses		
Sources	**Planned $**	**Planned Uses**
1. **Federal Grants (FY 2005 grants)**		
a) Public Housing Operating Fund	$3,032,520	
b) Public Housing Capital Fund	$1,913,835	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	$29,591,020	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants	$74,200	
h) Community Development Block Grant	$89,880	
i) HOME		
Other Federal Grants (list below)		
Franco Center Multi-Family Service Coordinator Grant	$64,005	
Franco Center	$491,030	
Sartini Manor	$22,584	
2. Prior Year Federal Grants (un-obligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	$2,972,180	
4. Other income (list below)		
Interest Income	$103,940	
5. Non-federal sources (list below)		
State Migrant Housing Programs	$1,181,996	
Total resources	$39,537,190	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

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

(1) Eligibility

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

☒ When families are within a certain number of being offered a unit: (state number)
☐ When families are within a certain time of being offered a unit: (state time)
☐ Other: (describe)

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

☒ Criminal or Drug-related activity
☒ Rental history
☒ Housekeeping
☒ Other (describe)

Adult individuals who are registered in the State's lifetime sex offender registrations program, including live-in aids are not eligible for admission to public housing.

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

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

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

FBI Criminal records are accessed through National Credit Reporting.

(2)Waiting List Organization

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

☐ Community-wide list
☐ Sub-jurisdictional lists

☒ Site-based waiting lists
☐ Other (describe)

b. Where may interested persons apply for admission to public housing?
☒ PHA main administrative office
☒ PHA development site management office
☐ Other (list below)

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 4

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? Four (4)

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

(3) Assignment

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

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

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

(4) Admissions Preferences

a. Income targeting:

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

b. Transfer policies:
In what circumstances will transfers take precedence over new admissions? (list below)

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

?? 10% exception, i.e., for Government-displaced families due to fire, flood, forced evictions.

c. Preferences

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

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

Former Federal preferences:

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

Other preferences: (select below)

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

☒ Victims of reprisals or hate crimes
☒ Other preference(s) (list below)
?? **Disability Preference**

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

4 Date and Time

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

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

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

(5) Occupancy

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

?? World-wide web
?? Flyers
?? Recorded voicemail system.

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

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

(6) De-concentration and Income Mixing

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

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

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

☐ Adoption of site-based waiting lists
If selected, list targeted developments below:

☒ Employing waiting list "skipping" to achieve de-concentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

?? All developments targeted.

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☒ Yes ☐ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for de-concentration of poverty and income mixing?

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

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

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)
☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)
☒ Not applicable: results of analysis did not indicate a need for such efforts
☐ List (any applicable) developments below:

B. Section 8

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

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)
☒ Criminal or drug-related activity only to the extent required by law or regulation
☒ Criminal and drug-related activity, more extensively than required by law or regulation
☒ More general screening than criminal and drug-related activity (list factors below)
☒ Other (list below)

?? Check for eviction from public housing within last 3 years.
?? Adult individuals who are registered in the State's lifetime sex offender registrations program, including live-in aids will not be admitted to the housing choice voucher program.

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

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

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

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

☐ Criminal or drug-related activity
☒ Other (describe below)
?? Previous owner and rental address information
?? Any claims

(2) Waiting List Organization

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

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

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

☒ PHA main administrative office
☒ Other (list below)
?? Remote HACSJ site offices

(3) Search Time

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

If yes, state circumstances below:
?? Medical
?? Hardships
?? Prevailing rental conditions.

(4) Admissions Preferences

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

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

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

4 Date and Time

Former Federal preferences

1 Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
3 Victims of domestic violence
3 Substandard housing
3 Homelessness

3 High rent burden

Other preferences (select all that apply)

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

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

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

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

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

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

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

(5) Special Purpose Section 8 Assistance Programs

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

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

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

- ☒ Through published notices
- ☐ Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

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

(1) Income Based Rent Policies

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

a. Use of discretionary policies: (select one)

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

---or---

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

b. Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

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

?? <u>Exceptions to Minimum Rent</u>
The HACSJ will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until the HACSJ determines whether the hardship is:

- Covered by statute
- Temporary or long term

If the HACSJ determines that the minimum rent is not covered by statute, the HACSJ will impose a minimum rent including payment for minimum rent from the time of suspension.

The HACSJ will use its standard verification procedures to verify circumstances which have resulted in financial hardship, such as loss of employment, death in the family, etc.

?? <u>HUD Criteria for Hardship Exception</u>

The Housing Authority has set the minimum rent at $50. However, if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. A hardship exists in the following circumstances:

- When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State or local assistance program;
- When the family would be evicted as a result of the imposition of the minimum rent requirement;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
- When a death has occurred in the family.

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

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

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

?? Flat Rent

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

☒ For the earned income of a previously unemployed household member

☒ For increases in earned income
☒ Fixed amount (other than general rent-setting policy)
If yes, state amount/s and circumstances below:

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

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

e. Ceiling rents

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

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

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

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

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

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

f.. Rent re-determinations:

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

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

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

(2) Flat Rents

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

☒ The section 8 rent reasonableness study of comparable housing
☒ Survey of rents listed in local newspaper
☒ Survey of similar unassisted units in the neighborhood
☒ Other (list/describe below)
?? Third party market comparability study.

B. Section 8 Tenant-Based Assistance

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

(1) Payment Standards

Describe the voucher payment standards and policies**.**

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

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

?? Exception payment standard for the City of Tracy, California.

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

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

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

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

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

☒ Annually
☒ Other (list below)

?? As needed depending on prevailing rental market trends.

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

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

?? Ability to utilize vouchers within the maximum allowed time (i.e., 120 days).

(2) Minimum Rent

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

☐ $0
☐ $1-$25
☒ $26-$50

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

?? Exceptions to Minimum Rent
The HACSJ will immediately grant the minimum rent exception to all families who request it.

The Minimum Rent will be suspended until the HACSJ determines whether the hardship is:

- Covered by statute
- Temporary or long term

If the HACSJ determines that the minimum rent is not covered by statute, the HACSJ will impose a minimum rent including payment for minimum rent from the time of suspension.

The HACSJ will use its standard verification procedures to verify circumstances, which have resulted in financial hardship, such as loss of employment, death in the family, etc.

?? <u>HUD Criteria for Hardship Exception</u>

In order for a family to qualify for a hardship exception the family's circumstances must fall under one of the following HUD hardship criteria:

- The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

- The family would be evicted as a result of the imposition of the minimum rent requirement.

- The income of the family decreased because of changed circumstances, including:
  - Lose of employment
  - Death in the family
  - Other circumstances as determined by HACSJ

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

☒ An organization chart showing the PHA's management structure and organization is attached.

?? **See Attachment B**

☒ A brief description of the management structure and organization of the PHA follows:

?? **See Attachment B**

B. HUD Programs Under PHA Management

?? List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	1,025	10
Section 8 Vouchers	4,833	135
Section 8 Certificates	0	
Section 8 Mod Rehab	0	
Special Purpose Section 8 Certificates/Vouchers (list individually)	Welfare to Work = 654 Family Unification = 111	29 3
Public Housing Drug Elimination Program (PHDEP)	0	0
Other Federal Programs(list individually)	Franco Center = 110 Sartini Manor = 31 Harney Lane = 95	1

C. Management and Maintenance Policies

List the PHA's public housing management and maintenance policy documents, manuals and handbooks that contain the Agency's rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

(1) Public Housing Maintenance and Management: (list below)

?? Public Housing Maintenance Policy Manual

(2) Section 8 Management: (list below)

?? Administrative Plan for the Section 8 Housing Choice & Voucher Programs (**See Attachment ca024b01**)

?? Administrative & Continued Occupancy Policies (A&O) (**See Attachment ca024a01**)

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

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

If yes, list additions to federal requirements below:

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

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

B. Section 8 Tenant-Based Assistance

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

If yes, list additions to federal requirements below:

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

☐ PHA main administrative office
☒ Other (list below)
?? Section 8 office.

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

☒ The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan as **Attachment C**

-or-

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

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

a. ☒ Yes ☐ No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)

b. If yes to question a, select one:

☒ The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan as **Attachment D**

-or-

☐ The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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

Applicability of sub-component 7B: 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.

☐ Yes ☒ No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)

b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
   - ☐ Revitalization Plan under development
   - ☐ Revitalization Plan submitted, pending approval
   - ☐ Revitalization Plan approved
   - ☐ Activities pursuant to an approved Revitalization Plan underway

☒ Yes ☐ No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name/s below:
?? Sierra Vista (CA24001, CA24004.1)

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

?? Sierra Vista (CA24001, CA24004.1)

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

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

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

2. Activity Description

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

Demolition/Disposition Activity Description
1a. Development name: **Sierra Vista Homes** 1b. Development (project) number: **CA024001, CA 024004(1)**
2. Activity type: Demolition ☒ Disposition ☐
3. Application status (select one) Approved ☐ Submitted, pending approval ☐ Planned application ☒
4. Date application approved, submitted, or planned for submission: **08/31/05**
5. Number of units affected: **334** 6. Coverage of action (select one) ☒ Part of the development ☐ Total development
7. Timeline for activity: a. Actual or projected start date of activity: **6/30/06** b. Projected end date of activity:

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

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

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

2. Activity Description

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

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

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

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

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

2. Activity Description

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

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

submitted or approved:

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

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

See Attachment E

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

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

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

See Attachment File ca024a01.doc, Chapter 9, page 84

2. Activity Description

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

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: Sierra Vista 1b. Development (project) number: ca024001
2. Federal Program authority: ☐ HOPE I ☐ 5(h) ☐ Turnkey III ☒ Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) ☐ Approved; included in the PHA's Homeownership Plan/Program ☐ Submitted, pending approval ☒ Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: 08/31/05
5. Number of units affected: 81 6. Coverage of action: (select one) ☒ Part of the development ☐ Total development

B. Section 8 Tenant Based Assistance

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

1. Program Description: **See Attachment file ca024b01.doc, Chapter 21, page 21-1**

a. Size of Program

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

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

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

b. PHA-established eligibility criteria

☒ Yes ☐ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? (**See Attachment file ca024b01.doc, Chapter 21, page 21-1**)

If yes, list criteria below:

?? First-time homeowner.
?? 2000 hours Federal Minimum Wage Requirement.
?? Employment history-at least one year of employment prior to participation in the program.
?? Completion of initial Section 8 lease term and after first annual recertification.
?? No debts due to the Housing Authority.

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

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

If yes, what was the date that agreement was signed? 8/15/02

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

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

?? Collaboration on the Family Unification Program for referral of youths exiting the foster care system.

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

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

☒ Public housing rent determination policies
☒ Public housing admissions policies
☒ Section 8 admissions policies
☐ Preference in admission to section 8 for certain public housing families

☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
☐ Preference/eligibility for public housing homeownership option participation
☐ Preference/eligibility for section 8 homeownership option participation
☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

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

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or section 8 participants or both)
Supportive Services Center		Walk-in	Development Office	Both
Worknet Center		Entrance Criteria	Development Office	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: 10/01/04)
Public Housing	150	34
Section 8	50	97

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

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

☐ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies

☒ Informing residents of new policy on admission and reexamination

☒ Actively notifying residents of new policy at times in addition to admission and reexamination.

☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services

☐ Establishing a protocol for exchange of information with all appropriate TANF agencies

☐ Other: (list below)

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

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

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

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

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

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

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

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

?? Sierra Vista
?? Conway Homes
?? Tracy Homes
?? Thornton Homes

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

(N/A)

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

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

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

?? Sierra Vista
?? Conway Homes
?? Tracy Homes

C. Coordination between PHA and the police

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

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

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

?? Sierra Vista
?? Conway Homes
?? Tracy Homes

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2000 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

☐ Yes ☐ No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan? **N/A**
☐ Yes ☐ No: Has the PHA included the PHDEP Plan for FY 2000 in this PHA Plan? **N/A**
☐ Yes ☐ No: This PHDEP Plan is an Attachment. (Attachment Filename:) **N/A**

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

See Attachment file named ca024a01.doc, Appendix VIII, Page VIII-1

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

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

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U S.C. 1437c(h))? (If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☒ Yes ☐ No: Were there any findings as the result of that audit?
4. ☒ Yes ☐ No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain?_1___
5. ☒ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?

   Finding 02-01 – The response was submitted with the Financial Audit document dated September 20, 2003, which included the findings.

   If not, when are they due (state below)?

   Finding 02-02 – The Accounting System Software provider YET/SSI has not followed through with their commitments, as stated in our comments dated September 20, 2002. The HACSJ is considering taking legal action against the above mentioned software providers due to non-performance. However, the HACSJ has since then migrated to a stable software environment.

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock , including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

☐ Not applicable
☒ Private management
☒ Development-based accounting
☒ Comprehensive stock assessment
☐ Other: (list below)

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

See Attachment F

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

☐ Attached at Attachment (File name)

☐ Provided below:

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

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

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

☐ Other: (list below)

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

See Attachment G

1. ☐ Yes ☒ No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. ☐ Yes ☒ No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

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

☐ Candidates were nominated by resident and assisted family organizations

☐ Candidates could be nominated by any adult recipient of PHA assistance

☐ Self-nomination: Candidates registered with the PHA and requested a place on ballot

☒ Other: (describe)

?? The Board of Commissioners for the San Joaquin Housing Authority includes two (2) resident commissioners that have been appointed by the San Joaquin County Board of Supervisors.

b. Eligible candidates: (select one)

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

c. Eligible voters: (select all that apply)

☐ All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
☐ Representatives of all PHA resident and assisted family organizations
☒ Other (list)
?? San Joaquin County Board of Supervisors

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (provide name here)
?? City of Stockton
?? County of San Joaquin

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

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

☐ Other: (list below)

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

?? City of Stockton

The Consolidated Plan for the City of Stockton summarizes affordable Housing Policies which are consistent with, and directly supportive of the Housing Authority's mission. The Policies adopted by the City (via recommendation of the affordable Housing task Force) include:

1. Establishment of affordable Housing Goals
2. Definition of Affordable Housing Expense
3. Establishment of terms of affordability
4. Standards for Affordable Unit Comparability
5. Establishment of Affordable Housing Developer Incentives
6. Policies for use of City Subsidies
7. Establishment of an Affordable Housing Commission
8. Preservation of At-Risk Housing
9. Use of City Code Enforcement
10. Technical Assistance (by Housing & Redevelopment dept.)
11. Creation of a Housing Trust Fund
12. Rebuilding of destroyed structures.

?? County of San Joaquin

The Consolidated Plan for the County of San Joaquin reiterates the County's commitment to continue coordination efforts with other program providers. Specifically, the plan indicates that County Community Development Department staff will continue to participate in monthly meetings with the City of Stockton and HACSJ staff to coordinate efforts under the HUD funded programs.

D. Other Information Required by HUD

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

Attachments

"Substantial Deviation" and "Significant Amendment or Modification"

Any significant amendment or substantial deviation to the Plan will require the Housing Authority to submit a revised PHA Plan that has met full hearing process requirements.

Substantial deviations or significant amendments or modifications are defined as discretionary changes in the plans or policies of the PHA that fundamentally changed the mission, goals, objectives, or plans of the agency and which require formal approval of the Board.

An exception to this definition will be made only for changes that are adopted to reflect HUD regulatory requirements and such changes shall not be considered significant amendments or substantial deviations.

Use this section to provide any additional attachments referenced in the Plans.

Attachment Name	Attachment Letter	Page Number
Executive Summary	A	55
Management Structure and Organization	B	57
FY 2005 Capital Fund Program Annual Statement	C	64
FY 2005 Capital Fund Program 5 Year Action Plan	D	75
Conversions of Public Housing	E	90
Asset Management	F	91
Resident Membership of the PHA Governing Board	G	94
Admission and Continued Occupancy Plan	File Name	ca024a01.doc
Administrative Plan for the Section 8 Tenant-Based Assistance Program	File Name	ca024b01.doc

ATTACHMENT A

Executive Summary

Overview

Since the passage of the National Housing Act in 1934, nothing has had greater impact on the administrative functions of HUD and the Public Housing Agencies (PHAs) than the passage of the October 21, 1998 **Quality Housing and Work Responsibility Act of 1998 (QHWRA).** The QHWRA, which was attached to the FFY-1999 Appropriations Bill, dramatically and permanently amends the laws governing the administration of the public housing and the Housing Choice Voucher Programs (HCVP).

The focus of the 2020 Management Reform Plan is to prepare HUD to move into the 21st Century as a modernized and revitalized Department with restored public trust and adequate performance-based systems for its programs, operations and employees. Likewise, through the implementation of the 1998 Act, PHAs are required to assess management and operational practices and develop a plan that will ensure that the PHAs meet established goals and objectives. That Agency Plan is a combined Five-Year Plan and the Annual Plan.

Admittedly, changes must be made by HUD to streamline its most important functions and to increase efficiency within the Department. Reducing more than 300 programs and activities into 71 functional areas will not be an easy task. The transition of PHAs in adapting to the 2020 Management Reforms and complying with the requirements of the 1998 Act will also be significant. For example, the 2020 Management Reform Plan will require that PHAs become more technically sound and more accountable for program integrity. The 1998 legislation, among other things, promotes such initiatives as reduction of rent subsidies; deregulation for high performing PHAs; fewer reporting requirements; merging the Housing Choice Voucher Certificate and Voucher Programs; conversion of competitive grant programs to formula funding, etc. This Agency Plan, specifically the Five-Year Plan, clearly defines the mission, goals and objectives of the Housing Authority of the County of San Joaquin (Housing Authority), and the Annual Plan establishes the direction of the Housing Authority for the next fiscal year.

Purpose and Structure of the Agency Plan

The purpose of the Agency Plan is to empower and equip the PHA to exercise optimum flexibility in meeting local housing needs within the community while meeting its own needs. The Agency Plan contains a FY-2004-FY-2008 Five-Year Plan that includes the Housing Authority's mission and long-range goals and objectives. The FY-2004 Annual Plan addresses the Housing Authority's immediate operations, current policies, program participants, programs and services, and the PHA's strategy for handling operational concerns, resident concerns and needs, and programs and services for the upcoming fiscal year. The Agency Plan outlines the PHA's efforts in meeting the needs of the low and very-low income population in its

community as well as serves as a management, operational and accountability tool for the PHA.

Preliminary planning sessions were conducted with the Housing Authority's residents, Resident Advisory Board, community leaders and organizations, and State and local authorities during the development of the Agency Plan to ensure that the needs of the residents and community are addressed in the Agency Plan. The Agency Plan is consistent with the City and/or the State's Consolidated Plan/CHAS.

This Agency Plan contains a FY-2004 – FY-2008 Five-Year Plan (mission, goals and objectives) and a FY-2004 Annual Plan. Each of the 18 sections in the Agency Plan is preceded by a title page with a general description of the requirements and contents for that section. An Annual Plan and/or update of the Agency Plan will be submitted to HUD annually at least 75 days before the start of the succeeding fiscal year.

ATTACHMENT B

Management Structure & Organization

The HACSJ operates the following programs:

PROGRAM	BRIEF DESCRIPTION
Public Housing	The HACSJ owns 1075 units in a mixture of single-family, duplex, triplex, and fourplex buildings. These units are located in 3 different areas of the county: Stockton (830 units), Tracy (195 units), and Thornton (50 units).
Housing Choice Voucher Housing Assistance Payments Program	The HACSJ has approximately 4,467 families participating in the Housing Choice Voucher tenant-based program and 13 families in the Housing Choice Voucher Project Based Program. Housing Choice Voucher assistance is offered through the Housing Choice Voucher Program
Migrant Farm Work Housing	The HACSJ manages 288 housing units for migrant farm workers, funded through the state's Office of Migrant Services. The sites are located in French Camp (2 sites w/ 96 units each) and on Harney Lane outside of Lodi, CA (96 units).
Farm Labor Housing	The HACSJ owns, manages, and maintains 31 units known as Sartini Manor, which are financed by the United States Department of Agriculture (USDA). The units are located in Thornton, CA.
Emergency Housing	The HACSJ participates in an emergency housing for the Homeless program in the winter months, utilizing up to 80 units at the Migrant Farm Worker Housing sites, which are vacant in the off-season.
Franco Center Apartments	The Franco Center Apartments is a 110-unit apartment community consisting of studios, one and two bedroom apartments. It is a Project-Based Housing Choice Voucher property for seniors and is located at Mun Kwok Lane in Stockton, CA. The Franco Center provides affordable housing and supportive services for residents.
Claremont Manor Apartments	Claremont Manor Apartments is a 52-unit senior designated apartment community consisting of 50 one and two bedroom apartments. The property is located on Flora Street in Stockton, CA.
West Park Street Apartments	The West Park Street Apartments is a 12-unit apartment complex consisting of studio and one bedroom apartments. It is conveniently located in the downtown Stockton and is within walking distance of public transportation and government offices. The West Park Street Apartments provides market rate apartments to the general public and HCVP participants.

PROGRAM	BRIEF DESCRIPTION
Washington Street Apartments	The Washington Street Apartments is a 7-unit complex located at Washington Street in Lodi, CA. It is conveniently located in the downtown area and within walking distance of public transportation. The Washington Street Apartments provide market rate apartments to the general public and HCVP participants.
Home Ownership Opportunities Program at Housing Authority owned single-family homes.	The HACSJ home ownership program allows prospective buyers to buy single-family homes. It offers $10,000 assistance with the down payment and a "bridging loan" to bridge the financing gap for families who do not qualify for the mortgage required. The Authority, in August of 2001, launched the Housing Choice Voucher Homeownership Assistance Program whereby rental assistance payments can be applied towards mortgage payments. Currently there are fifteen (15) homeowners utilizing the homeownership program. The Authority has collaborated with the following programs to provide additional homeownership financing assistance as follows: ?? City of Stockton Down Payment Assistance Program (DAP) —provides up to $60,000 in payment assistance for eligible families. ?? Farmers and Merchants Bank (Lodi, California) Individuals Empowerment Development Account (IDEA) Program—provides a 3 to 1 down payment assistance match up to a maximum of $15,000. ?? Citibank Closing Cost Assistance—provides closing cost assistance up to a maximum of $3,000. ?? County of San Joaquin GAP Loan—provides deferred down payment assistance loans between $40,000 an $50,000 (up to 20% of home sales price).

The HACSJ has 1,075 public housing units in the following locations:

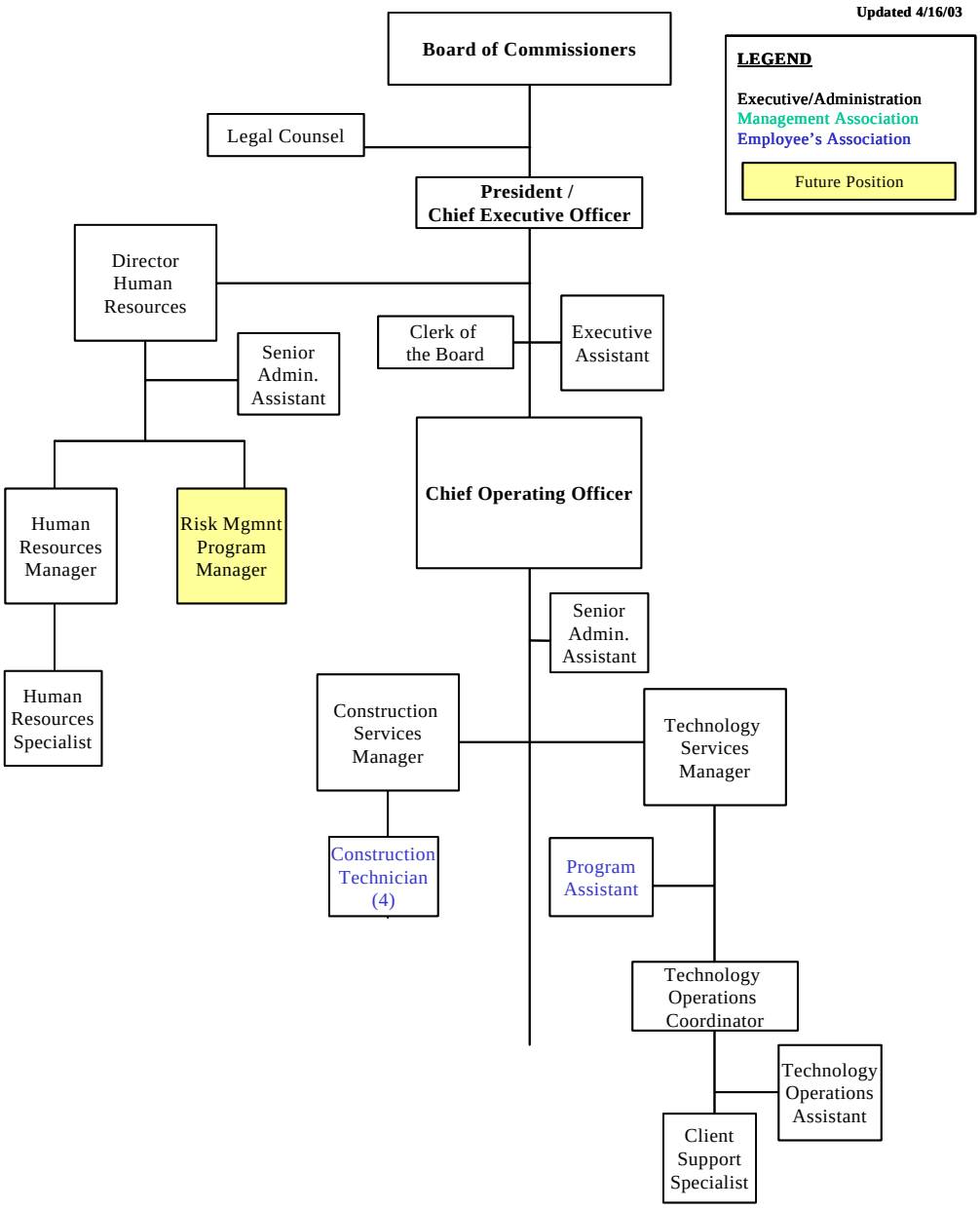
HUD Project Number	Development Name	Number of Units	Average Annual Turnover
CA024001	Sierra Vista Homes	330	39
CA024002	Tracy Homes	60	4
CA024003a	Mokelumne Manor	40	4
CA024003b	Mokelumne Manor	10	1
CA024004.1	Sierra Vista Annex	64	1
CA024004.2	Conway Homes	236	24
CA024005	Diablo Homes	60	1
CA024006	Conway Homes Annex	200	17
CA024007	Burton Homes	40	2
CA024009	Kraft Homes	35	4
Total Units		**1,075**	**97**

The HACSJ operates a tenant-based Housing Choice Voucher rental assistance program. We administer the Housing Choice Voucher Program, Family Unification, and the Welfare to Work Programs. In total, we are currently assisting approximately 4,467 families in San Joaquin County. The HACSJ also administers Housing Choice Voucher "Preservation" Vouchers by converting existing Project-based Housing Choice Voucher subsidies, to tenant-based vouchers, when private landlords "opt out" by not renewing their Housing Choice Voucher contracts with HUD.

An organizational chart of the HACSJ follows this narrative.

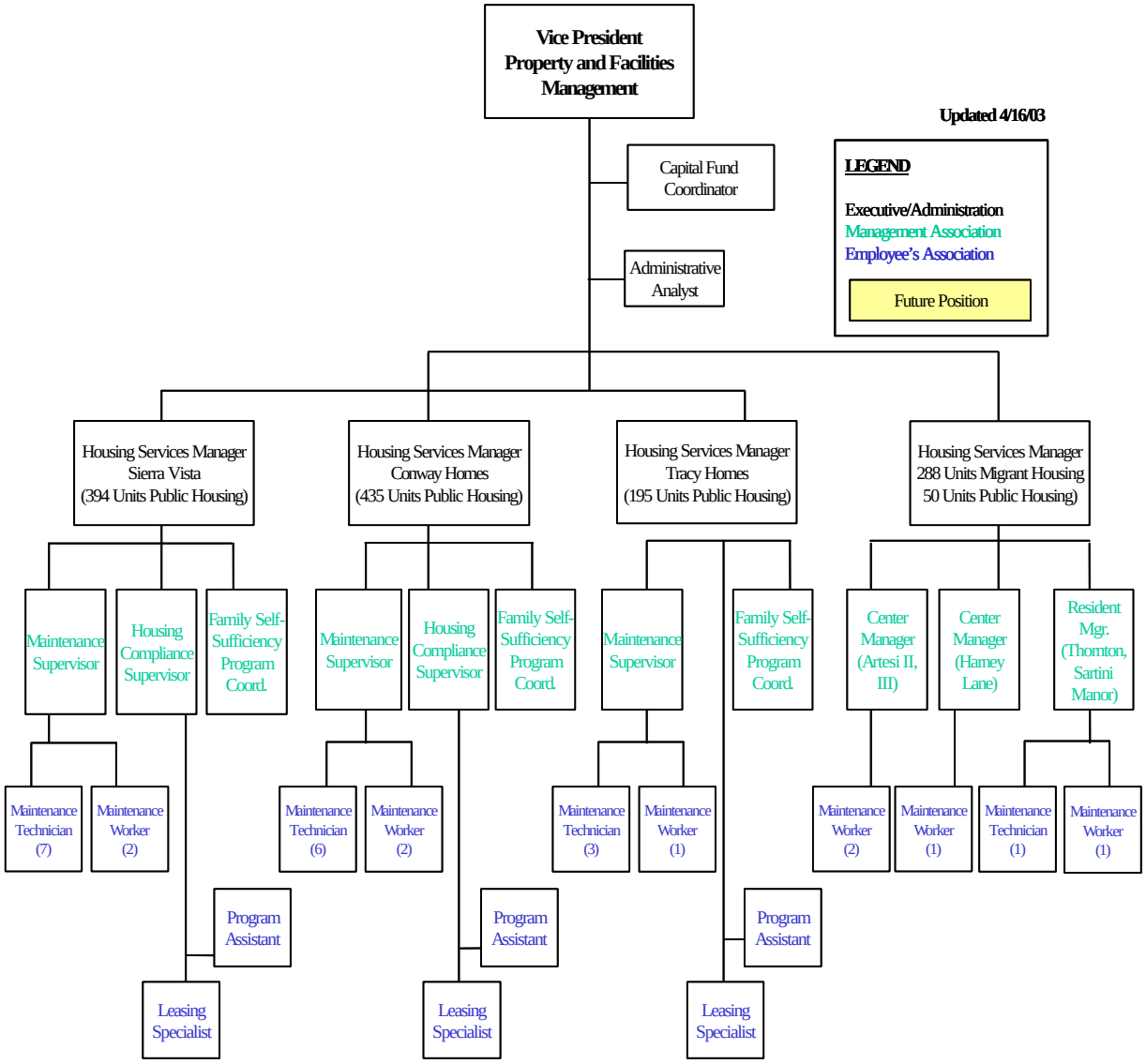
Housing Authority for the County of San Joaquin
Organizational Structure (4/03)

Administration



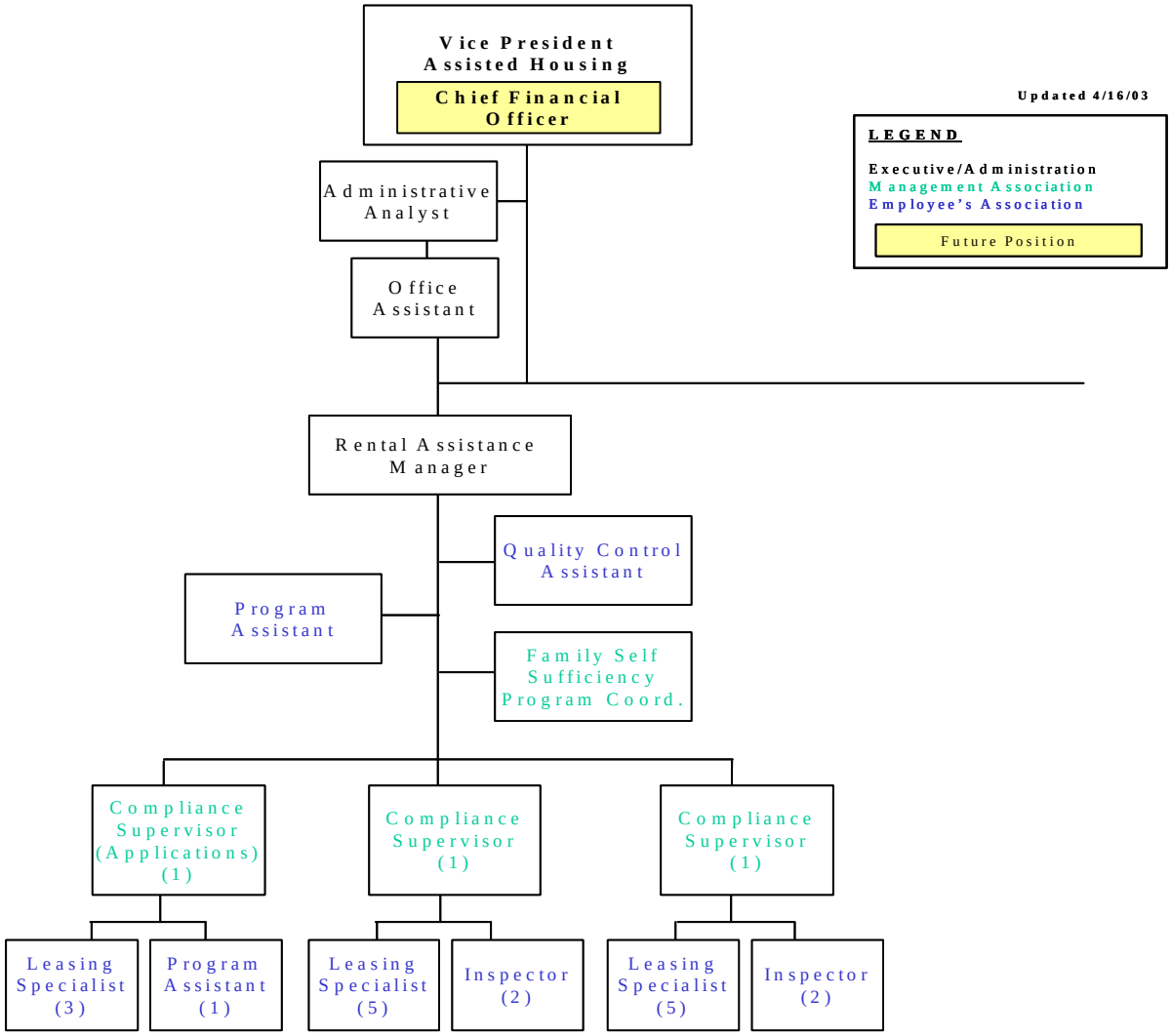
Housing Authority for the County of San Joaquin
Organizations Structure (4/03)

Property & Facilities Management



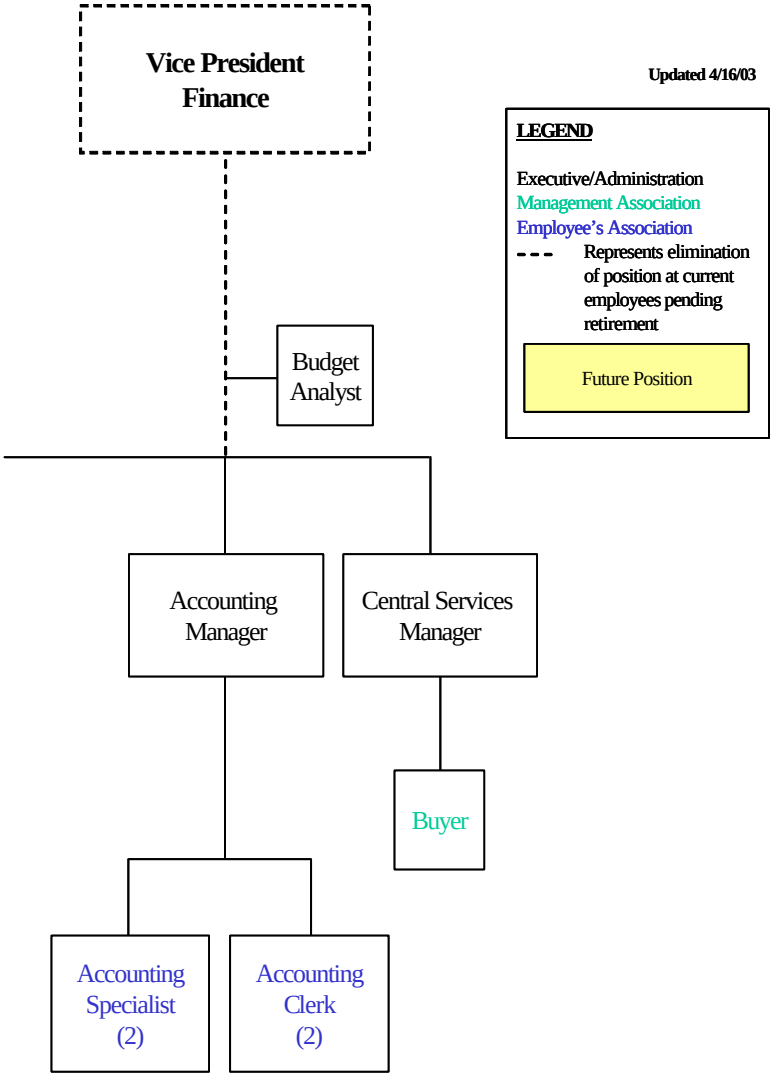
Housing Authority for the County of San Joaquin
Organizations Structure (4/03)

Assisted Housing Department



Housing Authority for the County of San Joaquin
Organizations Structure (4/03)

Assisted Housing Department



PHA Plan
Table Library

ATTACHMENT C

CAPITAL FUND PROGRAM ANNUAL STATEMENT 2005

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of San Joaquin	Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	2005

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds	$0			
2	1406 Operations	$0			
3	1408 Management Improvements	$400,000			
4	1410 Administration	$247,168			
5	1411 Audit	$1,500			
6	1415 Liquidated Damages	$0			
7	1430 Fees and Costs	$220,000			
8	1440 Site Acquisition	$0			
9	1450 Site Improvement	$94,335			
10	1460 Dwelling Structures	$420,920			
11	1465.1 Dwelling Equipment—Nonexpendable	$116,500			
12	1470 Non-dwelling Structures	$0			

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of San Joaquin	Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	2005

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

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
13	1475 Non-dwelling Equipment	$237,754			
14	1485 Demolition	$0			
15	1490 Replacement Reserve	$0			
16	1492 Moving to Work Demonstration	$0			
17	1495.1 Relocation Costs	$0			
18	1499 Development Activities	$850,000			
19	1501 Collaterization or Debt Service	$800,000			
20	1502 Contingency	$0			
21	Amount of Annual Grant: (sum of lines 2 – 20)	$2,471,667			
22	Amount of line 21 Related to LBP Activities	$0			
23	Amount of line 21 Related to Section 504 compliance	$0			
24	Amount of line 21 Related to Security – Soft Costs	$200,000			
25	Amount of Line 21 Related to Security – Hard Costs	$0			
26	Amount of line 21 Related to Energy Conservation Measures	$166,000			

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

PHA Name: Housing Authority of the County of San Joaquin	**Grant Type and Number** Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2005

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-wide	**Management Improvements**	**1408**						
	Program Services Coordinator		L/S	$0				
	Security Patrols		L/S	$30,000				
	Community Policing Program		L/S	$200,000				
	Resident Job Training Program		L/S	$0				
	Resident Support Services		L/S	$0				
	MIS Staff Person/Consultant		L/S	$45,000				
	Strategic Plan/Authority Restructure		L/S	$0				
	Staff Training		L/S	$40,000				
	Resident Initiatives "team"		L/S	$20,000				
	Resident Education Program		L/S	$0				
	Resident Business Incumator (Development)		L/S	$0				
	Conversion to project based accounting		L/S	$0				
	Update Policies/Procedures re: PHMAP		L/S	$0				
	Housing Management Tenant Relations Training		L/S	$0				
	Agency Plan		L/S	$0				
	Manager in Residency Program		L/S	$0				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of San Joaquin	Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	2005

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	
	HR Department Implementation		L/S	$20,000				
	Computer Software License			$45,000				
	Total for Account 1408			**$400,000**				
PHA-wide	**Administration**	**1410**						
	Non-Technical Salaries		L/S	$45,000				
	Technical Salaries		L/S	$82,000				
	Salaries (Modernization/Development)		L/S	$0				
	Benefits		L/S	$58,000				
	Advertising		L/S	$6,000				
	Sundry Costs		L/S	$35,000				
	Travel		L/S	$21,168				
	Total for Account 1410			**$247,168**				
PHA-wide	**Audit**	**1411**						
	Audit			$1,500				
	Total for Account 1411			**$1,500**				
PHA-wide	FEES AND COSTS	**1430**						
	Construction Inspection Costs		L/S	$0				
	Architectural/Engineering Fees		L/S	$120,000				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of San Joaquin	Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	2005

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	
	Permit Fees		L/S	$90,000				
	Sundry Planning		L/S	$10,000				
	Total for Account 1430			**$220,000**				
PHA-wide	**Non-Dwelling Equipment**	**1475**		Original				
	Computer Network Equipment		L/S	$60,000				
	Computer Network/Software Upgrades		L/S	$100,000				
	Upgrade Phone System		L/S	$27,754				
	Shop Equipment		L/S	$45,000				
	Furniture		L/S	$5,000				
	Total for Account 1475			**$237,754**				
PHA-wide	RELOCATION	**1495**						
	Relocation Cost		L/S	$0				
	Total for Account 1495			**$0**				
PHA-wide	CONTINGENCY	**1502**		$0				
	Total for Account 1502			**$0**				
PHA-wide	DEVELOPMENT ACTIVITIES	**1499**		**$850,000**				

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

PHA Name: Housing Authority of the County of San Joaquin	**Grant Type and Number** Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2005

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
PHA-wide	COLLATERIZATION - DEBT SERVICE	**1501**		**$800,000**				
CA 24-01,	**SITE IMPROVEMENTS**	1450		$0				
Sierra Vista	Dwelling Structures	1460		$0				
Homes	Dwelling Equipment	1465		$0				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-01, Sierra Vista Homes			**$0**				
CA 24-02	**SITE IMPROVEMENTS**	1450		$10,500				
Tracy	Dwelling Structures	1460		$21,000				
Homes	Dwelling Equipment	1465		$0				
	NON DWELLING STRUCTURES	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-02. Tracy Homes			**$31,500**				
CA 24-3A	Site Improvements	1450		$6,000				
Mokelumne	Dwelling Structures	1460		$22,000				

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

PHA Name: Housing Authority of the County of San Joaquin	**Grant Type and Number** Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2005

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	
Manor	Dwelling Equipment	1465		$8,000				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-3A, Mokelumne Manor			**$36,000**				
CA 24-3B	Site Improvements	1450		$4,000				
Mokelumne	Dwelling Structures	1460		$0				
Manor	Dwelling Equipment	1465		$0				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-3B, Mokelumne Manor			**$4,000**				
CA 24-04-1	**SITE IMPROVEMENTS**	1450		$10,000				
Sierra Vista	Dwelling Structures	1460		$180,460				
Homes	Dwelling Equipment	1465		$0				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				

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

PHA Name:	Grant Type and Number	Federal FY of Grant:
Housing Authority of the County of San Joaquin	Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	2005

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	
	Total CA 24-04-1, Sierra Vista Homes			**$190,460**				
CA 24-04-2	Site Improvements	1450		$22,168				
Conway	Dwelling Structures	1460		$90,230				
Homes	Dwelling Equipment	1465		$85,000				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-04-2, Conway Homes			**$112,398**				
CA 24-05	Site Improvements	1450		$8,100				
Diablo	Dwelling Structures	1460		$16,200				
Homes	Dwelling Equipment	1465		$6,000				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-05, Diablo Homes			**$24,300**				
CA 24-06	Site Improvements	1450		$22,167				
Conway	Dwelling Structures	1460		$90,230				
Homes	Dwelling Equipment	1465		$10,000				

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

PHA Name: Housing Authority of the County of San Joaquin	**Grant Type and Number** Capital Fund Program Grant No: **CA024** Replacement Housing Factor Grant No:	**Federal FY of Grant:** 2005

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	
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-06, Conway Homes			**$112,397**				
CA 24-07	Site Improvements	1450		$5,400				
Burton	Dwelling Structures	1460		$10,800				
Homes	Dwelling Equipment	1465		$4,000				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-07, Burton Homes			**$16,200**				
CA 24-09	Site Improvements	1450		$6,000				
Kraft	Dwelling Structures	1460		$12,000				
Homes	Dwelling Equipment	1465		$3,500				
	Non Dwelling Structures	1470		$0				
	Demolition	1485		$0				
	Replacement reserve	1490		$0				
	Total CA 24-09, Kraft Homes			**$18,000**				

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

PHA Name: Housing Authority of the County of San Joaquin	**Grant Type and Number** Capital Fund Program No: **CA024** Replacement Housing Factor No:	**Federal FY of Grant:** 2005

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**	
CA 24-01,Sierra Vista Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-02, Tracy Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-3A, Mokelumne Manor	2nd Quarter, 2007			4th Quarter 2008			
CA 24-3B, Mokelumne Manor	2nd Quarter, 2007			4th Quarter 2008			
CA 24-04-1, Sierra Vista Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-04-2, Conway Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-05, Diablo Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-06, Conway Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-07, Burton Homes	2nd Quarter, 2007			4th Quarter 2008			
CA 24-09, Kraft Homes	2nd Quarter, 2007			4th Quarter 2008			
1408	2nd Quarter, 2007			4th Quarter 2008			

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

PHA Name: Housing Authority of the County of San Joaquin	**Grant Type and Number** Capital Fund Program No: **CA024** Replacement Housing Factor No:	**Federal FY of Grant:** 2005

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**	
1410	2nd Quarter, 2007			4th Quarter 2008			
1430	2nd Quarter, 2007			4th Quarter 2008			
1465	2nd Quarter, 2007			4th Quarter 2008			
1475	2nd Quarter, 2007			4th Quarter 2008			
1495	2nd Quarter, 2007			4th Quarter 2008			
1499	2nd Quarter, 2007			4th Quarter 2008			

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

PHA Name: Housing Authority of the County of San Joaquin				X Original 5-Year Plan ☐ Revision No:	
Development Number/Name/HA-Wide	**Year 1**	**Work Statement for Year 2 FFY Grant: PHA FY: 2006**	**Work Statement for Year 3 FFY Grant: PHA FY: 2007**	**Work Statement for Year 4 FFY Grant: PHA FY: 2008**	**Work Statement for Year 5 FFY Grant: PHA FY: 2009**
CA 24-1, Sierra Vista Homes		$0	$0	$0	$0
CA 24-2, Tracy Homes		$31,500	$31,500	$31,500	$31,500
CA 24-3A, Mokelumne Manor		$6,000	$6,000	$6,000	$6,000
CA 24-3B, Mokelumne Manor	**See**	$4,000	$4,000	$4,000	$4,000
CA 24-4.1, Sierra Vista Homes	**Annual**	$190,460	$190,460	$190,460	$190,460
CA 24-4.2, Conway Homes	**Statement**	$112,398	$112,398	$112,398	$112,398
CA 24-5, Diablo Homes		$24,300	$24,300	$24,300	$24,300
CA 24-6, Conway Homes		$112,397	$112,397	$112,397	$112,397
CA 24-7, Burton		$16,200	$16,200	$16,200	$16,200
CA 24-9, Kraft Homes		$18,000	$18,000	$18,000	$18,000
Physical Improvements Subtotal		$515,255	$515,255	$515,255	$515,255
Management Improvements (1408)		$400,000	$400,000	$400,000	$400,000
HA - Wide Non-dwelling Structures and Equipment (1475)		$237,754	$237,754	$237,754	$237,754
Administration (1410)		$247,168	$247,168	$247,168	$247,168

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

PHA Name: Housing Authority of the County of San Joaquin				**X Original 5-Year Plan** ☐ **Revision No:**	
Development Number/Name/HA-Wide	**Year 1**	**Work Statement for Year 2 FFY Grant: PHA FY: 2006**	**Work Statement for Year 3 FFY Grant: PHA FY: 2007**	**Work Statement for Year 4 FFY Grant: PHA FY: 2008**	**Work Statement for Year 5 FFY Grant: PHA FY: 2009**
Development Activities (1499)		$850,000	$850,000	$850,000	$850,000
Other (1411, 1430, 1495, 1502)		$221,500	$221,500	$221,500	$221,500
Operations		$0	$0	$0	$0
Demolition		$0	$0	$0	$0
Replacement Reserve		$0	$0	$0	$0
Mod Used for Development		$0	$0	$0	$0
Collaterization of Debt Service		$0	$0	$0	$0
CFP Funds Listed for 5-year planning		**$2,471,677**	**$2,471,677**	**$2,471,677**	**$2,471,677**
Total Non-CGP Funds		$0	$0	$0	$0
GRAND TOTAL		**$2,471,667**	**$2,471,667**	**$2,471,667**	**$2,471,667**

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

Activities for Year 1	Activities for Year :__2__ FFY Grant: PHA FY: 2006			Activities for Year: __3__ FFY Grant: PHA FY: 2007		
	Development Name/Number	**Major Work Categories**	**ESTIMATED COST**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement	**CA 24-01, Sierra Vista Homes**	Site Improvements	$0	**CA 24-01, Sierra Vista Homes**	Site Improvements	$0
		Dwelling Structures	$0		Dwelling Structures	$0
		Dwelling Equipment	$0		Dwelling Equipment	$0
		Non Dwelling Structures	$0		Non Dwelling Structures	$0
		Demolition	$0		Demolition	$0
		Replacement reserve	$0		Replacement reserve	$0
	Total CA 24-01, Sierra Vista Homes		**$0**	**Total CA 24-01, Sierra Vista Homes**		**$0**
	CA 24-02, Tracy Homes	Site Improvements	$10,500	**CA 24-02, Tracy Homes**	Site Improvements	$10,500
		Dwelling Structures	$21,000		Dwelling Structures	$21,000
		Dwelling Equipment	$0		Dwelling Equipment	$0
		Non Dwelling Structures	$0		Non Dwelling Structures	$0
		Demolition	$0		Demolition	$0
		Replacement reserve	$0		Replacement reserve	$0
	Total CA 24-02, Tracy Homes		**$31,500**	**Total CA 24-02, Tracy Homes**		**$31,500**

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

Activities for Year 1	Activities for Year : 2 FFY Grant: PHA FY: 2006			Activities for Year: 3 FFY Grant: PHA FY: 2007		
	Development Name/Number	**Major Work Categories**	**ESTIMATED COST**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	CA 24-3A, Mokelumne Manor	Site Improvements	$6,000	**CA 24-3A, Mokelumne Manor**	Site Improvements	$6,000
		Dwelling Structures	$0		Dwelling Structures	$0
		Dwelling Equipment	$0		Dwelling Equipment	$0
		Non Dwelling Structures	$0		Non Dwelling Structures	$0
		Demolition	$0		Demolition	$0
		Replacement reserve	$0		Replacement reserve	$0
	Total CA 24-3A, Mokelumne Manor		**$6,000**	**Total CA 24-3A, Mokelumne Manor**		**$6,000**
	Total CFP Estimated Cost		**$37,500**	**Total CFP Estimated Cost**		**$37,500**

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

Activities for Year :__2__ FFY Grant: PHA FY: 2006			Activities for Year: __3_ FFY Grant: PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
CA 24-3B, Mokelumne Manor	Site Improvements	$4,000	**CA 24-3B, Mokelumne Manor**	Site Improvements	$4,000
	Dwelling Structures	$0		Dwelling Structures	$0
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-3B, Mokelumne Manor		**$4,000**	**Total CA 24-3B, Mokelumne Manor**		**$4,000**
Ca 24-04-1, Sierra Vista Homes	Site Improvements	$10,000	**CA 24-04-1, Sierra Vista Homes**	Site Improvements	$10,000
	Dwelling Structures	$180,460		Dwelling Structures	$180,460
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-04-1, Sierra Vista Homes		**$190,460**	**Total CA 24-04-1, Sierra Vista Homes**		**$190,460**
CA 24-04-2, Conway Homes	Site Improvements	$22,167	**CA 24-04-2, Conway Homes**	Site Improvements	$22,167
	Dwelling Structures	$90,230		Dwelling Structures	$90,230
	Dwelling Equipment	$0		Dwelling Equipment	$0

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

Activities for Year :__2__ FFY Grant: PHA FY: 2006			Activities for Year: __3_ FFY Grant: PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-04-2, Conway Homes		**$112,398**	**Total CA 24-04-2, Conway Homes**		**$112,398**
CA 24.05, Diablo Homes	Site Improvements	$8,100	**CA 24.05, Diablo Homes**	Site Improvements	$8,100
	Dwelling Structures	$16,200		Dwelling Structures	$16,200
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
TOTAL CA 24-05, DIABLO HOMES		$24,300	Total CA 24-05, Diablo Homes		$24,300
TOTAL CFP ESTIMATED COST		**$331,158**	**TOTAL CFP ESTIMATED COST**		**$331,158**
CA 24-06, Conway Homes	Site Improvements	$22,167	**CA 24-06, Conway Homes**	Site Improvements	$22,167
	Dwelling Structures	$90,230		Dwelling Structures	$90,230
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0

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

Activities for Year :__2__ FFY Grant: PHA FY: 2006			Activities for Year: __3_ FFY Grant: PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Total CA 24-06, Conway Homes		**$112,397**	**Total CA 24-06, Conway Homes**		**$112,397**
CA 24-07, Burton Homes	Site Improvements	$5,400	**CA 24-07, Burton Homes**	Site Improvements	$5,400
	Dwelling Structures	$10,800		Dwelling Structures	$10,800
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-07, Burton Homes		**$16,200**	**Total CA 24-07, Burton Homes**		**$16,200**
CA 24-09, Kraft Homes	Site Improvements	$6,000	**CA 24-09, Kraft Homes**	Site Improvements	$6,000
	Dwelling Structures	$12,000		Dwelling Structures	$12,000
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-09, Kraft Homes		**$18,000**	**Total CA 24-09, Kraft Homes**		**$18,000**
TOTAL CFP ESTIMATED COST		**$146,597**	**TOTAL CFP ESTIMATED COST**		**$146,597**
Administration	Non-Technical Salaries	$45,000	**Administration**	Non-Technical Salaries	$45,000
	Technical Salaries	$82,000		Technical Salaries	$82,000

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

Activities for Year :__2__ FFY Grant: PHA FY: 2006			Activities for Year: __3_ FFY Grant: PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	Salaries (Modernization/Development)	$127,000		Salaries (Modernization/Development)	$127,000
	Benefits	$58,000		Benefits	$58,000
	Advertising	$6,000		Advertising	$6,000
	Sundry Costs	$35,000		Sundry Costs	$35,000
	Travel	$21,168		Travel	$21,168
	Total Administration	**$247,168**		**Total Administration**	**$247,168**
Fees and Costs	Construction Inspection Costs	$0	**Fees and Costs**	Construction Inspection Costs	$0
	Architectural/Engineering Fees	$120,000		Architectural/Engineering Fees	$120,000
	Permit Fees	$90,000		Permit Fees	$90,000
	Sundry Planning	$10,000		Sundry Planning	$10,000
	Total Fees and Costs	**$220,000**		**Total Fees and Costs**	**$220,000**
Non Dwelling Equipment	Computer Network Equipment	$60,000	**Non Dwelling Equipment**	Computer Network Equipment	$60,000
	Phone System	$27,754		Phone System	$27,754
	Shop Equipment	$45,000		Shop Equipment	$45,000
	Furniture	$5,000		Furniture	$5,000
	Computer Network/Software Upgrades	$100,000		Computer Network/Software Upgrades	$100,000
	Development Department Vehicle	$0		Development Department Vehicle	$0

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

Activities for Year : 2 FFY Grant: PHA FY: 2006			Activities for Year: 3 FFY Grant: PHA FY: 2007		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Total Non-Dwelling Equipment		**$237,754**	**Total Non-Dwelling Equipment**		**$237,457**
Relocation	Relocation Costs	$0	**Relocation**	Relocation Costs	$0
Total Relocation		**$0**	**Total Relocation**		**$0**
Contingency	Contingency for construction	$0	**Contingency**	Contingency for construction	$0
Total Contingency		**$0**	**Total Contingency**		**$0**
Development Activities	Development Activities	$850,000	**Development Activities**	Development Activities	$850,000
Total Development Activities		**$850,000**	**Total Development Activities**		**$850,000**
TOTAL CFP ESTIMATED COST		**$1,554,922**	**TOTAL CFP ESTIMATED COST**		**$1,554,922**

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

Activities for Year :__4__ FFY Grant: PHA FY: 2008			Activities for Year: __5_ FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
CA 24-01, Sierra Vista Homes	Site Improvements	$0	**CA 24-01, Sierra Vista Homes**	Site Improvements	$0
	Dwelling Structures	$0		Dwelling Structures	$0
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-01, Sierra Vista Homes		**$0**	**Total CA 24-01, Sierra Vista Homes**		**$0**
CA 24-02, TRACY HOMES	Site Improvements	$10,500	CA 24-02, TRACY HOMES	Site Improvements	$10,500
	Dwelling Structures	$21,000		Dwelling Structures	$21,000
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-02, Tracy Homes		**$31,500**	**Total CA 24-02, Tracy Homes**		**$31,500**
CA 24-3A, MOKELUMNE MANOR	Site Improvements	$0	CA 24-3A, MOKELUMNE MANOR	Site Improvements	$0
	Dwelling Structures	$6,000		Dwelling Structures	$6,000
	Dwelling Equipment	$0		Dwelling Equipment	$0

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

Activities for Year :__4__ FFY Grant: PHA FY: 2008			Activities for Year: __5_ FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-3A, Mokelumne Manor		**$6,000**	**Total CA 24-3A, Mokelumne Manor**		**$6,000**
TOTAL CFP ESTIMATED COST		**$37,500**	**TOTAL CFP ESTIMATED COST**		**$37,500**
CA 24-3B, Mokelumne Manor	Site Improvements	$4,000	**CA 24-3B, Mokelumne Manor**	Site Improvements	$4,000
	Dwelling Structures	$0		Dwelling Structures	$0
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-3B, Mokelumne Manor		**$4,000**	**Total CA 24-3B, Mokelumne Manor**		**$4,000**
CA 24-04-1, SIERRA VISTA HOMES	Site Improvements	$10,000	**CA 24-04-1, Sierra Vista Homes**	Site Improvements	$10,000
	Dwelling Structures	$180,460		Dwelling Structures	$180,460
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-04-1, Sierra Vista Homes		**$190,460**	**Total CA 24-04-1, Sierra Vista Homes**		**$190,460**

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

Activities for Year :__4__ FFY Grant: PHA FY: 2008			Activities for Year: __5_ FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
CA 24-04-2, Conway Homes	Site Improvements	$22,167	**CA 24-04-2, Conway Homes**	Site Improvements	$22,167
	Dwelling Structures	$90,230		Dwelling Structures	$90,230
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-04-2, Conway Homes		**$112,397**	**Total CA 24-04-2, Conway Homes**		**$112,397**
CA 24.05, DIABLO HOMES	Site Improvements	$8,100	CA 24.05, DIABLO HOMES	Site Improvements	$8,100
	Dwelling Structures	$16,200		Dwelling Structures	$16,200
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-05, Diablo Homes		**$24,300**	**Total CA 24-05, Diablo Homes**		**$24,300**
TOTAL CFP ESTIMATED COST		**$331,157**	**TOTAL CFP ESTIMATED COST**		**$331,157**
CA 24-06, Conway Homes	Site Improvements	$22,167	**CA 24-06, Conway Homes**	Site Improvements	$22,167
	Dwelling Structures	$90,230		Dwelling Structures	$90,230
	Dwelling Equipment	$0		Dwelling Equipment	$0

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

Activities for Year :__4__ FFY Grant: PHA FY: 2008			Activities for Year: __5_ FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-06, Conway Homes		**$112,397**	**Total CA 24-06, Conway Homes**		**$112,397**
CA 24-07, Burton Homes	Site Improvements	$5,400	**CA 24-07, Burton Homes**	Site Improvements	$5,400
	Dwelling Structures	$10,800		Dwelling Structures	$10,800
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-07, Burton Homes		**$16,200**	**Total CA 24-07, Burton Homes**		**$16,200**
CA 24-09, Kraft Homes	Site Improvements	$6,000	**CA 24-09, Kraft Homes**	Site Improvements	$6,000
	Dwelling Structures	$12,000		Dwelling Structures	$12,000
	Dwelling Equipment	$0		Dwelling Equipment	$0
	Non Dwelling Structures	$0		Non Dwelling Structures	$0
	Demolition	$0		Demolition	$0
	Replacement reserve	$0		Replacement reserve	$0
Total CA 24-09, Kraft Homes		**$18,000**	**Total CA 24-09, Kraft Homes**		**$18,000**
TOTAL CFP ESTIMATED COST		**$146,597**	**TOTAL CFP ESTIMATED COST**		**$146,597**

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

Activities for Year :__4__ FFY Grant: PHA FY: 2008			Activities for Year: __5_ FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
Administration	Non-Technical Salaries	$45,000	**Administration 50000**	Non-Technical Salaries	$45,000
	Technical Salaries	$82,000		Technical Salaries	$82,000
	Salaries (Modernization/Development)	$0		Salaries (Modernization/Development)	$0
	Benefits	$58,000		Benefits	$58,000
	Advertising	$6,000		Advertising	$6,000
	Sundry Costs	$35,000		Sundry Costs	$35,000
	Travel	$21,168		Travel	$21,168
	Total Administration	**$247,168**		**Total Administration**	**$247,168**
Fees and Costs	Construction Inspection Costs	$0	**Fees and Costs**	Construction Inspection Costs	$0
	Architectural/Engineering Fees	$120,000		Architectural/Engineering Fees	$120,000
	Permit Fees	$90,000		Permit Fees	$90,000
	Sundry Planning	$10,000		Sundry Planning	$10,000
	Total Fees and Costs	**$220,000**		**Total Fees and Costs**	**$220,000**
Non Dwelling Equipment	Computer Network Equipment	$60,000	**Non Dwelling Equipment**	Computer Network Equipment	$60,000
	Phone System	$27,754		Phone System	$27,754
	Shop Equipment	$45,000		Shop Equipment	$45,000

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

Activities for Year :__4__ FFY Grant: PHA FY: 2008			Activities for Year: __5_ FFY Grant: PHA FY: 2009		
Development Name/Number	**Major Work Categories**	**Estimated cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	Computer Network/Software Upgrades	$100,000		Computer Network/Software Upgrades	$100,000
	Furniture	$5,000		Furniture	$5,000
	Total Non-Dwelling Equipment	**$237,754**		**Total Non-Dwelling Equipment**	**$237,754**
Relocation	Relocation Costs	$0	**Relocation**	Relocation Costs	$0
	Total Relocation	**$0**		**Total Relocation**	**$0**
Contingency	Contingency for construction	$0	**Contingency**	Contingency for construction	$0
	Total Contingency	**$0**		**Total Contingency**	**$0**
Development Activities	Development Activities	$850,000	**Development Activities**	Development Activities	$850,000
	Total Development Activities	**$850,000**		**Total Development Activities**	**$850,000**
	Total CFP Estimated Cost	**$1,554,922**		**Total CFP Estimated Cost**	**$1,554,922**

ATTACHMENT E

Conversions of Public Housing

A) How many of the HACSJ's developments are subject to the Required Initial Assessments? **10 (all developments)**

B) How many of the HACSJ's developments are not subject to the Required Initial Assessments base on exemptions (e.g., elderly and/or disabled developments not general occupancy projects)? **0 (none)**

C) How many Assessments were conducted for the HACSJ's covered developments? **0 (none)**

D) Identify HACSJ developments that may be appropriate for conversion based on the Required Initial Assessments:

Development Name	Number of Units
Sierra Vista Homes	330 (a portion thereof)
Mokelumne Manor	40
Mokelumne Annex	10
Sierra Vista Annex	64 (a portion thereof)
Conway Homes Annex	200 (a portion thereof)

E) If the HACSJ has not completed the Required Initial Assessments, describe the status of these assessments: **More detailed assessments continue pending physical needs determinations.**

ATTACHMENT F

Asset Management

The HACSJ defines asset management as the ability to manage our properties in a way that maximizes their potential to fulfill the mission of the HACSJ. We are in the process of developing an asset management system. When it is ready to implement, it will include:

1. A system to measure the performance of each property;
2. A system to determine the financial viability of each property;
3. A system to measure whether the HACSJ's social objectives, as defined in our mission statement, are being accomplished; and
4. A system for evaluating options for properties.

When these information and analysis systems are in place, the HACSJ will be able to make decisions about the best use of our assets. With an understanding of the best community use, the shelter value and financial potential, the operating costs and performance profile of each property and the constraints of Federal regulations and funding priorities the HACSJ will be able to make decisions about how to use each property to best serve the needs of our community, our residents, and the agency. In a worse case scenario, it will help us decide if we need to demolish and/or dispose of all or part of a property and how best to replace these units.

Our system of analysis will include these steps:

?? STEP ONE: DETERMINE THE TARGET POPULATION FOR THE PROPERTY

Given the community's housing needs as articulated in the Consolidated Plan for our jurisdiction, what are the greatest housing needs in our community? What populations are not being adequately served by the private market? We will review demographics and waiting list information to make these decisions. Depending on the property and the composition of the community, working families, the elderly, the frail elderly, people with disabilities, or families needing supportive services may be targeted. Different populations may be best suited to specific properties.

?? STEP TWO: DETERMINE IF THE PROPERTIES ARE ABLE TO SERVE THE IDENTIFIED NEED

There are three aspects to this point – are there enough units to serve the need, are those units physically and structurally sound, and do the units include the amenities required to compete successfully for residents?

If there is an unmet need, the HACSJ may seek the development partners or attempt to acquire additional units to meet the need. If property is not physically adequate to house the population, we will perform a physical need assessment to determine whether capital improvements or retrofitting is required to make the property suitable.

There is one other possible situation. It is possible that there are more units available than required to accommodate the target population. If this is the case, we will seek the best use for these units.

- STEP THREE: COMPLETE A NEIGHBORHOOD STUDY

  An analysis of the surrounding neighborhood will provide important information about the potential market for the property. If the surrounding neighborhood is declining or experiencing crime problems, this must be taken into consideration before a decision is made about making a capital investment in the property.

- STEP FOUR: DETERMINE THE CURRENT COST OF OPERATION PROPER

  The HACSJ must understand how much work is required to keep the property operating at an acceptable standard. Also, we must examine the amenities the property offers. Are the amenities appropriate and cost-effective? This is the first step to understand the financial stability of the property.

- STEP FIVE: DETERMINE THE POTENTIAL INCOME THE PROPERTY CAN PRODUCE GIVEN ITS BEST USE

  Considering full occupancy, how much rent and subsidy can be generated by each of our properties? By comparing this to the cost of operating the property we will gain significant information about the financial feasibility of our properties. It is likely that an accurate estimate of this cannot be made until the new rules for the operating fund are finalized.

- STEP SIX: DETERMINE THE COST OF ANY CAPITAL IMPROVEMENTS OR RETROFITTING REQUIRED TO EQUIP THE PROPERTY TO SERVE THE TARGET POPULATION

  What is the cost of any required rehabilitation or retrofitting? This amount must be factored into the income potential and operating cost of the property to determine if retrofitting this property is the best way to serve the identified need. Changes to the property might include the installation of air conditioning in all developments, installation of dishwashers and garbage disposals, carpeting, and the elimination of efficiency units.

- STEP SEVEN: DETERMINE THE COST OF OPERATING THE REHABILITATED PROPERTY

  Will the cost of operating the property be different after improvements are made? If so, this must be factored into the decision-making process.

- STEP EIGHT: COMPARE THE OPERATING COST TO THE POTENTIAL INCOME

  Regardless of the need for the housing, it must be financially feasibility to operate the property the HACSJ has determined that a property can produce enough income to sustain itself; the use of the property for the targeted use will proceed. If a property cannot produce enough income to sustain itself and there is a need for the housing, we may decide to seek additional support from other properties in the portfolio or elsewhere in the community. This is reasonable if, in our opinion and the community's, there is great social value in operating the property.

?? STEP NINE: DETERMINE THE ABILITY OF THE PROPERTY TO GENERATE ADEQUATE FUNDS FOR AN OPERATING RESERVE

An additional aspect of a property, its ability to sustain itself financially, depends on its ability to generate enough funds not only to pay its operating costs, but also to contribute to a replacement reserve. The HACSJ cannot estimate the need for an operating reserve until the rules for the new capital and operating funds have been finalized, but we do intend to continue our current practice of funding operating reserves.

In summary, the HACSJ intends to reinvent our public housing as we know it and move towards a more market-driven, private-oriented management system while retaining our responsibility to both our residents and the taxpayers

ATTACHMENT G

Resident Membership of the PHA Governing Board

NAME	REPRESENTS
Peggy Metzger	Housing Choice Voucher Program Senior Citizens
Joan Thorp	Housing Choice Voucher Program Senior Citizens

Admissions and Continued Occupancy Policy

SAN JOAQUIN
HOUSING
AUTHORITY

Table of Contents

Chapter 1
STATEMENT OF POLICIES AND OBJECTIVES

PAGE

1.0 Introduction 1-1
1.1 Housing Authority Mission and Vision Statement 1-1
1.2 Local Objectives 1-1
1.3 Purpose of the Policy 1-2
1.4 Fair Housing Policy 1-2
1.5 Privacy Rights 1-3
1.6 Reasonable Accommodations for Persons with Disabilities and/or Challenges 1-4
1.7 Posting of Public Information 1-4

Chapter 2
WAITING LIST ADMINISTRATION

2.0 Introduction 2-1
2.1 Marketing and Outreach 2-1
2.2 Initial Application Procedures (Pre-Application) 2-2
2.3 Waiting List Local Preferences 2-3
2.4 Waiting List Priority Points 2-5
2.5 Waiting List Overview 2-5
2.6 Waiting List Maintenance 2-7

Chapter 3
ELIGIBILITY FOR ADMISSION—TENANT SELECTION CRITERIA

3.0 Introduction 3-1
3.1 Selection Policy and Objectives 3-1
3.2 Dwelling Occupancy Standards and Time of Selection 3-2
3.3 Eligibility Criteria Guidelines 3-6
3.4 Interview for Admissions 3-8
3.5 Applicant Screening Process for Resident Suitability 3-9
3.6 Income and Assets Verification 3-11
3.7 Income Exclusions 3-12
3.8 Earned Income Disregard 3-13
3.9 Income Deductions 3-14
3.10 Verification of Eligibility 3-15
3.11 Evaluation of Information 3-30
3.12 Determination of Total Tenant Payment 3-31
3.13 Notification to Applicants 3-35

Chapter 4
DWELLING LEASE AGREEMENT

4.0 Introduction 4-1
4.1 Special Lease Provision 4-1
4.2 New Lease 4-1
4.3 Rental Payments & Accounts 4-3
4.4 Security Deposits 4-7
4.5 Pet & Pool Policy 4-7
4.6 Termination of Lease 4-8
4.7 Inspection Requirements 4-10

Chapter 5
CONTINUTED OCCUPANCY AND ELIGILITY—RE-CERTIFICATION

5.0 Introduction 5-1
5.1 Annual Re-Certification Tenant Notification 5-1
5.2 Re-Certification 5-2
5.3 Rent Adjustments 5-2
5.4 Interim Re-Certifications 5-2
5.5 Community Service 5-3
5.6 Transfers 5-6

Chapter 6
MAINTENANCE

6.0 Introduction and Objectives 6-1
6.1 Maintenance Priority System 6-1
6.2 Preventative Maintenance 6-2
6.3 Preventative Pest Control 6-2

Chapter 7
TENANT GRIEVANCE PROCEDURES

7.0 Introduction and Objectives 7-1
7.1 Applicability 7-1
7.2 Definitions 7-1
7.3 Informal Settlement of Grievances 7-2
7.4 Procedures to Obtain a Hearing 7-2
7.5 Formal Grievance Hearing Procedures 7-3
7.6 Decision of Hearing Officer 7-4
7.7 Housing Authority Eviction Actions 7-5

Chapter 8
PROGRAM INTEGRITY

8.0 Introduction 8-1
8.1 Criteria for Investigation of Suspected Abuse and Fraud 8-1
8.2 Steps to Prevent Program Abuse and Fraud 8-2
8.3 Steps to Detect Program Abuse and Fraud 8-2
8.4 Handling of Allegations of Possible Abuse and Fraud 8-3
8.5 Investigation of Allegations of Abuse and Fraud 8-4
8.6 Placement of Documents, Evidence, and Statements 8-5
8.7 Conclusion of the Investigative Review 8-5
8.8 Evaluation of the Findings 8-5
8.9 Action Procedures for Documented Violations 8-5

Chapter 9
HOMEOWNERSHIP PROGRAM

9.0 Introduction 9-1
9.1 Program Summary 9-1
9.2 Eligibility Requirements Overview 9-2
9.3 General Provisions 9-4
9.4 Family Participation Requirements 9-6
9.5 Termination of Section 32 Homeownership Option Program 9-10
9.6 Continued Participation in Public Housing Program 9-11
9.7 Waiver or Modification of Homeownership Policies 9-12

Chapter 10
FAMILY SELF-SUFFICIENCY PROGRAM

10.0 Introduction 10-1
10.1 Family Selection 10-1
10.2 Denial of Participation in FSS 10-3
10.3 Program Coordinating Committee 10-3
10.4 Establishing Interim and Final Goals 10-3
10.5 Escrow Accounts 10-3
10.6 Continued Requirements for FSS Participation 10-4
10.7 Extension of FSS Contract 10-5
10.8 Contract Compliance 10-6
10.9 Informal Hearing Rights 10-6

APPENDICIES

I Definition of Terms I-1
II Schedule of Income Limits II-1
III Guideline for Determining Bedroom Size III-1
IV Schedule of Utility Allowance IV-1
V Schedule of Flat Rents V-1

VI Schedule of Maximum Rents VI-1
VII Schedule of Maintenance Charges VII-1
VIII Pet Ownership Policy & Addendum to Lease VIII-1
IX Resident Dwelling Lease Agreement IX-1
X Pool Policy & Addendum to Lease X-1

Chapter 1—Statement of Policies and Objectives

1.0 INTRODUCTION

The Public Housing Program was created by the U.S. Housing Act of 1937 and amended as part of the Quality Housing and Work Responsibility Act of 1998 (42 U.S.C. 1437, et seq., "the 1937 Act"). The Housing Authority of the County of San Joaquin (Housing Authority) owns and manages 1,097 public housing units which are scattered throughout the San Joaquin County. Residents who reside in public housing can choose between paying an income based rent (30% of their adjusted gross income) and a flat rent, as determined by the Housing Authority. The Department of Housing and Urban Development (HUD) subsidizes the balance needed to manage and maintain the properties. Federal Regulations impact the selection of residents, occupancy, lease, and grievance procedures. The Housing Authority owns, manages, and maintains 3 apartment complexes and approximately 35 single family homes scattered throughout the San Joaquin County.

The administration of the Housing Authority and the functions and responsibilities of employees of the Housing Authority shall be in compliance with the Housing Authority's Personnel Policy and the Department of Housing and Urban Development's (HUD) public housing regulations, as well as all Federal, State and local Fair Housing Laws and Regulations.

1.1 HOUSING AUTHORITY MISSION AND VISION STATEMENT

MISSION STATEMENT

The Housing Authority Of The County Of San Joaquin Is Dedicated To Providing And Advocating For Affordable, Attractive, Safe Living Environments And Opportunities To Become Self-Sufficient For Persons Of Very Low To Moderate Income.

VISION STATEMENT

The Housing Authority Of The County Of San Joaquin Will Be Nationally-Recognized As An Innovative Agency And A Leader In Creating Community Partnerships That Result In Individuals And Families Having Hope For A Better Tomorrow.

1.2 LOCAL OBJECTIVES [24 CFR 960]

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

A. To provide improved living conditions for very low, lower and moderate-income families while maintaining their rent payments at an affordable level.

B. To operate a socially and financially sound public housing agency that provides drug free decent, safe and sanitary housing with a suitable living environment for tenants and their families.

C. To avoid concentrations of economically and socially deprived families in any one or all of the Housing Authority's public housing developments. To house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income families in the Housing Authority's jurisdiction.

D. To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

E. To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap or familial status.

1.3 PURPOSE OF THE POLICY [CFR 960.201]

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

The Housing Authority is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Policy, HUD regulations will have precedence. This policy and any changes must be approved and adopted by the Housing Authority Board of Commissioners and HUD.

This Admissions & Continued Occupancy Policy is set forth to define the Housing Authority's local policies for operation of public housing programs in the context of Federal Laws and Regulations. All related issues not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or the applicable law.

1.4 FAIR HOUSING POLICY [CFR 960.24 (5)]

It is the policy of the Housing Authority to comply fully with all federal, state and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

This Housing Authority shall not discriminate with respect to age, handicap, disability, race, color, creed, sex, marital status, familial status, national or ethnic origin, or sexual orientation in the acceptance of applications, in the leasing of rental housing or related facilities (including land) or in the provision of housing assistance for any project or projects under its jurisdiction (covered by an Annual Contributions Contract (ACC) under the United States Housing Act of 1937), or in the use or occupancy thereof.

All Housing Authority staff will be required to attend fair housing training and be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority offices, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

The Housing Authority's administrative offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TDD telephone service provider.

To the extent permitted by federal status, it is the policy of the Housing Authority to avoid concentrating the most economically and socially disadvantaged families in the housing projects. Such policy shall be affected by housing eligible families.

1.5 PRIVACY RIGHTS [24 CFR 982.551]

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

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

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

The Housing Authority's practices and procedures are designed to safeguard the privacy of applicants and tenants. Files will never be left unattended or places in common areas. Housing Authority staff will not discuss or access family information contained in files unless there is a business reason to do so. Staff will be required to disclose whether she/he has relatives living in Public Housing. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

1.6 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES AND/OR CHALLENGES

It is the policy of the Housing Authority to comply with all federal, state and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing as described in Chapter 1, Section 1.4 of this policy.

The Housing Authority will provide federal/state/local information to participants regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session at the time of admission. In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, no otherwise qualified individual with handicaps shall, solely by reason of his/her handicap, be excluded from the participation in, be denied the benefit of, or be subjected to discrimination under any program or activity of the Housing Authority. The Housing Authority will take appropriate measures to ensure that an individual with handicaps shall have equal access to available services, programs and activities offered. Such appropriate measures include, but are not limited to:

A. provision of telecommunication devices for the deaf;

B. provision of sign language interpreters, as requested;

C. provision of readers and amanuenses, as requested;

D. utilization of barrier-free meeting places;

E. provision of a discrimination complaints procedure.

Posters and housing information are displayed in locations throughout the Housing Authority's offices in such a manner as to be easily readable from a wheelchair. The Housing Authority may contact and obtain services from one of, but not limited to, the following Agencies to accommodate persons with disabilities:

A. California State Department of Rehabilitation

B. Valley Mountain Regional Center (VMRC)

C. Easter Seals Superior of California

D. Community Center for the Blind & Visual Impaired

The Housing Authority offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the California Relay Service or TDD (209) 466-3735.

1.7 POSTING OF PUBLIC INFORMATION

The Housing Authority will maintain the following information in a conspicuous area in all Housing Authority offices which will contain:

A. Copy of policies and procedures manual governing Admission and Continued Occupancy Policy (ACOP)

B. Information on application taking

C. Directory of the Housing Authority's housing sites including names, address of offices and office hours at each facility

D. A copy of the lease

E. A Fair Housing Poster

F. An Equal Opportunity in Employment poster

G. Current Resident Notices & Required Public Notices

Chapter 2—Waiting List Administration

2.0 INTRODUCTION

It is the objective of the Housing Authority to ensure that all families who express an interest in public housing are given an opportunity to apply, and are treated in a fair and consistent manner. All families who apply for public housing are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with this Admissions and Continued Occupancy Policy. These procedures shall be in compliance with all provisions of Title VI of the Civil Rights Act of 1964, the Fair Housing Act and other applicable civil rights laws. [CFR 960.203]

2.1 MARKETING AND OUTREACH

This section establishes the basic procedures in order to achieve an Affirmative Fair Housing and Marketing and Outreach Plan for public housing.

It is the policy of HUD to administer its FHA programs affirmatively, so as to achieve a condition in which individuals of similar income levels in the same housing marketing areas have a range of housing choices available to them regardless of their race, color, religion, sex, handicap, familial status or national origin.

The Housing Authority will publicize and disseminate information to make known the availability of public housing units for extremely low to low income families on a regular basis. The Housing Authority will publicize in a newspaper of general circulation, minority media, and by other suitable means. Notices will also be provided in Spanish and other available multi-lingual media.

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

Marketing and outreach notices may include being placed, but not limited to the following locations:

A. Various places of employment

B. State Unemployment offices

C. Local County Human Services Agency offices

D. U.S. Post Offices

E. Grocery stores

F. Public transportation

G. Various churches

H. Community organizations servicing individuals with handicaps/disabilities

The Housing Authority will communicate the status of housing availability to other service providers in the community; advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

The Housing Authority public notice is mailed to various organizations within San Joaquin County and will contain locations where families may apply and a brief description of the program. The notices will be made in an accessible format, if requested. They will provide potential applicants with information that includes the Housing Authority address and telephone number, how to submit an application, and information on eligibility requirements. Upon request from a person with a disability, additional special accommodation will be provided for submission of an application.

2.2 INITIAL APPLICATION PROCEDURES (PRE-APPLICATION)

The Housing Authority will utilize a preliminary application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodations for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the Housing Authority to preliminarily assess and determine placement on the waiting list.

All pre-applications will be dated and time-stamped when received and applicants will be places on the waiting list according to date/time order. The pre-application form will contain questions designed to obtain the following information:

A. Names of head of household, co-head, and spouse

B. Names of all adult and child members including ages of all members

C. Sex and relationship of all members

D. Number of family members (used to estimate bedroom size needed)

E. Street address and phone numbers

F. Mailing address (If PO Box or other permanent address)

G. Amount(s) and source(s) of income received by household members to determine preference qualification

H. Social Security Numbers

I. Race/ethnicity

J. Birthplace & Birth date

K. Information regarding disabilities and request for specific accommodations needed

L. Arrests/Convictions for Drug Related or Violent Criminal Activity

M. Questions regarding previous participation in HUD programs

N. Citizenship, eligible immigration status.

The pre-application is the formal document used by the Housing Authority and represents the official record of each family seeking household assistance. Each pre-application form must be signed by the applicant and dated. By so signing, the applicant certifies the accuracy of the information stated and submitted.

All applicant families will be placed on the waiting list, except duplicate applications. Pre-applications will not require interviews. Information on the pre-application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are requested to inform the Housing Authority in writing of changes in family composition, income, and address, as well as any changes in their preference status. Applicants are also required to respond to requests from the Housing Authority to update information on their pre-application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

2.3 WAITING LIST LOCAL PREFERENCES

Local preferences will be used to select among applicants on the waiting list. The waiting list will be ordered according to date and time of application along with the following local preferences: [CFR 960.206 (A)] Except for special admissions, applicants will be selected from the Housing Authority waiting list in accordance with policies and preferences and income targeting requirements defined in this Admissions & Continued Occupancy Plan.

A. Residency preference: Families who live, work in, or have been hired to work within San Joaquin County and/or residents of San Joaquin County who currently participate in an approved Cal Work's Program at the time of submission of the pre-application.

B. The following are equal in selection process:

1. Working preference: The Housing Authority will extend a local preference to families who are working, have an established work history or are currently enrolled in a job training program. Families where the head, spouse, or sole member is employed, or enrolled in an employment training program will be given preference. An applicant must be given the benefit of the working family preference if the head and spouse, or sole member, is age 62 or older, or is a person with disabilities as defined for eligibility purposes.

2. Disability preference: This preference is extended to disabled persons or families with a disabled member as defined in:

   a) Section 223 of the Social Security Act (42 U.S.C.423)
   b) A person who has a physical, mental or emotional impairment that:
      i. Is expected to be of long-continued and definite duration;
      ii. Substantially impeded his/her ability to live independently; and
      iii. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
   c) A person who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
   d) Proof of Disability will be required at time of selection.

C. Veteran's preference: Current members of the U.S. Military Armed Forces, veterans or surviving spouses of veterans.

An applicant will be required to provide written proof of meeting the local preference claimed on the pre-application when pulled from the waiting list.

For applicants with more than one preference, the date and time of the Housing Authority's receipt of their application plus points added up for having multiple preferences shall be the tie-breaker in determining placement on the wait list.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B and preference B families will be offered housing before any families in preference C. The date and time of application plus points added up for having multiple preferences will be noted and utilized to determine the sequence within the above prescribed preference.

SPECIAL ADMISSIONS

If HUD awards a Housing Authority program funding that is targeted for specifically named families, the Housing Authority will admit these families under a special admission procedure. Special admission families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list.

The Housing Authority maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

?? A family displaced because of demolition or disposition of a public or Indian housing project;

?? A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

?? For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

?? A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

?? A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

2.4 WAITING LIST PRIORITY POINTS

Veteran	= 4 pts.
Local Resident	= 2 pts.
Total points	= 6 pts.

Each of the following gets 1 point only, they are not added up:
?? Without Housing,
?? Working Family, Elderly, & Disabled, or
?? Job Training

A total of 7 points can be generated.

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

2.5 WAITING LIST OVERVIEW

The application process will involve two phases. The first is the "initial" application referred to as the pre-application. The first phase results in the family's placement on the waiting list.

The second phase is the final determination of eligibility/ineligibility for admission into public housing. This takes place when the family reaches the top of the waiting list.

By maintaining an adequate waiting list, the Housing Authority will be able to occupy available public housing units in a timely manner. Applicants will be selected from the Housing Authority waiting list in accordance with this **Chapter 2**.

There are three separate public housing waiting lists for each of the following communities: Stockton, Thornton and Tracy. It is the Housing Authority's policy that each applicant shall be assigned an appropriate place on the waiting list for the site(s) in which the applicant wishes to reside. Applicants will be listed in sequence based upon the date and time the application is received, the size and type of unit they require, the site in which they wish to reside and factors of preference.

Cross-Listing of Different Housing Programs and Section 8 [24 CFR 982.205(a)]

The Housing Authority will not merge its waiting lists. If the waiting list for the Housing Authority's Public Housing program, and/or Project-Based Voucher Program is open at the time an applicant applies for either program, the Housing Authority must offer to place the family on its waiting lists for the other programs.

The Housing Authority will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

A. Applicant Name

B. Family Size/Composition

C. Bedroom size needed

D. Date and time of application

E. Income category of applicant family

F. Qualifications for any local preference

In filling an actual or expected vacancy, the Housing Authority will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of accomplishing de-concentration of poverty and income mixing objectives. The Housing Authority will offer the unit until it is accepted.

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

1. The initial application will be part of a permanent file

2. Applications will be maintained by date and time sequence

3. All applicants must meet from extremely low to low income eligibility requirements as established by HUD.

2.6 WAITING LIST MAINTENANCE

A. General Guidelines:

Since separate waiting lists are maintained for each of the following communities: Stockton, Thornton and Tracy, applicants can apply for one or more waiting lists. Pre-applications shall be accepted from all apparently eligible applicants in accordance with the criteria enumerated in this Chapter 2.

Applications will continue to be accepted until the number of applicants, by bedroom size, indicates that future applicants for housing would not be offered housing by the Housing Authority within a reasonable period. At such time, the taking of applications may be suspended.

Applicants are required to inform the Housing Authority, in writing, of changes in family composition, income and address. Applicants are also required to respond to requests from the Housing Authority to update information on their application, or to determine their continued interest in housing. Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

Applicants are required to reconfirm their interest in housing, at least once every six months to keep their application on file. Applicants whose application has been withdrawn may reapply by submitting a new application when the Housing Authority is accepting applications.

B. Split Household

When a family that is on the waiting list splits into two otherwise eligible families, due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is not court determination, the Housing Authority will make the decision taking into consideration the following factors:

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

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

C. Multiple Families in the Household

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

D. Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school age child as a dependent.

The application and all related supporting documents are to be maintained in the active file until the application is classified as withdrawn or denied, or until the applicant has been housed in a public housing unit.

E. Balance Owed to Housing Authority

Former public housing and/or Public Housing program participants who left owing a balance to the Housing Authority or to other housing agencies will be denied admission to public housing until such balance is paid. Although those with current payment agreements will be allowed on the waiting list, they cannot be assisted under any housing assistance program until the entire balance is paid in full and will be placed on the bottom of the waiting list if selected and balance is still owed.

F. Purging the Waiting List [24 CFR 960.204(a)]

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

The waiting list will be purged by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

Any mailing to the applicant which require a response, will state that failure to respond within ten (10) days will result in the applicant's name being dropped from the waiting list.

A 30-day extension may be granted, if requested within ten (10) days and is needed as a reasonable accommodation for a person with a disability.

If the letter is returned by the U.S. Post Office, because the applicant failed to notify the Housing Authority of his/her new address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If the letter is returned with a forwarding address, it will be re-mailed to the address indicated.

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

1. The applicant requests in writing that the name be removed;
2. The applicant did not submit a change of address in a timely manner;
3. The applicant fails to respond to a written request for information or a request to declare their continued interested in the program; or
4. The applicant does not meet either the eligibility or suitability criteria for the program.

The Housing Authority allows a grace period of thirty (30) days after completion of the purge. Applicants who respond during the grace period will be reinstated.

G. Notification to Applicants

All correspondence and notices sent to applicants by the Housing Authority which require a response, request submission of information, or to schedule an appointment, must inform the applicant that failure to comply will result in termination of their application.

The Housing Authority may allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. Good cause includes, but is not limited to, reasons related to health, proximity to work, school, and child care (for those working and attending school).

Notices will inform the applicant that their name will be removed from the waiting list if they fail to respond within the specific time frame.

H. Opening/Re-opening and Closing the Waiting Lists:

The Housing Authority, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. The Housing Authority may open or close the list by local preference category. **(See this Chapter—Sections 2.3 & 2.4)**

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a local preference, and the ability of the Housing Authority to house an applicant in an appropriate unit within a reasonable period of time.

1. When the Housing Authority opens/re-opens a waiting list, the Housing Authority will advertise through public notice in, but not limited to, the following newspapers, minority

publications and other media entities, location(s) and program(s) for which applications are being accepted:

a) Stockton Record

b) Lodi Sentinel

c) Tracy Press

d) Manteca Bulletin

e) San Joaquin County Human Services Agency

f) California State Employment Development Department

g) Social Security Administration Office

h) San Joaquin Fair Housing Office

i) Local Center for Deafness

j) Community Center for the Blind & Visual Impaired

k) California State Department of Rehabilitation

2. The notice will contain:

a) The dates, times, and the locations where families may apply.

b) Any system of site-based waiting list offered by the Housing Authority.

c) The programs for which applications will be taken.

d) A brief description of the program.

e) A statement that Public Housing participants must submit a separate application if they want to apply for Public Housing.

f) Limitations, if any, on who may apply.

The opening/reopening of the list will be done in accordance with the HUD requirements. The notices will be made in an accessible format, if requested. The Housing Authority will provide potential applicants with information that includes the Housing Authority address and telephone number, how to submit an application, information on eligibility requirements and the availability if local preferences.

Upon request from a person with a disability, an additional fourteen (14) working days will be given as an accommodation for submission of an application after the closing deadline. This

accommodation is to allow persons with disabilities the opportunity to submit an application in cases when a social service organization provides inaccurate or untimely information about the closing date.

Even though there are enough applicants on the waiting list to fill the turnover within the next 18 eighteen months, if there are not enough applicants who claim a local preference, the Housing Authority may elect to accept applications from applicants who claim a local preference ONLY, and continue to keep the waiting list closed.

I. Suspension of Taking of Applications:

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

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

1. Separating the new applicants into groups based on local preferences and unit size.

2. Ranking applicants within each group by date and time of application.

The Housing Authority will update the waiting list at least annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail or telephone. At the time of initial intake, the Housing Authority will advise families of their responsibility to notify the Housing Authority when mailing address or telephone numbers change.

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

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

The Housing Authority will not announce suspension of application-taking.

Chapter 3—Eligibility for Admission-Tenant Selection Criteria

[24 CFR Part 5, 960]

3.0 INTRODUCTION

This chapter defines both HUD and the Housing Authority's criteria for admission or denial of admission to public housing. It is the policy of the Housing Authority to strive for objectivity and consistency in application of criteria used to evaluate the eligibility and screening of all families. The Housing Authority will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, furnish additional information, if needed, and receive an explanation of the basis for any decision made by the Housing Authority pertaining to their eligibility.

3.1 SELECTION POLICY AND OBJECTIVES

It is the objective of the Housing Authority to house the broadest possible range of families with extremely low to low incomes in order to achieve a stable, mixed resident body. Concentration of very-low families will be avoided.

A. Income Targeting and De-concentration [24 CFR 5.607, Section 513 of the 1998 Act Amending Section 16 of the 1937 Act]

The Housing Authority will monitor it's admissions to ensure that it follows the targeting requirement of admitting in any fiscal year, not less than 40 percent of families with extremely low-income: [24 CFR 960.202]

1. Tier I: Families with incomes between 0 percent and 30 percent of area median income (this group must constitute at least 40 percent of all admissions in any fiscal year)

2. Tier II: Families with incomes between 31 percent and 80 percent of area median income (the maximum percentage of annual admissions for this group is 60 percent)

The Housing Authority will encourage extremely low income applicant families to move into developments populated with higher income families. Also, the Housing Authority will encourage higher income applicant families to move into developments populated with extremely low income families. This effort will support the Housing Authority's objective to achieve a stable mixed income resident body and avoid concentration of extremely low income families. The Housing Authority will affirmatively market public housing to all eligible income groups.

3.2 DWELLING OCCUPANCY STANDARDS AND TIME OF SELECTION

When a housing unit becomes available, the Housing Authority will contact the first family who is next on the Waiting List and who meets the eligibility criteria for this type of unit or development and whose income category would help to meet the de-concentration goal and/or income targeting goal.

In order for the Housing Authority to provide an increased sense of security for public housing residents, the Housing Authority may allow units to be occupied by police officers. Police officers will not be required to be income eligible to qualify for admission to the Housing Authority public housing program.

A. Unit Occupancy Standards

The Housing Authority's Occupancy guideline standards for determining unit size shall be applied in a manner consistent with Fair Housing policy **(See Chapter 1 Section 1.4).** All guidelines in this section relate to the number of bedrooms in the unit. Generally the Housing Authority will assign one bedroom to two people within the following guidelines:

GUIDELINES FOR DETERMINING BEDROOM SIZE

NUMBER OF BEDROOMS	NUMBER OF PERSONS IN HOUSEHOLD	
	MINIMUM	MAXIMUM
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10

To avoid overcrowding and to assist as many families as possible, available housing units shall be issued in accordance with the occupancy standards set forth as follows:

1. Minimum and maximum standards may be adjusted based on unit design, to make temporary use of available units or to accommodate the medical needs of the family.

2. Dwelling units will be assigned so as not to require the use of the living room for sleeping, except in studio units.

3. Every family member is to be counted as a person in considering the appropriate bedroom size.

4. Families may have foster children or foster adults live with them if it would not result in overcrowding. Foster persons are counted for occupancy standards if they will be in the unit for more than 12 months, but do not qualify for the $480 dependent allowance. Foster children are qualified in the deductions for reasonable child care expenses, as long as the other eligibility criteria are met.

5. In the assignment of dwelling units, the Housing Authority will consider and advise the applicant or resident of the following guidelines:

    a) No more than two persons would be required to occupy a bedroom.

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

    c) Children, with the possible exception of infants, would not be required to share a bedroom with persons of different generations, including their parents over 4 years of age.

    d) In no event may any single person (who is not 62 years old or older, disabled, persons with disabilities, or the remaining member of resident family) be provided a housing unit with two bedrooms or more.

    e) If a single parent is pregnant, the unborn child will be counted as a person in considering the appropriate bedroom size. Third-party verification may be required to be provided by the applicant, if the Housing Authority feels it is necessary. No allowance will be given for the unborn child and the income limit for one-person family is used.

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

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

    h) Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

    i) A Single person shall be allocated one bedroom.

    j) The living room will not be used as a bedroom.

B. Unit Offer

When housing units become available, the Housing Authority will make the family no more than three offers. If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to consideration of race, color, sex, religion or

national origin, the applicant will not be dropped to the bottom of the waiting list. "Good cause" for refusal of unit offers, under which an applicant would not be dropped to the bottom of or removed from the waiting list includes:

1. Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, 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.

2. The family demonstrates to Housing Authority's satisfaction that accepting the offer will place a family member's life, health or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, risk assessments related to witness protection from a law enforcement agency, or other court orders. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.

3. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide necessary to the care of the principal household member.

4. 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.

5. An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

6. Provide copy of one year lease agreement stating how breaking the lease would cause financial hardship.

The applicant should be able to document that the hardship claimed is "good cause" for refusing an offer of housing. If "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.

The applicant will have seven (7) working days to consider a unit offer before deciding whether to accept or refuse the offer.

The Housing Authority 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 by the applicant.

Upon the denial of the third offer without "good cause", the application will be cancelled and removed from the waiting list. If at any time during this process, the applicant violates Fair Housing Laws, i.e., racial discrimination, the application will be removed from the waiting list.

C. Buildings Designed for the Elderly and Disabled

Preference will be given to the elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities.

D. Medical Need for Larger Unit

If an applicant requests a need for a larger unit for medical reasons a written certification, stating the reason for the request of the need for a larger unit, must be obtained from a reliable, licensed professional, and from a third party.

E. Accessible Units

When an accessible housing unit becomes available, the unit shall be offered:

1. First: to a current public housing resident who has disabilities requiring the accessibility features and who is living in a non-accessible unit.

2. Second: to an eligible qualified applicant on the waiting list having disabilities requiring an accessible unit. A disabled applicant has the right to reject a unit that does not meet his/her accessibility needs without having the rejection counted against him/her. A separate bedroom can be provided for live-in attendants with proper medical verification. If unable to qualify eligible applicant from your location an interoffice email or mail announcement should be sent to see if other locations have a qualified applicant with disabilities.

3. Third: to an applicant not having disabilities requiring the accessibility features. In this case the applicant must agree to move to a non-accessible when one becomes available, should an individual or family needing such accessible features apply and become eligible for admission to the program. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

F. Exceptions to Occupancy Standards

The Housing Authority will grant exceptions from the guidelines in cases where it is the family's request or the Housing Authority determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances, and there is a vacant unit available. If an applicant requests to be listed on a "smaller or larger bedroom size" waiting list, the following guidelines will apply:[1]

[1] In these referenced cases, a family that voluntarily accepts a unit that is smaller than what the family is eligible for will be required to sign a statement stating that unless there is an increase in family size, the family agrees that they are not eligible for transfer to a larger unit for at least 3 years.

1. Applicants may request to be placed on the waiting list for a unit size smaller than designated by the occupancy guidelines, (as long as the unit is not overcrowded according to local codes).

2. At the Housing Authority's discretion, the family may be offered a smaller unit than the preferred unit size, based on the Housing Authority's occupancy standards, if in doing so the family has an opportunity to be housed earlier. However, the Housing Authority will not lease a one-bedroom unit to a three-person family that includes two adults and an adolescent or teenager.

3. For a three-person family, that includes two adults and an infant, the Housing Authority may allow the family to lease a one-bedroom unit in a desired general occupancy development.

All members of the family residing in the unit must be screened and approved by the Housing Authority. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-ordered custody, in which case the family must inform the Housing Authority within ten (10) days. Special circumstances should be presented to the Vice President of Property and Facility Management for approval.

3.3 ELIGIBILITY CRITERIA GUIDELINES [24 CFR PART 5, 960]

A. Eligibility Conditions

Applicants for the public housing program shall be deemed initially eligible for consideration provided that they meet all of the following conditions:

1. The applicant must qualify as a Family **(as defined in Appendix I)**

2. Either their Annual Income (as defined in Appendix I) does not exceed the applicable Low Income Limit **(listed in Appendix II),** or they have continuously been assisted under the United States Housing Act of 1937. To determine if a family is income-eligible, the Housing Authority compares the Annual Income of the family to the applicable income limits for the family size. Income limits apply only at admission and are not applicable for continued occupancy or families transferring within the Housing Authority's public housing.

3. Families are required to provide verification of Social Security Numbers issued by the Social Security Administration for all family members age 6 and older prior to admission or certify that they do not have one. This requirement also applies to persons joining the family after admission to the program. **(See this Chapter, Section 3.3-B)**

4. In addition to the eligibility criteria, families must also meet the Housing Authority's screening criteria for suitability as a resident described in **Section 3.5 of this Chapter**, in order to be admitted to public housing.

5. A family member must be a U.S. citizen or eligible immigrant. A non-citizen lawfully admitted to the U.S. either as a permanent or a temporary resident is considered an eligible immigrant.

B. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

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

Persons who have not been issued a social security number must sign a certification that they have never been issued a social security number. The certification shall:

?? State the individual's name and state that the individual has not been issued a social security number;

?? State that the individual will disclose the social security number, when they obtain one at a later date;

?? Be signed and dated.

Persons who discloses their social security number but cannot provide verification must sign a certification and provide verification within sixty (60) days. Elderly persons must provide verification within one hundred twenty (120) days.

C. Citizenship/Eligible Immigration Status

In order to be eligible for admission into public housing, a family member must be a U.S. citizen or eligible immigrant. An eligible immigrant is a person who is in one of the immigrant categories as specified by HUD.

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

No Eligible Members. Applicant families that include no eligible members will be ineligible for admittance into public housing. Such families will be denied admission and offered an opportunity for an informal review.

Non-citizen Students. As defined by HUD regulations 24 CFR 5.522 **(Defined in Appendix I)** in the non-citizen regulations is not eligible for assistance.

Non-contending Member. Individuals who do not contend that they have eligible status. If one or more members of a family elect not to contend that he/she has eligible immigration status and the other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance despite the fact that no declaration or documentation eligible immigration status is submitted by one or more members of the family. The family, however,

must identify in writing to the Housing Authority, the family member(s) who will elect not to contend that he/she has eligible immigration status.

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

D. Transfers

Transfers within the public housing program shall take preference over admissions of applicants from the waiting list. Transfer situations may include:

1. Emergencies (health and safety, inhabitable);
2. Demolition, disposition rehabilitation of unit;
3. Reasonable accommodation;
4. Occupancy Standards; and
5. Incentive to residents with good tenant histories

Residents on the transfer list may refuse transfer offers for the "good cause" reasons without losing their position on the transfer list. Residents, who refuse a transfer offer without "good cause", may be removed from the transfer list. However, tenants whose transfers are mandatory and refuse a transfer offer are subject to lease termination.

Transfer of a resident from one dwelling unit owned by the Housing Authority to another shall be at the sole discretion of the Housing Authority and shall take precedence over admittance of applicants from the waiting list.

3.4 INTERVIEW FOR ADMISSIONS

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

A. The head of household, co-head, and/or spouse and all adult members are required to attend the interview, complete the application and certify by signature that all the information is complete and accurate.

B. It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses the scheduled meeting without

"good cause", the Housing Authority will reject the application as indicated in the appointment letter.

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

D. All adults must sign the HUD Form-9886, Consent for Release of Information, the declarations and consents related to citizenship/immigration status and any other documents required by the Housing Authority. Applicants may be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to sign all required verification forms for information will cause the denial of the application for the failure to provide necessary certifications and releases as required by the Housing Authority.

E. Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

F. If the Housing Authority determines at or after the interview that additional information or document(s) are needed, the Housing Authority will request the document(s) or information in writing. The family will be given up to seven (7) working days to supply the information.

G. If the information is not supplied in this time period, the Housing Authority will provide the family a written notification of denial for assistance.

H. The Housing Authority management and staff will utilize various methods and practices to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

3.5 APPLICANT SCREENING PROCESS FOR RESIDENT SUITABILITY [24 CFR 960.204, 960.2095]

A. Applicant Screening of Initial Eligibility

The Housing Authority shall rely upon sources of information which may include, but not be limited to, Housing Authority records, personal interviews with the applicant or tenant, information and/or interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department, and home visits for persons who have had negative landlord reference(s) for poor housekeeping habits.

Determination of initial eligibility for the public housing program does not guarantee the acceptance of applicants as residents. Applicant's suitability for admission shall also be evaluated on the basis of the following information and criteria:

1. The applicant's history of meeting all financial obligations, especially the payment of rent. The Housing Authority will complete a rental history check on all applicants. A family will not be admitted to the program if any member of the family has been evicted from housing for serious violations of the lease within the past three (3) years.

2. Applicants who, by definition of the HUD 1996 "Extender Act" have a history of any drug or alcohol abuse or related activity, or criminal activity, whether or not they have been convicted on criminal charges.

3. Provision of evidence that any and all prior criminal activity on the part of any member of the household does not constitute a present danger to other Housing Authority residents or to Housing Authority staff. Criminal history background shall be evaluated on the basis of:

    a) The seriousness of any and all crimes committed.

    b) The number of offenses.

    c) Recommendations from parole officers or other representatives of the criminal justice system.

    d) Certification of completion of rehabilitation program(s).

    e) Court records, police records, physicians' reports, social workers' reports, etc.

    f) Evidence of criminal or malicious activity while a visitor on the Housing Authority's property or as a former member of a resident family of the Housing Authority.

    g) The illegal manufacture, sale, distribution, use, or possession of a controlled substance by any member of the prospective resident household.

    h) Any individual convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") will be permanently denied admission into any public housing unit according to Section 428 of the FY 1999 HUD Appropriations Act, Section 16, Subsection (f).

4. Violent criminal activity also includes any criminal activity that has as one of its elements the use, attempted use, or <u>threatened</u> use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

5. Adult individuals who are registered in the State's lifetime sex offender registrations program, including live-in aides will not be admitted to public housing.

6. Applicants who, by definition of the HUD 1996 "Extender Act", have a history of behavior that would threaten the health, safety or peaceful enjoyment of the premises by other residents.

7. Unfavorable reports of prior landlords indicating the resident's rent payment history, maintenance of property, and the behavior of resident's guests and family members.

8. Reports from Housing Authority staff, based on a home visit to the applicant's current residence. If reports from Housing Authority staff, based on home visit to the prospective resident, show any of the following, the applicant may be deemed unsuitable:

    a) Poor housekeeping habits/failure to maintain the dwelling

    b) Destruction of the dwelling unit caused by the resident

    c) Infestation of the unit caused by resident's failure to clean properly

9. Lack of complete disclosure of family members' income and assets or indications that the applicant is deliberately obstructing efforts to obtain said information may jeopardize the applicant's acceptability for housing, since it is indicative of a pattern which may persist once the person becomes a resident. Such behavior may be interpreted as attempted fraud and may result in the determination that the applicant is unacceptable in a federal program where assets and income determine the rent and eligibility.

10. If the family is determined not suitable for tenancy, they shall be denied admission and removed from Housing Authority waiting list and given written reason(s) for rejection. Those denied admission will be informed in writing of the right to an informal conference.

3.6 INCOME AND ASSETS VERIFICATION

To determine annual income, the Housing Authority counts the income of all family members. Once the annual income is determined, the Housing Authority subtracts all allowable deductions as allowances to determine the TTP (Total Tenant Payment).

All sources of income must be verified third party in writing by individuals' representatives, or from organizations providing such income. In addition, the applicant or participant will be required to sign a Consent for Release of Information form as designed by the Housing Authority to be used in obtaining verifications of any and all sources of income and assets, (including wage or benefit information from the California State Employment Development Department).

The following are examples of income sources:

A. Written statements from employers, the Social Security Administration, pension administrators, TANF, General Relief Assistance, Unemployment benefits, Social Security Disability, State Disability, Worker's Compensation, severance payments, insurance payments, alimony, child support, and regular contributions from family members not residing within the household may be used to verify an applicant's/ tenant's income.

B. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family or spouse, or who is considered a member of the family is counted toward determination of eligibility and continued occupancy. Excluded from such consideration is special pay to a family member of the Armed Forces who is exposed to hostile fire.

C. For self-employed applicants, the provision of income tax records or a summarized book of accounts reflecting the gross and net income from a business or profession must be provided by the applicant. For this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for the depreciation of capital assets shall not be deducted to determine the net income. Such applicants shall also be required to sign the Consent for Release of Information form.

D. Determination of income shall reflect the gross and not the adjusted income after deductions for taxes, Social Security, pension contributions, etc. In addition, wages shall include tips, overtime pay, bonuses, commissions, etc.

E. Documentation shall also be required from the applicant's bank, fund manager, real estate manager, of all assets, of the value thereof and interest thereon, and of the dividends, or other net income derived from such capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property.

F. TANF Income. If the amount of TANF 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 TANF requirements and/or had not committed an act of fraud.

G. If the amount of the TANF assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

3.7 INCOME EXCLUSIONS

A. Annual income does not include casual or sporadic gifts, amounts specifically for or in reimbursement of the cost of medical expenses, or lump sum additions to family assets such as inheritances, insurance payments, or settlements for personal or property losses.

B. Annual income does not include payments received for the care of foster children or foster adults.

C. 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.

D. Income from employment of children (including foster children) under the age of 18.

E. Annual income does not include the income of a live-in aide.

F. Annual income does not include special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

G. Adoption assistance payments in excess of $480 per adopted child.

H. Annual income does not include the full amount of student financial assistance paid directly to the student or the educational institution.

I. Earnings in excess of $480 for each full-time student 18 years or older (excluding the head of household, co-head, and/or spouse).

J. Annual income does not include incremental earnings and benefits from participation in a state or local employment training program. Amounts excluded by the provision must be received under employment training programs with clearly defined goals and objectives and are excluded only during participation in the program.

K. Annual income does not include modest amounts (not exceeding $200 per month) received by a resident as a stipend for performing a service to the Housing Authority on a part-time basis that enhances the quality of life in the development. No resident may receive more than one such stipend during the same period of time.

L. Annual income does not include amounts received by a participant in other public assistance programs that are specifically by reimbursement of out-of-pocket expenses incurred solely to allow participation in a specific program. (e.g. special equipment, clothing, transportation, childcare, etc.)

M. For family members who are enrolled in employment training and supportive services programs which are funded by the Federal, State or local government; are operated or administered by a public agency; and have the objective to assist participants in acquiring employment skills.

N. Income received from these programs are excluded only for the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired after completion of such program. If the family member is terminated from employment with "good cause", the exclusion period shall end.

3.8 EARNED INCOME DISREGARD

A. Qualified Family for Disregard

For qualified families, this excludes earned income of family members who start work or self-sufficiency programs or have increases in employment income. For these families, the increase income is phased in.

A "Qualified Family" is a family:

1. Whose annual income increases as a result of employment of a family member who was unemployed for one or more years prior to employment? Includes a person who has earned in the previous 12 months no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

2. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

3. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within 6 months after receiving temporary assistance for needy families (TANF).

    a) The total amount of TANF received over the six-month period must be at least $500.

    b) For this purpose TANF includes monthly income maintenance plus one-time payments, wage subsidies, transportation assistance or other such benefits and services.

4. HUD's definition of an "economic self-sufficiency program" is any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families.

5. Programs can include: job training, employment counseling, work placement, basic skills training, education, English proficiency, work fairs, financial or household management, apprenticeship, or any other program necessary to ready a person for work (such as substance abuse or mental health treatment).

6. Exclude from annual income of a qualified family any increase in employment income of a family member over prior income of that family member.

7. Begins on the date the family member is first employed or family first experiences an increase in annual income due to employment.

8. During a cumulative 12-month period (may have breaks in earned income)?

3.9 INCOME DEDUCTIONS

The following are HUD allowed deductions from Annual Income:

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

B. **Elderly/Disabled Allowance**: $400 per family for families whose head or spouse is 62 or over or disabled.

C. F**or families with an elderly, disabled, or persons with disabilities**, head of household, co-head, or spouse, there shall be a deduction of any un-reimbursed medical expenses exceeding 3% of the tenant's or applicant's gross Annual Income.

D. **For families, there shall be a deduction for reasonable child care expenses** (other than reimbursed expenses) for children under the age of 13 when such care is necessary to enable the parent(s) to attend school full-time, full-time vocational training or employment. Reasonable expenses are those that do not exceed average child care expenses as determined by the Housing Authority's survey of local child care costs. Foster children are also qualified in the deductions for reasonable child care expenses.

Deductions, as mentioned above, from the gross Annual Income shall result in an Adjusted Annual Income. Such Adjusted Annual Income shall be calculated on a monthly basis and the 30% factor applied, which shall result in the monthly TTP. In instances where a resident is required to pay for utilities (gas, electric, water, garbage or sewer), an adjustment shall be made in the TTP in accordance with the utility allowance schedule. The resulting figure shall be called the Tenant Rent (TR).

3.10 VERIFICATION OF ELIGIBILITY [24 CFR 5.617, 24 CFR 960.206]

A. Methods of Verification and Time Allowed

HUD regulations require that the factors of eligibility be verified by the Housing Authority. Housing Authority staff will obtain written verification from independent sources whenever possible and will document resident files whenever third-party verifications are not possible. The Housing Authority will obtain proper authorization from the family before requesting information from independent sources.

The Housing Authority will verify information through the following methods of verification:

1. **Third-Party Written**—The Housing Authority's first choice is written third party verification to substantiate claims made by and applicant or resident.

2. **Third-Party Oral**—The Housing Authority may also use telephone verifications.

3. **Review of Documents**—The Housing Authority will review documents, when relevant, to substantiate the claim of an applicant or resident.

4. **Notarized Statement**—A notarized statement will be accepted when no other form of verification is available.

Verification of information must be dated within ninety (90) days of certification. The Housing Authority will not delay the processing of an application beyond 15 calendar days because a third-party information provider does not return the verification in a timely manner.

1. Third-Party Written Verification:

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information. Verifications received electronically directly from the source are considered third-party written verifications. Where allowed by HUD, and/or State or local agencies, computer matching will be used.

The Housing Authority will accept verifications delivered by the family as third-party from the following agencies: Social Security Administration, Veterans Administration, TANF Assistance-San Joaquin Human Services Agency, California State Employment Development Department, City or County Courts, pharmacies for prescription drugs and Child Support Services.

2. Third-Party Oral Verification:

Third-party oral verification will be used when written third party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If third-party oral verification is not available, the Housing Authority will compare the information to any documents provided by the family. If provided by telephone, the Housing Authority must originate the call.

3. Review of Documents:

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two weeks, the Housing Authority will note the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information. If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Housing Authority will utilize the third-party verification.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopies, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The Housing Authority will accept the following documents from the family provided that the document is such that tampering would be easily noted: Printed wage stubs, Computer printouts from the employer, Signed letters (provided that the information is notarized or confirmed by phone) or Other documents noted in this Chapter as acceptable verification.

The Housing Authority will accept faxed documents and photocopies.

4. Notarized Statement:

A notarized statement will be accepted when verification cannot be made by third-party verification or review of documents. Self certification means affidavit / certification / statement under penalty of perjury.

B. Items/Documents to be Verified:

The Housing Authority is required to verify documents relating to eligibility, assets, income, and, local admission preferences, deductions from income and compliance with applicant selection criteria. Examples include:

1. <u>Eligibility for admission, such as:</u>

a) Income, assets and asset income [24 CFR 5.609];

b) Family composition [24 CFR 5.403];

c) Social Security numbers [24 CFR 5.216];

d) Citizenship or Eligible Immigration Status [24 CFR 5.508]; and

e) Required Criminal History Review [24 CFR 960,204].

2. <u>Local Preferences, such as:</u>

a) Residency preference;

b) Working preference;

c) Disability preference; and

d) Veteran's preference.

3. <u>Deductions [24 CFR 5.617], such as:</u>

a) Family members (other than head or spouse) under age 18;

b) Age, or disability of family head or spouse;

c) Disability of family members other than head or spouse;

d) Full time student status of family members other than head or spouse;

e) Child care costs;

f) Disability assistance expenses (working families only); and

g) Un-reimbursed medical costs (Elderly and Disabled families only).

4. <u>Standards for Applicant Selection Criteria (24 CFR 960.203), such as:</u>

a) Documented ability to abide by Housing Authority lease requirements;

b) Landlord references;

c) Home visits;

d) Credit checks;

e) Utility history; and

f) Criminal history of all adult family members.

1. Documents Relating to Eligibility for Admission:

a) <u>Income, Assets and Asset Income:</u>

I. Employment Income:

Verification forms request the employer to specify the:

i. Dates of employment
ii. Amount and frequency of pay
iii. Date of the last pay increase
iv. Likelihood of change of employment status and effective date of any know salary increase during the next 12 months
v. Year to date earnings
vi. Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification include, in this order:

i. Employment verification form completed by the employer
ii. Check stubs or earning statements which indicate the employee's gross pay, frequency of pay or year to date earnings
iii. W-2 forms plus income tax return forms
iv. Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program tenants may be requested to sign an authorization for release of information from the Internal Revenue Service (IRS) for further verifications of income. In cases where there are questions about the validity of information provided by the family, the Housing Authority will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

II. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income:

Acceptable methods of verification include, in this order:

i. Benefit verification form completed by agency providing the benefits

ii. Computer report electronically obtained or in hard copy
iii. Award or benefit notification letters prepared and signed by the providing agency
iv. Bank statements for direct deposits.

III. Unemployment Compensation:

Acceptable methods of verification include, in this order:

i. Computer report electronically obtained or in hard copy, stating payment dates and amounts
ii. Verification form completed by the California State Employment Development Department
iii. Payment Stubs

IV. TANF or General Assistance:

Acceptable methods of verification include, in this order:

i. Housing Authority verification form completed by payment provider
ii. Written statement from payment provider indicating the amount of grant / payment, start date of payments, and anticipated changes in payment in the next 12 months
iii. Computer-generated Passport Notice of Action
iv. Computer-generated list of recipients from San Joaquin County Human Services Agency (HSA)

V. Alimony or Child Support Payments:

Acceptable methods of verification include, in this order:

i. Copy of separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules
ii. A notarized letter from the person paying the support
iii. Copy of latest check and/or payment stubs from Court Trustee. Housing Authority must record the date, amount, and number of the check
iv. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.
v. Computer generated payment history from District Attorney's office.

If payments are irregular, the family must provide:

i. A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules
ii. A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement

iii. A notarized affidavit from the family indicating the amount(s) received
iv. A TANF Passport Notice of Action showing amounts received by the agency for child support
v. A written statement from an attorney certifying that a collection or enforcement action has been filed.

VI. Net Income from a Business:

In order to verify the net income from a business, the Housing Authority will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification, in this order, include:

i. IRS Form 1040, including: Schedule C (Small Business); Schedule E (Rental Property Income) and Schedule F (Farm Income). If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

ii. Audited or un-audited financial statement(s) of the business.

iii. Credit report or loan application.

iv. Documents such as manifests, appointment books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.[2]

v. Family's self-certification/notarized statement as to net income realized from the business during previous years.

VII. Child Care Business:

If an applicant/tenant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/tenant is operating a "cash and carry" operation (licensed or not), the Housing Authority will require the applicant/tenant to complete a form for each customer giving: name of person(s) whose child (ren) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

[2] The HACSJ may request the documentation identified, regardless of the verification used.

If child care services were terminated, third-party verification will be sent to the parent whose child was cared for.

The Housing Authority will conduct interim reevaluations every 120 days and require the tenant to provide a log with the information about customers and income.

VIII. Recurring Gifts:

The family must furnish a Notarized Statement which contains the following information: The person who provides the gifts, the value of the gifts, the regularity (dates) of the gifts, and the purpose of the gifts.

b. <u>Family Composition:</u>

I. Family Members Identity:

Birth certificates, marriage licenses, guardianship papers, California Department of Motor Vehicles (DMV) identification cards, California DMV licenses, naturalization papers, U.S. Passport, and U.S. Military discharge (DD 214) shall be photo-copied and placed in the applicant's file in order to verify identity of all adult family members.

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following: Birth certificates, adoption or guardianship papers, custody agreement, San Joaquin County Human Services Agency (HSA) Identification Card, and School Records.

II. Verification of Marital Status:

i. Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

ii. Verification of a separation may be a copy of court-ordered maintenance or other records.

iii. Verification of marriage status is a marriage certificate.

III. Familial Relationships:

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will be required if certification is insufficient:

i. Verification of relationship is:

?? Official identification showing name

?? Birth certificates

?? Baptismal certificates

ii. Verification of guardianship is:

?? Court-ordered assignment

?? Affidavit of parent

?? Verification from a social services agency

?? School records

iii. Evidence of an established family relationship is:

?? Joint bank accounts or other shared financial transactions

?? Leases or other evidence of prior cohabitation

?? Credit reports showing relationship

IV. Split Households—Domestic Violence:

Verification of domestic violence when assessing applicant split households includes:

i. Shelter for battered persons

ii. Police reports

iii. District Attorney's Office

V. Verification of Permanent Absence of Adult Member:

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Housing Authority will consider any of the following as verification:

i. Husband or wife institutes divorce action

ii. Husband or wife institutes legal separation

iii. Order of protection/restraining order obtained by one family member against another

iv. Proof of another home address, such as utility bills, cancelled checks for rent, drivers' license, or lease or rental agreement, if available.

v. Statements from other agencies such as social services that the adult family member is no longer living at that location

vi. If no other proof can be provided, the Housing Authority will accept a Notarized Statement from the family

vii. If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

VI. Verification of Change of Family Composition:

The Housing Authority may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

VII. Verification of Pregnancy:

Verification of pregnancy is required when it is the sole basis for qualifying a family's eligibility. In cases where an immediate determination cannot be made, the Housing Authority may require a physician's certification.

VIII. Verification of Live-in Aide:

Verification of the necessity for a live-in aid must be supported by written certification from a reliable, knowledgeable professional such as a doctor or social worker. Verification must include the hours the care should be provided (full-time or part-time basis). Live-in aide is not treated as a program participant and their income will not be counted for the purpose of determining eligibility. However, a live-in aide is subject to screening for suitability requirements and shall not be considered as remaining family member with residual rights to public housing. Relatives, as well as Live-in Aide, are not automatically excluded. The relative must meet the requirements to qualify and who otherwise would not be living in the unit except to provide necessary supportive services.

c) Social Security Numbers:

The family must disclose the Social Security numbers for all family members six (6) years of age or older and provide verification by presenting the Social Security cards as issued by the Social Security Administration (or other acceptable verifications as determined by the Housing Authority).

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

Persons who have not been issued a social security number must sign a certification that they have never been issued a social security number. The certification shall:

?? State the individual's name and state that the individual has not been issued a social security number;

?? State that the individual will disclose the social security number, when they obtain one at a later date;

?? Be signed and dated.

Persons who discloses their social security number but cannot provide verification must sign a certification and provide verification within sixty (60) days. Elderly persons must provide verification within one hundred twenty (120) days. Failure to comply within the specified time period will result in application denial, removal from the waiting list, tenancy termination or termination from the process.

d) Citizenship or Eligible Immigration Status:

Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization (INS). Each family member must declare their status only once.

I. Citizens or Nationals of the United States is required to sign a declaration under penalty of perjury. The Housing Authority will not require citizens to provide documentation of citizenship.

II. Eligible Immigrants who were participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

III. Non-citizens with Eligible Immigration Status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The Housing Authority verifies the status through the INS SAVE system. If this primary verification fails to verify status, the Housing Authority must request within ten days, that the INS conduct a manual search.

IV. Ineligible Family Members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household, co-head, or spouse.

V. Non-citizen Students on Student Visas are ineligible members even though they are in the country lawfully. They show a student visa but their status will not be verified and they do not sign a declaration but are listed on the statement as ineligible members.

VI. Non-contending Members are individuals who do not contend that they have eligible status. If one or more members of the family elect not to contend that he/she has eligible immigration status and the other members of the family establish their citizenship or

eligible immigration status, the family may be considered for assistance despite the fact that no declaration or documentation of eligible status is submitted for one or more members of the family. The family, however, must identify, in writing, to the Housing Authority the family member(s) who will elect not to contend that he/she has eligible immigration status.

VII. Failure to Provide. If an applicant or participant family member fails to sign a required declaration and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied admission for failure to provide required information. Once verification has been completed, it need not be repeated.

The regulations stipulate that one of the following documents is acceptable unless changes are published in the Federal Register:

??Resident Alien Card (I-55)

??Alien Registration Receipt Card (I-151)

??Arrival-Departure Record (I-94)

??Temporary Resident Card (I-688)

??Employment Authorization Card (I-688B)

??Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

e) Required Criminal History Review:

The Housing Authority will complete a criminal background check of all applicants, including other adult members in the household, or any member for which criminal records are available. See this **Chapter—Section 3.5 on Initial Applicant Screening.**

2. Documents Relating to Local Preferences:

(**Also See Chapter 2—Section 2.3 Waiting List Local Preferences)**

a) Residency preference:

To verify that an applicant is a resident, a minimum of three of the following documents are required:

I. Rent receipts

II. Leases

III. Utility bills

IV. Employer or Agency records

V. School records

VI. Drivers Licenses

VII. Voters registration records

VIII. Credit reports

b) <u>Working preference:</u>

To verify that an applicant is working, at least one of the following is required:

I. Written statement from employers or copies of current check stubs

II. Written statement from current job training programs or trade school

III. State Unemployment verification

IV. Income Tax records

c) <u>Disability preference:</u>

The Housing Authority will require the at least one of the following documents or written verification of each disabled family member from a government agency, social service or medical provider using the HUD language as the verification format:

I. Written documentation from the Social Security Administration

II. Written documentation from the California State Department of Rehabilitation

III. Statement from medical provider or

IV. State Disability card

The disabled family member must be receiving SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 4001(7)).

d) <u>Veterans preference:</u>

The Housing Authority will require U.S. government documents which include that the applicant qualifies as a current member of the U.S. Armed Forces, veteran or surviving spouse of veteran such as:

I. DD-214

II. Discharge papers

III. Current military document showing military status or

IV. Written documentation from the Veteran's Administration

3. <u>Documents Relating to Deductions:</u>

a) <u>Family Members (other than head or spouse) Under Age 18:</u>

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

I. Birth certificates,

II. Adoption or guardianship papers,

III. Custody agreement,

IV. San Joaquin County Human Services Agency (HSA) Identification Card, and

V. School Records.

b) <u>Age, or Disability of Family Head or Spouse:</u>

Documents considered acceptable may be one or more of the following and shall be photo-copied and placed in the applicant's file in order to verify adult family members:

I. Birth certificates,

II. Marriage licenses,

III. California Department of Motor Vehicles (DMV) identification cards,

IV. California DMV licenses,

V. Naturalization papers, or

VI. U.S. Passport

For disability verification, see this **Chapter—Section 3.10 B.2) c) Disability Preference.**

c) <u>Disability of Family members Other Than Head or Spouse:</u>

For disability verification, see this **Chapter—Section 3.10 B.2) c) Disability Preference.**

d) <u>Full time Student Status of Family Members (other than head or spouse):</u>

A written verification is required from the Registrar's office or other school official. School records indicating enrollment for sufficient number of credits equal to full time status to be considered a full-time student by the educational institution.

e) Child Care Costs:

Documents verifying child care expenses, including foster children (other than reimbursed expenses), which enable adult family members to attend school full-time, full-time vocational training, or employment (children cared for must be under 13 years of age), are required to determine the tenant's rent.

f) Disability Assistance Expenses (working families only):

I. Working families who claim expenses to assist a disabled person(s) is required to submit a certification documenting the disability assistance, in all cases, is as follows:

   i. A reliable, knowledgeable professional's certification, and third party verification that the assistance of an attendant is necessary and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

   ii. Family's certification or third party verification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

II. Documentation verifying Attendant care is as follows:

   i. Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

   ii. Certification of family and attendant and/or copies of cancelled checks family used to make payments.

III. Documentation verifying Auxiliary Apparatus is as follows:

   i. Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

   ii. In the cases where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

g) Un-reimbursed Medical Costs (elderly and disabled families only):

Families who claim medical expenses for an elderly or disabled person will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

I. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of:

   i. the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and

   ii. the extent to which those expenses will be reimbursed by insurance or a government agency.

II. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

III. Written confirmation from the Social Security Administration's of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.

4. <u>Documents Relating to Standards for Applicant Selection Criteria:</u>

a) <u>Documented Ability to Abide by Housing Authority Lease Requirements:</u>

Sources to be used to determine suitability include but are not limited to:

I. Criminal History Reports

II. Prior Landlord references (see below), up to the past three (3) years

III. Physicians, social workers, and other health professionals and

IV. Housing Authority and other Public Housing Authority's to whom the family may owe a debt.

Also see this **Chapter—Section 3.5 A. on Applicant Screening Process for Resident Suitability.**

b) <u>Landlord References:</u>

A narration of a landlord's response to the Housing Authority's inquiry concerning an applicant's behavior as a resident, up to the past three (3) years, shall be placed in the applicant's file. Similar information concerning other individuals who will be members of the applicant's household is to be obtained and kept with the applicant's file.

Also see this **Chapter—Section 3.5 A. on Applicant Screening Process for Resident Suitability.**

c) Home Visits:

A pre-admission home visit may be completed to determine the acceptability of the family's housekeeping habits. If a home visit is made, the applicant should be notified 48 hours in advance of the scheduled home visit. [CFR 966.4 (j) 1]

d) Credit Checks:

Applicants will be screened with a credit history check to determine past rent paying ability. Based upon these verifications, the Housing Authority will determine if the applicant was chronically late with rent payments, was evicted at any time for non-payment of rent, or had other legal action initiated against him/her for debts owed. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

A lack of or a derogatory credit history will not disqualify a family, but a poor credit history based on late rent payments or evictions may be grounds for an ineligibility determination. Also see this **Chapter—Section 3.5 A. on Applicant Screening Process for Resident Suitability.**

e) Utility History:

The Housing Authority will check with Pacific Gas & Electric Company (PG&E) to determine whether the applicant family has been current and timely on their payments. Based on this verification, the Housing Authority will determine if the applicant was chronically late, shut-off for non-payment or had other legal action initiated against him/her. Any of these circumstances could be grounds for an ineligibility determination, depending on the amount of control the applicant had over the situation.

f) Criminal History of All Adult Members:

The Housing Authority will complete a criminal background check of all applicants, including other adult members in the household, or any member for which criminal records are available. Also see this **Chapter—Section 3.5 A. on Applicant Screening Process for Resident Suitability.**

3.11 EVALUATION OF INFORMATION

All information assembled with regard to a potential resident is to be reviewed by the Housing Authority staff for completeness and accuracy. Where necessary, a follow-up for information shall be obtained.

After collection and documentation of information, and the review for completeness and accuracy, it must be possible to make all of the following determinations concerning the applicant:

A. Eligibility as a "family".

B. Eligibility of the family with respect to income limits.

C. Eligibility of the family with respect to its suitability as a resident. A suitable resident family is one that, in the estimation of the Housing Authority staff, would not have a detrimental effect on other Housing Authority residents or on the environment of the complex.

D. Eligibility of the family with respect to its having no outstanding balance on the Housing Authority's records, or for any other federally-subsidized housing program.

E. Determination of the appropriate size unit.

F. Determination of the family's Adjusted Income and Total Tenant Payment (TTP).

Also see this **Chapter—Section 3.5 A. on Applicant Screening Process for Resident Suitability.**

3.12 DETERMINATION OF TOTAL TENANT PAYMENT [24 CFR 5.603, 5.609, 5.611]

This section defines the allowable expense and deductions to be subtracted from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 6, Subparts E and F, and further instructions set forth in HUD Notices and Memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The Housing Authority's policies in this section address those areas which allow the Housing Authority discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

In general, the Total Tenant Payment (TTP) of the applicant shall be determined in accordance with the following guidelines and formulas. There may be other special factors impacting on Tenant Rent (TR) calculations, and Housing Authority staff will review pertinent federal regulations and definitions prior to making a final determination.

A. Family Choice:

At admission and each year in preparation for their annual re-certification, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount. Residents can only request the change from flat rents to income-based rents, or vice versa, in a 6 month period, if they can show a hardship.

1. Families who opt for the flat rent, the Housing Authority will conduct a re-certification of the family's composition at least annually, and will conduct a re-certification of the family's income at least once every three years, rather than the annual review they would otherwise undergo. Family is responsible to report income changes within ten (10) days of the occurrence.

2. Families who opt for the flat rent may request to have a re-certification and return to the formula based method at any time for any of the following reasons:

a) The family's income has decreased;

b) The family's circumstances have changed increasing their expenses for child care, medical care, etc.;

c) Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

B. Formula Method:

Families who pay an income–based rent, the Housing Authority will conduct a re-certification of the family income and composition at lease annually and will make appropriate adjustments in the rent after consulting with the family and upon verification of the information. The TTP shall be established based on one of the following calculations, whichever is the highest. The result shall be rounded to the nearest dollar.

1. 30% of Monthly Adjust Income

2. 10% of Monthly Income

3. If the family receives General Relief or any other temporary assistance from San Joaquin Human Services Agency, and a part of the assistance payment is specifically designated by such agency to meet the family's housing cost, that monthly portion shall be determined as the TTP.

4. $50.00 (minimum rent)

The family will pay the greater of the Total Tenant Payment (TTP) or the minimum rent of $50, but never more than the flat rent.

In the case of a family who has qualified for the income exclusion described in this **Chapter—Section 3.7**, upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disregard, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

C. Minimum Rent:

Minimum rent refers to minimum Total Tenant Payment (TTP) and not a minimum Tenant Rent (TR). Families subject to a utility allowance could still be entitled to a utility reimbursement <u>if the utility allowance is greater</u> than the TTP. The amount, if any, by which the utility allowance for a unit exceeds the TTP for the family occupying the unit must be provided a utility reimbursement, either directly to the family or to the utility supplier on the family's behalf each month. Payment of utility reimbursements directly to the utility company involves less bookkeeping for the Housing Authority.

Regardless of whether the family chooses to pay a flat rent or income-based rent, the family must pay at least the minimum rent except as described in 24 CFR 5.630 (b), Financial hardship exemption from minimum rent.

The Housing Authority has set the minimum rent at $50. However, if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State, or local assistance program;

2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;

4. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;

5. When a death has occurred in the family.

No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payments of minimum rent for the time of suspension.

Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with this policy for any rent not paid during the period of suspension. During the suspension period, the Housing Authority will not evict the family for nonpayment of the amount of Tenant Rent (TR) owed for the suspension period.

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.

Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

D. Flat Rent:

The Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. If a flat rent is selected, a utility allowance is NOT deducted.

E. Rent for Families under the Non-Citizen Rule

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

1. Determine the 95th percentile of gross rents (Tenant Rent (TR) plus utility allowance) for the Housing Authority. The 95th percentile is called the maximum rent.

2. Subtract the family's Total Tenant Payment (TTP) from the maximum rent. The resulting number is called the maximum subsidy.

3. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.

4. Subtract the prorated subsidy from the maximum rent to find the prorated Total Tenant Payment (TTP). From this amount, subtract the full utility allowance to obtain the prorated Tenant Rent (TR).

5. Mixed families may also qualify for the Minimum Rent.

F. Proration of Rent "Mixed Families"

Proration of rent must be offered to any "mixed" applicant family seeking admission into public housing. A household is considered a "mixed" family when some family members have eligible immigration or citizen status, while other members do not. The amount of housing assistance, for the purpose of calculating the rent, is based upon the number of family members with eligible immigration status and the Housing Authority's maximum rent (flat rent—must be prorated rent for assistance).

G. Utility Allowance

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent (TR). The Tenant Rent (TR) is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities, except if a flat rent is selected, then a utility is not deducted. Any utility

cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

H. Excess Utility Payments

Residents in units where the Housing Authority pays the utilities may be charged for excess utilities, if additional appliances or equipment are used in the unit. This charge shall be applied as specified in the lease. [24 CFR 966.4(b)(2)]

I. Income Changes Resulting From TANF Program Requirements [24 CFR 5.618, Sec 512]

If the amount of TANF 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 TANF requirements and/or had not committed an act of fraud. The Housing Authority may only deny a reduction in rent after obtaining verification from the San Joaquin County Human Services Agency (HSA).

If the amount of TANF assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

3.13 NOTIFICATION TO APPLICANTS

A. Each Applicant shall be informed in writing concerning his/her income and asset eligibility.

B. For all other criteria which may adversely affect an applicant's eligibility or placement on the waiting list, the applicant shall be notified and either denied (if ineligible) or placed back on the waiting list with the appropriate rank (if eligible).

C. The applicant is to be informed in writing of the reason for a determination of ineligibility. In addition, the applicant shall be informed that he/she has seven (7) working days in which to make a request for an informal conference in order to contest a determination of ineligibility.

D. Upon determination of eligibility for admission to the program, each applicant shall be advised of the expected date of vacancy.

E. If it becomes necessary to defer a decision concerning eligibility, the applicant shall be so advised.

Chapter 4—Dwelling Lease Agreement [24 CFR Part 966]

4.0 INTRODUCTION

This Chapter defines execution of the dwelling lease as a condition of occupancy for public housing. The Housing Authority's dwelling lease must be structured to and in conformance with this Admission and Continued Occupancy Policy, the Lease **(See Appendix IX)** and Grievances Procedures outlined in 24 CFR, Section 966.4 and California State laws.

This chapter describes the Housing Authority's policies pertaining to lease execution, security deposits, other charges and additions to the lease.

4.1 SPECIAL LEASE PROVISION

The initial term of the lease will be for 12 months. The lease will be renewable, contingent on re-certification at the end of the 12-month term, with the following exception:

The Housing Authority will not renew the lease if the family has violated the community service requirement [24 CFR 966.4]. The lease provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and in the **Chapter 5—Section 5.5 Community Service, of this policy.**

4.2 NEW LEASE

Once a family has been determined eligible for admission to public housing, they are ready for occupancy. Housing Authority staff will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family. The family must attend an orientation before taking occupancy of the unit. To ensure accurate communication, any family requiring special accommodations will be provided such services upon request.

A. Orientation Agenda

When families attend the lease orientation, they will be provided a Resident Packet with a copy of each of the following:

1) The Lease

2) The Housing Authority's lease and grievance procedure

3) The Inventory sheet (after Unit walkthrough with Tenant)

4) The Resident Handbook

5) The Zero Tolerance Policy & Resident Agreement

6) The Privacy Act
7) The Lead Based Paint Notice & Certification Form
8) EPA Mold Prevention Tips Flyer
9) The HVAC Handbook
10) Community Service Notice
11) Megan's Law Notice & Agreement
12) Paint & Remodel Policy & Agreement
13) Meter Reading Schedule
14) Emergency After-Hour Service Information
15) Curbside Pick-up Schedule
16) Conservation Tips
17) Resident Council Flyer
18) Safety for Tenants Pamphlet
19) Family Self-Sufficiency (FSS) Flyer (if applicable)

Topics to be discussed will include, but are not limited to:

1) Applicable deposits and other charges
2) Provisions of the Lease
3) Resident Handbook
4) Orientation to the Community
5) Unit Maintenance and Work Orders
6) Explanation of Occupancy
7) Pet Ownership Policy
8) Housing Authority's roles & responsibilities
9) Families roles & responsibilities
10) Orientation acknowledgement signed document form

As part of the Lease Orientation, a Unit walkthrough, with the Tenant, will be conducted. At this time, the Inventory Sheet will be completed and signed by both the Housing Authority and Tenant.

The head of household and co-head of each family shall be required to sign a lease prior to moving into the unit. All pro-rated rent amounts and security deposits shall be paid during initial execution of the lease. A copy of the lease, along with other pertinent documents, is to be provided to the resident family and a copy placed in the Housing Authority's permanent file of the family.

If for any reason a signatory to the lease ceases to be a member of the family, the old lease shall be voided and a new lease executed (provided that the family is still eligible for housing).

If at any time during the life of the lease there are changes in the family status or the Housing Authority wishes to amend the lease, the lease is to be canceled and a new one executed, or changes shall be effected through the use of an amendment and thus made part of the existing lease.

The remaining member of a family is a family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program under the lease. If the remaining member did not sign the lease, the Housing Authority would determine whether it would be willing to enter into a new lease with that person (considering factors such as suitability for tenancy and their ability to uphold a lease).

4.3 RENTAL PAYMENTS & ACCOUNTS

A. Rental Payments & Location:

Rent and other charges can be paid at the resident's site office specified in the Residential Lease.

1. The monthly rental amount shall be due and payable in advance on the first day of each month.

2. A late payment charge of $20 will be assessed after the fifth working day.

3. Housing Authority will accept cash under $20.00.

4. Residents who have submitted a check that is returned for insufficient funds will be charged the appropriate NSF Bank fee and if applicable late fee, for a period of one year shall be required to make all future payments by cashier's check or money order.

5. Charges in addition to rent are due no sooner than two weeks after Resident receives Housing Authority's written notice of the charge.

B. Statement of Payment Policy:

As a courtesy, a statement of account listing the current month's rent and other charges, plus any amounts past due is prepared and mailed to each Resident in time to arrive on or before the first day of each month. The total amount due and payable and the date due are shown on the statement. Since the Resident also receives notices of adjustments to rent and other changes following the date on which the adjustment was determined or the charge was incurred, failure to receive a statement of account does not relieve the Resident of his/her obligation to pay rent and other charges currently due on the first day of each month.

C. Establishment of Payment Due Dates:

Payments for rent and other charges are due payable as follows:

1. **Rent:**

   a) Initial Rent: Initial rent will be prorated for so much of the month as remains on the effective date of the lease and is due and payable at the time the lease is executed.

   b) Monthly Rent: The full monthly rent is due and payable in advance of the first day of each month.

   c) Retroactive Rent: All retroactive rent is due and payable on the first day of the month following receipt of the "Notice of Review Determination".

2. **Other Charges:**

   a) Maintenance and Repair Charges: All maintenance and repair charges are due and payable on the first day of the second month following the month in which the charge is incurred.

   b) Excess Utility Usage Charges: All excess utility usage charges are due and payable on the first day of the second month following the month in which the charges are incurred.

   c) Sales and Services Charges: All charges for resident-purchased items; i.e., trash liners, hoses, sprinklers, etc., or services, labor and material provided by the Authority, for the accommodation of the resident, are due and payable on the first day of the month following the month in which the charges are incurred.

   d) Court Costs and Legal Fees: All court costs and legal fees are due and payable on the day of the month in which the cost or fee is incurred.

D. Determination of Delinquency:

Any amounts for rent and other charges due on the first of the current month will be considered delinquent if the full amount is not paid by the opening of business on the sixth (6th) working day of the month, except as set forth below or in the case of habitual delinquents as set forth in this **Chapter subsection E. Determination of Habitual Delinquency**. Payments received on account will be applied first to the oldest rent or other charge owing in determining status.

An account shall not be considered delinquent if payment of rent or other charges is guaranteed by the San Joaquin County Human Services Agency (HSA) or other community agency, providing written verification of such guarantee is on file. However, the Resident remains responsible for payment of any rent or other charges not included in such guarantee.

An account shall be considered delinquent if, prior to the sixth (6) working days, the Resident has requested and the Housing Services Manager has approved an alternate payment date or approved rent extension request.

E. Determination of Habitual Delinquency:

Resident who has been delinquent in payment three (3) or more times during any consecutive five-month (5) period shall be considered habitual delinquents. A warning letter will be issued and any subsequent late payments within a year's period will be served a 30 day notice to vacate unit.

F. Responsibility for Collections:

The Housing Services Manager is responsible for determining whether an account is delinquent and is responsible and accountable for collection of all amounts of rent and other charges due and payable. The Housing Services Manager may delegate this function; however, such delegation does not relieve the Housing Services Manager of his/her responsibility and accountability for such determinations and collections.

The Housing Services Manager is empowered to determine the appropriate remedy necessary to bring the delinquent accounts to current status. In determining the appropriate remedy, due consideration will be given to the Resident's rent payment history.

G. Action to be Taken following Determination of Delinquency:

The Housing Services Manager will make every possible effort to collect the delinquent amount and improve promptness of payment informally by working directly with the Resident; i.e., personal visits, telephone calls, correspondence, etc., prior to initiating legal action to resolve the rent delinquency. In the event that all possible efforts to collect the delinquent account amounts have been exhausted, the Housing Services Manager shall prepare and serve the Resident a Notice to Pay Rent or Quit and will take the following action:

If the amount owing is paid in full, or a rent extension agreement is approved within the period stated in the Notice, the action may be rescinded, except in the case of habitual delinquency, the action will proceed through recovery of the premises.

H. Extended Payment Agreements:

If good cause is evidenced, the Housing Services Manager may approve payment of current rent and other charges past the current due date or in installments provided that if the Resident fails to pay as agreed, such extension will be revoked and the account will be considered delinquent. Extended payment agreements shall not be granted to allow Residents to pay other creditors.

I. Current Accounts:

Approval to pay current rent and other charges past the current due date or in installments within the current month may be granted for good cause; such as:

1. Emergent family problems involving illness, injury or death of a family member of the Resident's household or other relatives for whom the Resident is legally responsible.

2. Delayed receipt of allotment, public assistance or pension checks, when there is not other income available, providing such delay is through no fault to the Resident.

3. Other unforeseeable circumstances where there is conclusive evidence that an extension is warranted.

J. Delinquent Accounts:

In the event a Resident's account is delinquent and in lieu of termination of tenancy an extended payment agreement is approved, the agreement shall provide for the payment of the current month's rent and other charges currently due PLUS partial payment of the amount past due in amounts sufficient to repay the past due rent and/or other charges within a reasonable time.

K. Retroactive Rent Charges:

An extended payment agreement for retroactive rent may be approved providing the Resident's current month's rent is not delinquent. In such cases, the Resident will be required to pay the current rent and other charges due PLUS a partial payment of the retroactive rent charged as follows:

1. Amounts of $50.00 or less must be repaid within ninety (90) days.

2. Amounts over $50.00 may be repaid over a maximum six-month (6) period, except that when evidence of extreme hardship exists, the repayment may be extended to twelve (12) months.

4.4 SECURITY DEPOSITS

Upon signing a lease agreement and in addition to the monthly rent, a resident shall pay a security deposit as follows:

A. 0-1 Bedroom Units: a minimum Security Deposit of $150 or one month's Total Tenant Payment (TTP) rent, whichever is higher. The Security Deposit is not to exceed $500

B. 2(+) Bedroom Units: a minimum Security Deposit of $300 or one month's Total Tenant Payment (TTP) rent, whichever is higher. The Security Deposit is not to exceed $500.

C. The Security Deposit for elderly residents only, which includes persons with disabilities or disabled families, is a minimum Security Deposit of $75 or one month's Total Tenant Payment (TTP) rent, whichever is higher. The Security Deposit shall not exceed $350.

The Security Deposit shall be applied by management at the time of termination of the Lease toward any rent or other charges owed by the resident in the following order:

1. Rent
2. Late Payment fee
3. Legal fees
4. Resident-caused maintenance repairs

Management agrees to return the Security Deposit within 30 days after Resident moves out, if any, to Resident when he/she vacates, less any deductions for any costs indicated above, so long as the Resident furnishes Management with a forwarding address. Management will give resident a written itemized statement of any such costs for damages and/or charges deducted from the Security Deposit.

The Security Deposit may not be used to pay rent or other charges while resident occupies the dwelling unit. No refund of the Security Deposit will be made until Resident has vacated, and Management has inspected the dwelling unit.

4.5 PET POLICY (Appendix VI, Pet Ownership Policy & Addendum to Lease) [24 CFR 5.390] & POOL POLICY (Appendix X, Pool Policy & Addendum to Lease)

A. Appendix VI defines established rules which govern permitted domesticated pets in and/or on properties owned and operated by the Housing Authority. These rules do not apply to animals that are used to assist the handicapped, nor small caged pets, such as hamsters, turtles, birds, fish, etc. The pet must be pre-approved and registered with the Housing Authority. Upon signing a Pet Ownership Agreement **(See Appendix VI—Addendum to Lease for Pets)** and in addition to the monthly rent, a resident shall pay a pet deposit as follows:

1. Resident shall pay a $200.00 (per pet) on or prior to the date the pet is properly registered with the Housing Authority and brought into their unit, ($100.00 of which is a non-refundable fee) and; $100.00 (per pet) if the resident is elderly ($50.00 of which is a non-refundable fee).
2. Resident's who own a pet and are physically handicapped as defined in Sections 54.1 and 54.2 of the California Revenue and Taxation Code, are not required to pay a pet deposit. All other provisions of the Pet Policy are applicable for keeping a pet on the premises.

The Housing Authority will conduct the move-out inspection after the resident vacates to assess the condition of the unit and determines responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the pet deposit.

B. Pool Policy. See Appendix X—Pool Policy & Addendum to Lease

4.6 TERMINATION OF LEASE

A. Termination By Resident

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

B. Termination by the Housing Authority

The Housing Authority will not renew the lease of any family that is not in compliance with the community service requirement or an approved agreement to cure. **(See Chapter 5—Section 5.5 Community Service)**

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

1. Nonpayment of rent or other charges due under the Lease;

2. A history of chronically late rental payments;

3. Failure to provide timely and accurate information regarding family composition, income circumstances, assets, expenses, or other information related to eligibility or rent at Admission, Interim, Special or Annual Rent Recertification;

4. Failure to allow inspection of the unit;

5. Failure to maintain the unit in a safe, sanitary manner.

6. Failure to abide by applicable building and housing codes materially affecting health and safety;

7. Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;

8. Assignment or subletting of the premises or providing accommodation for boarders or lodgers;

9. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses);

10. Destruction of property, defacement or removal of any part of the premises or failure to cause guest or other members of the household to refrain from such acts;

11. Failure to abide by necessary and reasonable rules made by Housing Authority for the benefit and well being of the Housing Authority staff, site and the tenants;

12. Any criminal activity on the property or drug-related criminal activity on or off the premises. Any individual convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on Housing Authority premises will be immediately and permanently terminated of their tenancy in public housing according to Section 428 of the FY 1999 HUD Appropriations Act, Section 16, Subsection (f). Premises are defined as the building or complex, including common areas and grounds as defined in the HUD Federal Register.

13. Harboring fleeing felon

14. Other good cause.

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

In the event a resident is absent from the dwelling unit for 14 consecutive days, while in default of rent, the resident shall be deemed to have abandoned the unit according to California State law. Any remaining personal property or belongings of resident shall be considered abandoned and may be disposed of by the Housing Authority according to state law.

In the event of the untimely and unexpected death of the resident and there are no other adults in the household, the Housing Authority shall contact the next of kin as designated in the resident file. The Housing Authority will make arrangements with the resident's designated representative regarding the resident's personal property and belongings.

C. Notification Requirements

The Housing Authority's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and his policy. **(See Chapter 7 on Tenant Grievance Procedures)**

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household or sent by first class mail properly addressed to tenant return receipt requested. The

return of the certified mail receipt, whether signed or unsigned, shall be considered to be proof that the resident received proper notification. The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

D. Timing of the Notice

If the Housing Authority terminates the lease, written notice will be given as follows:

1. At least fourteen (14) calendar days prior to termination in the case of failure to pay rent;

2. A reasonable time, according to State law, considering the seriousness of the situation when the health and safety of other residents or Housing Authority employees is threatened;

3. At least thirty (30) days prior to termination in all other cases.

The Housing Authority shall notify the U.S. Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.

4.7 INSPECTION REQUIREMENTS

The Housing Authority and an adult member of the family will inspect the unit prior to moving into the dwelling. A written inventory listing the condition of the unit and furnished equipment will be signed by both parties and a copy provided to the resident.

The Housing Authority will inspect each unit annually to ensure that the unit remains safe, decent, sanitary, and meets local housing quality standards. If deficiencies are noted, which require maintenance, a work order will be issued to correct those deficiencies.

Other inspections may be conducted by the Housing Authority to check on preventative or cycle maintenance items. The Housing Authority's preventative maintenance is covered in greater detail in **Chapter 6.2** of this policy.

Also, at any given time during the year, a special inspection may be scheduled to enable HUD or HUD's designated contractors to inspect a sample of the Housing Authority housing stock.

For the aforementioned inspections, the Housing Authority shall provide the resident with reasonable notice or at least two (2) days notice to the scheduled entry.

Upon proper notice for scheduled entry for the aforementioned special inspections and the resident is not present at the time scheduled, the Housing Authority can enter the unit and leave a written "Notice of Entry" for the resident.

If any Housing Authority employee has reason to believe that an emergency exists within the housing unit, the unit can be entered leaving a written "Notice of Entry" for the resident.

Move-Out Inspections

The Housing Authority conducts the move-out inspection after the resident vacates to assess the condition of the unit and determines responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

Chapter 5—Continued Occupancy & Eligibility—Re-certification

[24 CFR 5.617, CFR 960.209]

5.0 INTRODUCTION

In accordance with HUD requirements, the Housing Authority must conduct a re-examination of the family income and household composition of all families at least annually. The families who choose flat rents are to be recertified at least every three years. The results of the re-examination determine the rent amount the family will pay and whether the family is housed in the appropriate size unit. Re-certifications and interim examinations will be processed in a manner that ensures families are given a minimum of 30 days notice of any rent increases.

It is a HUD requirement that families report all income and household composition changes to the Housing Authority within ten (10) working days of occurrence.

Income limits are not applicable for continued occupancy.

5.1 ANNUAL RE-CERTIFICATION TENANT NOTIFICATION

The Housing Authority will send a notice to the family scheduling an appointment for an annual re-certification at least 120 days in advance of the anniversary date. This will include notification of the intent to re-examine family composition, community service requirement, and incomes of all resident families.

Families on the flat rent will only be required to have a re-certification and return to the formula based method at any time for any of the following reasons:

A. The family's income has decreased;

B. The family's circumstances have changed increasing their expenses for child care, medical care, etc.;

C. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

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

If the family fails to respond to the letter and fails to attend the interview, a second notice will be mailed. The second notice will advise the family of a new date/time for the re-exam interview. In addition, the second notice will further advise the family that failure to attend the scheduled interview will result in eviction proceedings against the family.

5.2 RE-CERTIFICATION

During the interview, the family will provide all information regarding income, assets, expenses, deductions and other information necessary to determine the family's share of rent. The Housing Authority will provide a Lease re-orientation session as part of the recertification interview. The family will sign the Personal Declaration Form and other consent forms that later will be mailed to the sources that will verify the family circumstances. Residents can only request the change from flat rents to income-based rents, or vice versa, in a 6 month period, if they can show a hardship.

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

A. 30% of Monthly Adjusted Income

B. 10% of Monthly Income

C. If the family receives General Relief or any other temporary assistance from San Joaquin County Human Services Agency, and a part of the assistance payment is specifically designated by such agency to meet the family's housing cost, that monthly portion shall be determined as the TTP.

D. $50.00 (minimum rent)

E. Flat Rent

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

The Housing Authority will follow **screening and verification** guidelines described in **Chapter 3—Eligibility for Admission—Tenant Selection Criteria.**

5.3 RENT ADJUSTMENTS

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

If the rent determination is delayed, any rent increase will be effective the first of the month after the month in which the family received a 30-day notice of the amount. If the new rent is a reduction, the rent will be effective as scheduled on the anniversary date.

5.4 INTERIM RE-CERTIFICATIONS

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

Families are required to report the following changes to the Housing Authority between regular re-certifications. If the family's rent is being determined under the formula method, these changes will trigger an interim re-certification. The family shall report the following changes within 10 working days of their occurrence:

A. There is a loss of lessee through death, divorce or continuing circumstances;

B. A member has been added to the family through birth or adoption or court-awarded custody;

C. A household member is leaving or has left the family unit.

In order to add a household member, other than through birth or adoption (including 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. Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member.

Families are not required to, but may at any time, request an interim re-certification based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances.

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

Any rent increase will be effective on the first day of the second month after the month in which the family receives notice of the new amount.

If the new rent is a reduction, the change will be effective on the first day of the month after the rent amount is determined. No retro-rent adjustment will be given for failure to provide all documentation in a timely manner.

5.5 COMMUNITY SERVICE [24 CFR 960.603-960.611, SECTION 512 OF 1998 ACT AMENDING SECTION 12 OF 1937 ACT

In order to be eligible for continued occupancy, each adult family member must either: (1) contribute eight hours per month of community service within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement, or (3) perform eight hours per month of combined activities (community service and economic self-sufficiency program).

A. Exemptions

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

1. Is 62 years of age or older;

2. Has a disability that prevents him/her from being gainfully employed;

3. Is the caretaker of a disabled person;

4. Is working at least 20 hours per week or who meets the requirements for being exempted from having to engage in work activity under the State of California; or

5. Is participating in welfare to work program.

6. "Work activities" defined under Social Security Act, 42 U.S.C. 407(d), which includes:

   a) Unsubsidized employment;

   b) Subsidized private sector employment;

   c) Subsidized public sector employment;

   d) Work experience (including work associated with the refurbishing of public assisted housing) if sufficient private sector employment is not available;

   e) On-the-job training;

   f) Job search and job readiness assistance;

   g) Community service programs;

   h) Vocational educational training (not to exceed 12 months with respect to any individual);

   i) Job skills training directly related to employment;

   j) Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

   k) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and

   l) The provision of child care services to an individual who is participating in a community service program;

   m) Receiving assistance and in compliance with State or TANF requirements.

The Housing Authority shall notify all public housing residents of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. During annual re-certification, exemption status will be re-verified except in the case of an individual who is 62 years of age or older. Residents will be permitted to change exemption status during the year if status changes.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual re-certification.

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. The Housing Authority will ensure that all community service programs are accessible for persons with disabilities and the work performed will not be hazardous, labor that would be performed by the Housing Authority employees responsible for essential maintenance and property service, and work that is not otherwise unacceptable.

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

The family's head of household may voluntarily participate in the Family Self-Sufficiency Program and be current in the steps outlined in the Individual Training and Services Plan.

The Housing Authority will coordinate with social service agencies and local schools in identifying a list of volunteer community services.

B. Non-compliance with Community Service Requirement

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

1. The family adult member(s) determined to be in non-compliance;

2. That the determination is subject to the grievance procedure; and

3. That unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the

resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

If any applicable family members does not accept the terms of the agreement and does not fulfill their obligation to participate in an economic self-sufficiency program, the Housing Authority shall take action to terminate the lease.

C. Annual Determinations

For each public housing resident subject to the requirement of community service, the Housing Authority shall, at least 30 days before the expiration of each lease term, review and determine the compliance of the resident with the community service requirement. Such determination shall be made in accordance with the principles of due process and on a nondiscriminatory basis.
The Housing Authority will verify compliance annually. If qualifying activities are administered by an organization other than the Housing Authority verification will be obtained of family compliance from such third parties. Family members will not be permitted to self-certify that they have complied with community service requirements.

5.6 TRANSFERS

Families may be transferred to another housing unit to avoid overcrowding and assist as many families as possible in available housing units. The Housing Authority will determine that the family may require a transfer to a different size unit as the result of family composition changes (increase or decrease). The Housing Authority will advise the family that their name will be placed on a "transfer waiting list" and be required to move when the appropriate bedroom size unit becomes available. The transfer waiting list will be maintained in rank order by: emergency, medical hardship, unit too large or small, date of approval, and all other reasons.

The Housing Authority may also require a family to transfer to another unit if the unit they are occupying is an accessible unit and is needed by another family with disabilities. The Housing Authority may also require a family to transfer to another unit because the unit has become unsafe or uninhabitable.

Transfer of a resident from one dwelling unit owned by the Housing Authority to another shall be at the sole discretion of the Housing Authority and shall take precedence over admittance of applicants from the waiting list.

A resident may request a transfer to another unit at any time, after a one year minimum residency, by completing a "transfer request form" except those families who select a smaller unit at admissions. The Housing Authority will review the request and may contact the resident to better understand the need for a transfer and explore possible alternatives. After review of the situation, the Housing Authority will either deny or approve the residents transfer request and send a written notice to the family. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the notice will advise the family of their right to an informal conference.

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse. (**See Chapter 3 Section 3.2 F Exceptions to Occupancy Standards)**

Persons with disabilities—accessible units

A. The accessible dwelling shall be first offered to current residents who are in need of the accessible unit and second, to applicant families with disabilities in need of such dwelling.

B. Residents in need of special medical equipment or requiring special accommodations due to medical conditions shall be offered transfers when such units become available.

After admission, a person with disabilities who "recovers" can remain in assisted housing, but is no longer considered a "disabled family", and cannot qualify for deductions allowed family members with disabilities. The Housing Authority may also require a family to transfer to another unit if the unit they are occupying is an accessible unit and is needed by another family with disabilities.

In the event of transfer, the family will provide all information regarding income, assets, expenses, deductions and other information necessary to determine the family's share of rent. The Housing Authority will provide a Lease re-orientation session as part of the transfer interview. The family will sign the Personal Declaration Form and other consent forms that later will be mailed to the sources that will verify the family circumstances. Residents can only request the change from flat rents to income-based rents, or vice versa, in a 6 month period, if they can show a hardship.

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

A. 30% of Monthly Adjusted Income

B. 10% of Monthly Income

C. If the family receives General Relief or any other temporary assistance from San Joaquin County Human Services Agency, and a part of the assistance payment is specifically designated by such agency to meet the family's housing cost, that monthly portion shall be determined as the TTP.

D. $50.00 (minimum rent)

E. Flat Rent

The Housing Authority will follow screening and verification guidelines described in **Chapter 3—Eligibility for Admission—Tenant Selection Criteria.**

The old lease shall be voided and a lease for the new unit shall be signed under the condition that any balance owed on the old unit shall become an obligation under the new lease. The family will be required to pay a new Security deposit upon acceptance of a unit and reflect the current Security

deposit amounts in effect. If the new deposit will create a financial hardship for the family the Housing Authority may enter into a payment agreement with the family. The Security deposits will always be transferred from the losing development to the gaining development minus any damage or cleaning charges applicable to the losing unit. The resident will be billed for any charges that occur as a result of the move out of the unit.

Chapter 6—Maintenance

6.0 INTRODUCTION AND OBJECTIVES

The Housing Authority is responsible for managing the maintenance of the public housing units in the most cost effective manner while maximizing the useful life of the properties and providing the best responsible service to residents.

It is the objective of the Housing Authority to maintain its housing inventory stock and equipment in a decent, safe and sanitary condition. Comprehensive and consistent application of a maintenance program is intended to protect the overall integrity and viability of public housing in the most economical way possible.

All maintenance charges that are deemed chargeable to the resident of unit shall be in accordance with charges for materials and labor as outlined in Appendix 6—Schedule of Maintenance Charges.

6.1 MAINTENANCE PRIORITY SYSTEM

A computerized automated Work Order tracking system will be enacted to track and streamline the prioritizing and completion of work orders for the Housing Authority Property & Facilities Management Department. The work priorities adopted by the Housing Authority exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the Housing Authority are as follows:

A. Emergencies

Requests for maintenance service that involve an immediate threat to life or property, such as gas leaks, broken water pipes, inoperable plumbing and sewer facilities, etc., the Housing Authority will respond to such requests as soon as possible within 24 hours.

If an elderly, disabled person or family with infants is locked out of their unit, the Housing Authority maintenance staff will respond as an emergency call.

B. Routine Maintenance

Requests for services which involve no particular urgency allow the Housing Authority some discretion in scheduling the work order to gain efficiency. Although usually generated by resident request, such work orders may be initiated by the Housing Authority.

C. Resident Routine Request

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventative work first. By

doing so, the Housing Authority will decrease on-demand work and maintain the property in a manner that will keep and attract good residents.

6.2 PREVENTATIVE MAINTENANCE

Preventative maintenance is performing tasks on a systematic routing basis. These tasks are predetermined and scheduled on an annual, semi-annual or quarterly basis, depending upon the priority, manufacturer's specifications and seasonal considerations. The proposed maintenance planned is structured around a calendar year, with assigned tasks strategically scheduled to correspond with normal seasonal requirements. It is imperative that the tasks include all Housing Authority properties to insure consistency. Strict adherence to designated time frames is important to prevent overlap into another task's time period.

There are six (6) major areas that are addressed in the initial preventive maintenance cycle. These items presently dominate routine service requests and include:

A. Wall heaters and forced air furnaces

B. Plumbing and water heaters

C. Electrical

D. Air conditioning

E. Locks and hardware

F. Appliances (stoves and refrigerators)

Each of these major areas has a task list which identifies specific items to be serviced, calibrated or repaired. These areas will be checked off as they are completed for that particular unit.

Information recorded will include complex number, unit number and signature block for Housing Authority personnel. This will ensure accountability for work performed and uniformity of service.

To ensure integrity of the preventative maintenance program, it is routinely monitored by Housing Authority staff. During normal operating hours, the Housing Authority will handle these requests with assigned Housing Authority staff. However, weekends, holidays or after hours, the Housing Authority may either assign staff or require the services of a local vendor to perform the emergency maintenance task.

6.3 PREVENTATIVE PEST CONTROL

This service is to provide treatment for the elimination and control of all the usual types of household vermin and insects, including but not limited to, roaches, beetles, silverfish, ants, crickets, mice and rats in the partitions or woodwork of the Housing Authority properties. Termites and other flying insects that require specialized treatment programs are to be determined by a licenses pest control contractor. This service is to be provided by the Housing Authority trained personnel or by an outside licensed pest control contractor.

Once it has been determined by either the resident or the Housing Authority that a pesticide program should be initiated, an effort should be made to have the adjoining unit scheduled for treatment of the same pest, if the building is a multi-unit dwelling. Once the Housing Authority has scheduled a treatment, the resident should be notified in writing no later than 48 hours prior to scheduled treatment. Each resident is required to sign and receive appropriate written instructions prior to the scheduling of pest control service that stipulates the following:

A. The importance of entry for scheduled work.

B. The preparation of the unit for treatment of pesticides, (the removal of all articles from kitchen and bathroom cabinets, shelving and counters).

C. The clearing of walls, floor and shelving in all closets, bedrooms, bathrooms, kitchen, living room, laundry area and hallways.

D. The covering of all removed items with plastic, (food, utensils, clothing, bedding, personal hygiene items and fish tanks).

E. The removal of all pets.

F. The refrigerator is to be left closed.

G. Entry back into the unit and replacement of removed items may start no sooner than 4 hours of application of pesticides, (unless otherwise stated by a Housing Authority personnel or a pest control contractor).

H. The Housing Authority will notify the tenant of the type of chemical(s) and scheduled services. A copy of the manufacturer's instructions (MSDS) sheet is available at the Housing Authority office.

All grounds and buildings should be inspected a minimum of once a year. If an extraordinary infestation of pests is located and application of pesticide is required, a program should be established for treatment every 16-18 days corresponding with egg hatching cycles (with a minimum of two treatments). All buildings including, offices, maintenance shops, storage areas, laundry areas, community rooms and occupied dwellings are to be included in the inspections.

The pest control service primarily involves crack and crevice treatment of baseboards, closets, cabinets, shelves, medicine cabinets and appliances, and or with a fogging of the general area. The perimeter of the treated unit along with doorways and windows, are to be treated also. Where rodent activity is present, appropriate eradication methods are to be used with regular monitoring of sites.

Housing Authority staff must comply with all state and local regulations, as well as manufacturers instructions (MSDS). The Housing Authority is required to maintain records of pesticides used with a copy of the pesticides used in the file or each Housing Authority employee applying pesticides and location of pesticide application. If a pesticide application is applied in an occupied unit, a copy of pesticides used should be places in the file. For the safety and well-being of Housing Authority employees, a respirator program for pesticide application shall be followed, if applicable.

Chapter 7—Tenant Grievance Procedures

7.0 INTRODUCTION AND OBJECTIVES

The purpose of this grievance procedure is to assure that residents are afforded an opportunity for a hearing if the resident disputes, within a reasonable time, the Housing Authority's action or failure to act involving the resident's lease with the Housing Authority's regulations which adversely affect the individual resident's rights, duties, welfare or status. This grievance procedure is incorporated in the dwelling lease and is part thereof.

7.1 APPLICABILITY

This grievance procedure is applicable to all individual grievances as defined **Section 7.2** between the resident and the Housing Authority, except that this procedure shall not apply to any grievance concerning an eviction or termination of tenancy based upon a resident's creation or maintenance of a threat to the health or safety of other residents or Housing Authority employees.

This grievance procedure shall not be applicable to disputes between residents not involving the Housing Authority or to class grievances, nor is this procedure intended to be a forum for initiating or negotiating policy changes between a group or groups of residents and the Housing Authority Board of Commissioners.

This grievance procedure is not applicable to cases involving termination of tenancy for any person registered as a sex offender or any person involved in any drug related activity, on or off such premises, and for any resident who is involved in any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Housing Authority.

7.2 DEFINITIONS

For the purpose of this procedure, the following definitions are applicable:

A. "Grievance" shall mean any dispute which a resident may have with respect to the Housing Authority's action or failure to act in accordance with the individual residents rights', duties, welfare or status.

B. "Complainant" shall mean any resident whose grievance is presented to the Housing Authority in accordance with **Section 7.4 and 7.5.**

C. "Housing Authority" shall mean the Housing Authority of the County of San Joaquin.

D. "Hearing Officer (s)" shall mean a panel selected in accordance with **Section 7.4** of this procedure to hear grievances and render a decision with respect thereto.

E. "Resident" shall mean any lessee or the remaining head of household of any family member residing in low income public housing accommodations operated by the Housing Authority.

7.3 INFORMAL SETTLEMENT OF GRIEVANCES

Any grievance shall be personally presented either orally or in writing (telephone calls will not be accepted), to the Housing Authority's main office or to the site office of the housing complex in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. The grievance must be presented within five (5) working days of the Housing Authority's act or failure to act, which is the basis of the grievance.

The purpose of the initial discussion is to discuss and to resolve the grievance without the necessity of a formal hearing. A written summary of such discussion shall be prepared within five (5) working days of the meeting, and one copy shall be given to the resident and one shall be retained in the Housing Authority's resident file. The summary shall specify:

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1. The names, addresses and phone number of the participants;
2. Date(s) of the meeting(s);
3. The nature of the proposed disposition of the complaint;
4. The specific reasons therefore; and
5. The procedures by which a formal hearing under **Section 7.5** may be obtained if the complainant is not satisfied with the proposed disposition.

7.4 PROCEDURES TO OBTAIN A HEARING

Request for Hearing. The complainant shall submit a written request for a formal hearing (telephone calls will not be accepted) to the Housing Authority's main office or to the site office of the housing complex in which the complainant resides, within ten (10) working days after receipt of the summary of discussion. The written request shall specify:

A. The reasons for the grievance; and

B. The action or relief sought.

Selection of Hearing Officer. Grievances shall be presented before a hearing officer. A hearing officer shall be selected by the Housing Authority and be an impartial, disinterested person who is not an employee of the Housing Authority.

Failure to Request a Hearing. If the complainant does not request a hearing in accordance with this Section, then the Housing Authority's disposition shall become final. Failure to request a hearing does not constitute a waiver by the complainant of his/her right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

Hearing Prerequisites. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure as a condition precedent to a hearing under this section. However, if the complainant shall show good cause why he/she failed to proceed in accordance with this Section to the hearing officer, the provisions of this subsection may be waived by the hearing officer.

Escrow Deposit. Before a hearing is scheduled in any grievance involving the amount of rent which the Housing Authority claims is due, the complainant shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure. However, the failure to make such payments shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.

Scheduling of Hearing. Upon complainant's compliance with the above paragraphs of this Section, and unless there are extenuating circumstances, a hearing shall be scheduled by the hearing officer for no more than fourteen (14) days after the complaint is received by the hearing officer and for a place reasonably convenient to both the complainant and the Housing Authority. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the complainant and the appropriate Housing Authority official.

7.5 FORMAL GRIEVANCE HEARING PROCEDURES

The hearing shall be held before a hearing officer. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

A. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records, and regulations of Housing Authority that are relevant to the hearing;

B. The Housing Authority shall also have the opportunity to examine and to copy, at the expense of the Housing Authority all documents, records, and statements that the family plans to submit during the hearing to refute Housing Authority's inaction or proposed action. Any documents not so made available to Housing Authority may not be relied upon at the hearing.

C. The right to be represented by counsel or other person chosen as his or her representative;

D. The right to a private hearing unless the complainant requests a public hearing;

E. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority, and confront and cross-examine all witnesses on whose testimony or information the Housing Authority relies; and

F. A decision based solely and exclusively upon the facts presented at the hearing.

G. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the Housing Authority within twenty-four (24) hours, excluding weekends and holidays. The Housing Authority will reschedule the hearing only if the family can show good cause for the failure to appear.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought, and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority's action or failure to act against which the complainant is directed.

The hearing shall be conducted informally by the hearing officer and oral of documentary evidence pertaining to the facts and issues raised by the complaint must be received without regard to judicial proceedings. The hearing officer shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing.

7.6 DECISION OF HEARING OFFICER

The hearing officer shall prepare a written decision, together with the reason therefore, within ten (10) business days after the hearing is concluded. A copy of the decision shall be sent to the complainant and the Housing Authority who shall retain copy of the decision in the resident's folder. The hearing finding shall include:

?? A clear summary of the decision and reasons for the decision;
?? If the decision involves money owed, the amount owed; and
?? The date the decision goes into effect.

A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and make available for inspection by a prospective complainant, his/her representative, or a hearing officer.

The decision of the hearing officer shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority's Board of Commissioners determine within a reasonable timeframe, and promptly notifies the complainant of its determination, that:

A. The grievance does not concern the Housing Authority's action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status.

B. The decision of hearing officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract (ACC) between HUD and the Housing Authority.

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

7.7 HOUSING AUTHORITY EVICTION ACTIONS

If a resident has requested a hearing in accordance with **Section 7.4** on a complaint involving a Housing Authority notice of termination of tenancy, and the Hearing officer upholds the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a state or local court until it has served a notice to vacate to the resident. In no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that, if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court costs and attorney fees.

Chapter 8—Program Integrity [24 CFR 792.101 to 792.204, 982.54]

8.0 INTRODUCTION

The U.S. Department of Housing and Urban Development (HUD) conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to obtain housing that than they are not entitled to under the law. HUD further estimates that 12% of all HUD-assisted families either are totally ineligible or are receiving benefits that exceed their legal entitlement.

The Housing Authority is committed to assuring that the proper level of public housing is provided to all participating families and that housing resources reach only income-eligible families so that program integrity can be maintained.

The Housing Authority will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the Housing Authority's policies for the prevention, detection, and investigation of program abuse and fraud.

8.1 CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the Housing Authority undertake an inquiry or an audit of a resident family arbitrarily. The Housing Authority's expectation is that resident families will comply with HUD requirements and other program rules. The Housing Authority staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the Housing Authority has a responsibility to HUD, the community, and eligible families in need of housing assistance to monitor residents for compliance and indicators/indications of possible abuse come to the Housing Authority’s attention, to investigate such claims.

The Housing Authority will initiate an investigation of a resident family only in the event of one or more of the following circumstances**:**

A. Referrals, Complaints, or Tips. The Housing Authority will follow up on referrals received by mail, by telephone, or in person from other agencies, companies or persons alleging that a family is in noncompliance with or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file**.**

B. Internal File Review. A follow-up will be made if Housing Authority staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control

review) information or facts that conflict with previous file data, the Housing Authority's knowledge of the family, or statements made by the family.

C. Verification of Documentation. A follow-up will be made if the Housing Authority receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or reports from credit bureaus or other agencies).

8.2 STEPS TO PREVENT PROGRAM ABUSE AND FRAUD

The Housing Authority management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and resident families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

A. **Things You Should Know (HUD-1140-OIG**). This program integrity bulletin (created by HUD's inspector general) will be furnished and explained to all applicants to promote understanding of program rules and to clarify the Housing Authority's expectations for cooperation and compliance.

B. **Lease Orientation Session.** Mandatory orientation sessions will be conducted by the Housing Authority staff for all prospective residents, either prior to or upon admission. At the conclusion of all lease orientation sessions, the family representative will be required to sign a lease orientation acknowledgement form to confirm that all rules and pertinent regulations were explained to them. **(See Chapter 4—Dwelling Lease Agreement)**

C. **Lease Re-orientation Session**. The Housing Authority will routinely provide lease re-orientation as a part of every recertification interview in order to clarify any confusion pertaining to public housing rules and lease requirements.

D. **Review and Explanation of Forms**. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

E. **Use of Instructive Signs and Warnings**. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules and to warn about penalties for fraud and abuse.

F. **Family Certification**. All family representatives will be required to sign a Personal Declaration form.

8.3 STEPS TO DETECT PROGRAM ABUSE AND FRAUD

The Housing Authority staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

A. Quality Control File Reviews. Prior to initial certification and at the completion of all subsequent re-certifications, each resident file will be reviewed. At a minimum, such reviews shall examine:

1. Verification of all income and deductions
2. Changes in reported Social Security numbers or dates of birth
3. Authenticity of file documents
4. Ratio between reported income and expenditures
5. Review for consistency of signatures with previously signed file documents
6. For dates and signatures on all documents

B. Observation. The Housing Authority management, occupancy, and maintenance staff will maintain high awareness of circumstances that may indicate abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

C. Public Record Bulletins. These bulletins may be reviewed by management and staff.

D. State Wage Data Record Keepers. Inquiries to state wage and employment record- keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

E. Credit Bureau Inquiries. Credit bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

1. At the time of final eligibility determination
2. When an allegation is received by the Housing Authority wherein unreported income sources are disclosed
3. When a resident's expenditures exceed his/her reported income and no plausible explanation is given

8.4 HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The Housing Authority staff will encourage all resident families to report suspected abuse to Housing Service Manager and/or Housing Compliance Supervisor. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the resident's file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. The Housing Service Manager and/or Housing Compliance

Supervisor will not follow up on allegations that are vague or otherwise nonspecific. They will only review allegations that contain one or more independently verifiable facts.

A. File Review. An internal file review will be conducted to determine whether the subject of the allegation is a resident of the Housing Authority and, if so, whether or not the information reported has been previously disclosed by the family.

The Housing Authority will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

B. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, the Housing Service Manager and/or Housing Compliance Supervisor will initiate an investigation to determine if the allegation is true or false.

8.5 INVESTIGATION OF ALLEGATIONS OF ABUSE AND FRAUD

If the Housing Authority determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file; the Housing Services Manager or Housing Compliance Supervisor will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the Housing Authority will secure the written authorization from the resident for the release of information.

A. Credit Bureau Inquiries. In cases involving previously unreported income sources, a credit bureau inquiry may be made to determine whether the financial activity of a family conflicts with the family's reported income.

B. Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor to determine the source of unreported income.

C. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.

D. Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the Housing Authority's review may be interviewed.

E. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.

F. Public Records. The Housing Authority will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.

G. Interviews with Head of Household or Family Members. The Housing Authority will discuss the allegation (or details thereof) with the head of household or family members by scheduling an appointment at the appropriate Housing Authority office. A high standard of courtesy and professionalism will be maintained by the Housing Authority staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

8.6 PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS

Documents and other evidence obtained by the Housing Authority during the course of an investigation will be considered "work product" and will be kept either in the resident's file or in a separate "work file." Such cases under review will be discussed only among Housing Authority staff that are involved in the process or have information that may assist in the investigation.

8.7 CONCLUSION OF THE INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Housing Services Manager or designee. It will then be determined whether the facts are inconclusive or whether a violation has or has not occurred.

8.8 EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the Housing Authority will review the facts to determine:

A. What type of violation has occurred (procedural noncompliance or fraud)

B. Whether the violation was intentional or unintentional

C. What amount of money (if any) is owed by the family

D. Whether the family is eligible for continued occupancy

8.9 ACTION PROCEDURES FOR DOCUMENTED VIOLATIONS

Once a program violation has been documented, the Housing Authority will propose the most appropriate remedy based upon the type and severity of the violation.

A. Procedural Noncompliance. This category applies when the family "fails to" observe a procedure or requirement of the Housing Authority but does not misrepresent a material fact and there is no financial restitution owed by the family.

Examples of noncompliance violations are:

?? Failure to appear at a prescheduled appointment.

?? Failure to return verification in the time period specified by the Housing Authority.

1. **Warning Letter to the Family**. In such cases a notice containing the following will be sent to the family:

   a) A description of the noncompliance and the procedure, policy, or obligation that was violated

   b) The date by which the violation must be corrected or the procedure complied with

   c) The action that will be taken by the Housing Authority if the procedure or obligation is not complied with by the date specified by the Housing Authority

   d) The consequences of repeated (similar) violations

2. **Procedural Noncompliance - Overpaid Assistance.** When the family owes money to the Housing Authority for failure to report changes in income or assets, the Housing Authority will issue a notice of overpayment of assistance. This notice will contain the following:

   a) A description of the violation, date(s), and source of unreported income

   b) The amount owed to the Housing Authority

   c) Ten (10) working days in which a response must be received

   d) The family's right to disagree and to request an informal hearing along with instructions for requesting such a hearing

Resident Fails to Comply with Housing Authority's Notice. If the Resident fails to comply with the Housing Authority's notice and a family obligation has been violated, the Housing Authority will initiate lease termination. **(See Chapter 4—Section 4.6-Termination of Lease)**

Resident Complies with Housing Authority's Notice. When a family complies with the Housing Authority's notice, the staff person responsible will meet with him/her to explain and discuss the family obligation or program rule that was violated. The staff person will complete a Resident counseling report, give one copy to the family, and retain a copy in the family's file.

B. Intentional Misrepresentations.

When a resident falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an inaccurate tenant total payment (TTP) by the Housing Authority, the Housing Authority will evaluate whether or not:

1. The participant had knowledge that his/her actions were wrong

2. The resident willfully violated the family obligations or the law

3. Knowledge. This will be evaluated by determining whether the resident was made aware of program requirements and prohibitions. The resident's signature on various certifications and the personal declaration are adequate to establish knowledge of wrongdoing.

4. Willful Intent. Any of the following circumstances will be considered adequate to demonstrate willful intent:

   a) An admission by the resident of the misrepresentation

   b) Repetition of the misrepresentation

   c) Use of a false name or Social Security number

   d) Resident admission of the illegal action or omission to others

   e) Resident omission of material facts known to the resident (e.g., employment of the participant or other household member)

   f) Resident falsification, forgery or altering of documents

   g) Resident uttering and certifying to statements at an interim (re)determination that are later independently verified to be false

C. Dispositions of Cases Involving Misrepresentations.

In all cases of misrepresentations involving efforts to recover monies owed, the Housing Authority may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. **Criminal Prosecution.** If the Housing Authority has established criminal intent and the case meets the criteria for prosecution, the Housing Authority will:

   a) Refer the case to the local state or district attorney,

   b) Notify HUD's Regional Inspector General for Investigation (RIGI),

   c) Terminate public housing residency.

2. **Administrative Remedies.** The Housing Authority will:

   a) Terminate public housing residency and demand payment of restitution in full

   b) Terminate public housing residency and execute an administrative repayment agreement in accordance with the Housing Authority's repayment policy—**See Chapter 4 Section 4.3k**

   c) Terminate public housing residency and pursue restitution through civil litigation

d) Continue public housing residency at the correct level upon payment of restitution in full within 30 days

D. The Informal Review for Serious Violations and Misrepresentations. When the Housing Authority has established that a material misrepresentation has occurred, an informal review will be scheduled with the family representative and the Housing Authority staff person who is most knowledgeable about the circumstances of the case.

1. This informal review will take place prior to any proposed action by the Housing Authority. The purpose of such an informal review is to review the information and evidence obtained by the Housing Authority with the resident and to give the resident an opportunity to explain any document findings that conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the Housing Authority. The family will be given five (5) working days to furnish any mitigating evidence.

2. A secondary purpose of the informal review is to assist the Housing Authority in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the Housing Authority will consider:

   a) The duration of the violation

   b) The number of false statements

   c) The family's ability to understand the rules

   d) The family's willingness to cooperate and to accept responsibility for the family's actions

   e) The amount of money involved

   f) The family's history

   g) The presence or absence of criminal intent

Notification to Participant of Proposed Action. The Housing Authority will notify the family of the proposed action no later than five (5) working days after the informal review by certified mail.

Chapter 9—HOMEOWNERSHIP PROGRAM [24 CFR 906]

9.0 INTRODUCTION [24 CFR Part 906]

The Quality Housing and Work Responsibility Act (QHWRA) permits the Housing Authority through Section 32 of the U.S. Housing Act of 1937, to make public housing dwelling units available for purchase by low-income families as their principal residence. Under Section 32, a Housing Authority may (1) sell all or a portion of a public housing development to eligible public or non-public housing residents, or (2) provide Capital Fund assistance to public housing families to purchase homes, and (3) provide Capital Fund assistance to acquire homes that will be sold to low-income families. Section 32 generates an exception, allowing the Public Housing Capital Fund to be used to acquire units for sale that will not be put under public housing ACC contracts. This does not apply to the use of the Capital Fund by the Housing Authority to build or substantially rehabilitate units that are not public housing for sale under Section 32. Although public housing units that are newly constructed or substantially rehabilitated may be sold under Section 32, such construction and rehabilitation by the Housing Authority is not covered under this section, but rather is governed by the public housing development and modernization regulations. The final Section 32 rule replaces the Section 5(h) rule.

9.1 PROGRAM SUMMARY [24 CFR 906.5]

A. Eligible Program Activities. The Housing Authority will implement a Section 32 program and will use their funds to provide the following services:

1. **Subsidy to public housing residents** (using Capital Funds or program income) or other low income families (using only program income) in the forms of (a) down payment or closing cost assistance, (b) subordinate mortgages, and/or (c) below-market financing;

2. **Acquisition of existing homes** (or homes built for the Housing Authority by a third party 24 CFR 906.41(2)) using Capital Funds for the purpose of sale to income-eligible purchasers without adding these units to the Annual Contributions Contract (ACC);

3. **Sale of public housing rental (ACC) units** to income-eligible purchasers; and

4. **Operation of a lease-purchase program**.

B. Key Program Features

1. **Housing Authority must use Davis-Bacon wages for all construction activity.** Except in specific cases of non-routine maintenance, Davis-Bacon prevailing wage rates apply to all construction activities under the program.

2. **Section 32 can be implemented in conjunction with the Section 8(y) program**. The Section 8(y) program is described separately in the Housing Authority Section 8 Administration Plan. See the Housing Choice Voucher (Section 8) homeownership program in the Housing Authority Administrative Plan for details regarding implementation of a voucher homeownership program. 8(y) can only be used in connection with units that are not currently under ACC or that are released from the ACC as a result of the sale of the unit. Lease to purchase programs would not be eligible for 8(y) during the lease phase.

3. **Non-purchasing public housing residents may be displaced**. In selling a public housing unit under a homeownership program, the Housing Authority or Purchase and Resale Entity (PRE) must initially offer the unit to the resident occupying the unit if they meet the eligibility requirements. The current residents of the public housing units have the option of applying to the program in order to purchase their unit, relocating to another comparable unit, or receiving tenant-based assistance. The Housing Authority must provide the resident with notice 90 days prior to the date of the sale of their unit, counseling, relocation expenses, and comparable replacement housing options. The right of first refusal does not extend to residents in nonpublic housing units.

4. **Marketing Strategy**—The homeownership plan permits the purchase of vacant units by persons not currently in public housing, receiving Section 8, or on the existing Housing Authority waiting list, the "S32HOP" must include an affirmative fair housing marketing strategy that reaches out to members of underrepresented groups. **24 CFR 906.39(d) (See Chapter 2.1 Marketing & Outreach)**

9.2 ELIGIBILITY REQUIREMENTS OVERVIEW [24 CFR 906.11 & 906.13]

A. Eligibility Requirements

1. **Eligible purchasers may earn up to, but not exceed 80% of Area Median Family Income (AMI).** Except in the case of a Housing Authority's offer of first refusal to a resident occupying the unit, the Housing Authority must certify that the applicants' income is not over 80% of AMI at the time the contract to purchase the property is executed.

2. **The Housing Authority may sell units to a PRE**. The Housing Authority must demonstrate that the PRE has the necessary legal capacity and practical capability to carry out its responsibilities under the program and sell the units within five years from the date of acquisition; otherwise the PRE must transfer ownership of the units back to the Housing Authority. The Housing Authority's homeownership program also will contain a written agreement and the applicable legal documentation that specifies the respective rights and obligations of the Housing Authority and the PRE.

3. **Affordability standards must be met for the purchaser.** On an average monthly basis, the estimate of the sum of the applicant's payments for mortgage principal and interest, insurance, real estate taxes, utilities, maintenance and other recurring homeownership costs will not exceed the sum of 35% of the applicant's adjusted income and any subsidy that will be available for such payments.

4. **Principal residence requirement**. The dwelling unit sold to an eligible family must be used as the principal residence of the family.

5. **Housing Authority will require purchasers to pay a minimum down payment**. Each household purchasing housing must use its own resources to contribute an amount of the down payment that is not less than one percent of the purchase price of the housing.

6. **Other eligibility restrictions.** The Housing Authority will establish additional limitations for households to purchase housing. Such requirements are to include employment, no past criminal activity, participation in homeownership counseling programs, or other requirements.

B. Recapture and Anti-Speculation Restrictions

1. **Anti-speculation.** The Housing Authority policy provides for retaining all or a portion of the gain from appreciation generated by the resale of the property to the extent that there are net proceeds if the house is sold within five years after purchase. The Housing Authority may not recapture gains from appreciation if the home is resold over five years from the initial purchase. Gains from appreciation is defined as financial gain solely attributable to the home's appreciation over time and not attributable to below-market financing or government-provided assistance (recapture of that subsidy is discussed in recapture below). The anti-speculation provision must be recorded as a deed restriction or a restrictive covenant. The recapture amount can be one that the Housing Authority considers appropriate under the guidelines in this section.
2. **Recapture of subsidy**. The Housing Authority policy is to recapture upon resale government-provided assistance and/or below-market financing made to the purchaser to the extent that there are net proceeds. This includes the Housing Authority down payment, closing cost assistance, subordinate mortgage financing, or below-market financing (i.e., sale the unit for less than appraised value of the home). The Housing Authority may recapture a portion or its entire subsidy provided to the purchaser even for a period of longer than five years.
3. **Resale.** Section 32 regulations do not require the Housing Authority to implement a resale provision limiting resale to low-income buyers.

9.3 GENERAL PROVISIONS

All Housing Authority public housing residents are eligible applicants in the Section 32 Homeownership Option Program ("S32HOP"). Housing Authority public housing units occupied by residents will first offer the unit to the resident occupying the unit. If the public housing resident is not interested in purchasing the unit or are not eligible, are entitled to a 90-day notice, counseling, relocation expenses, and comparable housing. Participants in the Family Self Sufficiency ("FSS") program shall receive a priority for participation in the Section 32 Homeownership Option Program ("S32HOP").

Eligible applicants for the "S32HOP" must:

?? Complete an initial Public Housing lease term (See Appendix IX) of at least one year,
?? Not owe the Housing Authority or any other Housing Authority an outstanding debt
?? Meet the eligibility criteria set forth herein.

A. Family Eligibility Requirements

Participation in the Section 32 Homeownership Option program "S32HOP" is voluntary. Each "S32HOP" participant must meet the general requirements for admission to the Public Housing Program as set forth in this Housing Authority Admissions & Continued Occupancy Plan (ACOP). Such public housing family also must be "eligible" to participate in the home ownership program "S32HOP". The additional eligibility requirements for participation in "S32HOP" include that the family must:

1. Be Income-eligible even though they have owned a home

2. Meet a minimum income requirement without counting income from "welfare assistance" sources with the exception of elderly and disabled households

3. Meet the requisite employment criteria requirements with the exception of elderly and disabled households

4. Have completed an initial lease term of one year in the Housing Authority public housing

5. Have fully repaid any outstanding debt owed to the Housing Authority or any other Housing Authority

6. Have not defaulted on a mortgage securing debt to purchase a home under the home ownership option "S32HOP"

7. Preference for Family Self Sufficiency ("FSS") participants

8. Not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance except for cooperative members who

have acquired cooperative membership shares prior to commencement of "S32HOP" assistance

B. Minimum Income Requirement [24 CFR 906.15 (a)]

Public or non-public housing residents earning up to 80% AMI are eligible to purchase a home. There is an exception to this low-income restriction for current public housing residents offered the right of first refusal. The applicants monthly payments for mortgage, Property taxes and insurance (PITI), maintenance, and other regularly recurring homeownership costs (e.g., condominium fees) may not exceed 35% of the applicants adjusted income as defined in 24 CFR 913 plus any other subsidy used for monthly payments.

C. Employment Requirements

With the exception of disabled and elderly households, each family must demonstrate the following:

- That one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (not less than an average of 30 hours per week)
- Has been continuously employed for one year prior to commencement of homeownership assistance for the family

The Housing Authority Chief Executive Officer may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Chief Executive Officer may also consider successive employment during the one-year period and self-employment in a business.

D. Completion of Initial Lease Term.

Applicants and new participants in the Housing Authority public housing program shall not be eligible for participation in the "S32HOP" until completion of an initial Housing Authority public housing program's one year lease term and the participant's first annual re-certification in the Housing Authority public housing program. Nothing in this provision will preclude families that have completed an initial lease term in another jurisdiction from participating in the "S32HOP".

E. **Repayment of Any Housing Authority Debts**

Participants in the Housing Authority public housing program shall be ineligible for participation in the "S32HOP" in the event any debt or portion of a debt remains owed to Housing Authority or any other Housing Authority. Nothing in this provision will preclude families that have fully repaid such debt(s) from participating in the "S32HOP".

F. **Prior Mortgage Defaults**

The family will be ineligible to participate in the "S32HOP" if an adult member of the family previously defaulted on a mortgage obtained through the "S32HOP".

G. **Preference for Participation in the FSS Program**

Applicants for the home ownership program are not required to participate in the Housing Authority Family Self Sufficiency ("FSS") program in order to participate in the "S32HOP". However, "FSS" participants shall have a preference for participation in the "S32HOP"..

9.4 FAMILY PARTICIPATION REQUIREMENTS

A. Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements:

1. Complete a homeownership counseling program approved by the Housing Authority prior to commencement of homeownership assistance;

2. Locate the home it proposes to purchase within a specified time;

3. Submit a sales agreement containing specific components to the Housing Authority for approval;

4. Allow the Housing Authority to inspect the proposed unit to assure that the unit meets appropriate housing quality standards;

5. Obtain an independent inspection covering major" building systems";

6. Obtain Housing Authority approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and

7. Enter into a written agreement with the Housing Authority to comply with all of its obligations under the Public Housing Program.

1. Homeownership Counseling Program [24 CFR 906.9]

A family's participation in the homeownership program is conditional based on the family attending and successfully completing a homeownership and housing counseling program provided or approved by Housing Authority prior to commencement of homeownership assistance. The home ownership and counseling program will cover the following topics:

- Home maintenance
- Budgeting and money management
- Credit counseling
- Negotiating purchase price

- Securing mortgage financing
- Locating a home
- The advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families

The Housing Authority omitted suggested topics regarding fair housing, RESPA obligations and predatory lending issues. These topics should also be included in the home ownership counseling program. The counseling agency providing the counseling program shall either be approved by HUD or the program shall be consistent with the home ownership counseling provided under HUD's Housing Counseling program. The Housing Authority may require families to participate in a Housing Authority approved home ownership-counseling program on a continuing basis.

2. Locating and Purchasing a Home

Upon approval for the Section 32 Homeownership Option Program, a family shall have 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 the Housing Authority. During an eligible participant's search for a home to purchase, their Public Housing shall continue pursuant to this Admission and Continued Occupancy Plan. If a Public Housing participant family is unable to locate a home within the time approved by the Housing Authority, their Public Housing shall continue pursuant to this Admission and Continued Occupancy Plan.

3. Type of Home

"S32HOP" may be used to purchase the following types of homes within the County of San Joaquin:

?? New or existing single-family home
?? Condominium
?? Planned use development
?? Cooperatives
?? Lofts
?? Live/work units
?? A manufactured home to be situated on a privately owned lot or on a leased pad in a mobile home park.

The home must already exist, or be under construction at the time the Housing Authority determines the family eligible for homeownership assistance (to purchase the unit [24 CFR 906.8]).

4. Purchasing a Home

Once a home is located and a sales agreement approved by the Housing Authority is signed by the family, the family shall have up to 3 months, or such other time as is approved by the Housing Authority's Chief Executive Officer or set forth in the Housing Authority-approved sales agreement, to purchase the home.

5. Failure to Complete Purchase

If a Public Housing participant is unable to purchase the home within the three month period permitted by the Housing Authority, the Housing Authority shall continue the family's participation in the Public Housing Program. The family may not re-apply for the Section 32 Homeownership Option Program until it has completed an additional year of participation in the Public Housing Program following the initial determination of its eligibility for the homeownership option.

6. Sales Agreement

Prior to execution of the offer to purchase or sales agreement, the family must provide the financing terms to the Housing Authority for approval. The sales agreement must:

?? Specify the price and other terms of sale by the seller to the purchaser

?? Provide for a Housing Quality Standards (HQS) inspection by the Housing Authority

?? Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser

?? State that the purchaser is not obligated to purchase unless such inspections are satisfactory to the Housing Authority

?? Provide that the purchaser is not obligated to pay for any necessary repairs without approval by the Housing Authority

?? Provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by the Housing Authority

~~?~~?? Contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation,

To assure the home complies with Housing Quality Standards "HQS" of the "S32HOP", homeownership assistance payments may not commence until the Housing Authority first inspects and passes the home.

7. Independent Initial Inspection Conducted.

The family must select an independent inspector who is qualified to report on property conditions, including major building systems and components. The independent inspection report must be provided to the Housing Authority for approval. The Housing Authority may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards. The Housing Authority will not pay for the independent inspection. The independent inspection report must cover major building systems and components including foundation and structure:

?? Housing interior and exterior
?? Roofing
?? Plumbing
?? Electrical
?? Heating systems

8. Financing Requirements.

The proposed financing terms must be submitted to and approved by the Housing Authority or their designee prior to close of escrow. The Housing Authority will determine the affordability of the family's proposed financing. In making such determination. The Housing Authority or their designee may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses. 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 Housing Authority or their designee. Seller-financing mortgages shall be considered by Housing Authority or their designee on a case-by-case basis. If a mortgage is not FHA-insured, Housing Authority or their designee will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/ FOA, Ginnie Mae, Fannie Mae, Freddie Mac, California Housing Finance Agency (CHFA), USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

9. Compliance With Family Obligations.

The family must execute a "Statement of Homeowner Obligations" and agree, to comply with all family obligations under the Housing Authority Public Housing program and the "S32HOP" policies. These obligations include:

?? Attending ongoing home ownership counseling, if required by the Housing Authority

?? Complying with the mortgage terms;

?? 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. Upon death of a family member who holds title to the home or ownership of cooperative

membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.

?? Not obtaining a present ownership interest in another residence while receiving home ownership assistance;

?? Supplying all required information to the Housing Authority, including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out, refinancing, notice of transfer of any interest in the home and notice of mortgage default.

9.5 TERMINATION OF SECTION 32 HOMEOWNERSHIP OPTION PROGRAM (S32HOP)

A. Grounds for Termination of S32HOP participation:

Failure to Comply with Family Obligations under Public Housing Program or Housing Authority's Homeownership Policies. A family's homeownership assistance may be terminated if the family:

~~?~~? Fails to comply with its obligations under the Housing Authority public housing program. The Housing Authority Section 32 home ownership policies including but not limited to failure to provide the family's household income and home ownership expenses on an annual basis;

?? Defaults on the mortgage. If required, the family must attend and complete ongoing homeownership and housing counseling classes.

?? Fails to comply with the terms of any mortgage incurred to purchase and/or refinance the home.

?? Fails to provide the Housing Authority with written notice of any sale or transfer of any interest in the home or plan to move out of the home. Except as otherwise provided in this section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving homeownership assistance.

?? Fails to provide the Housing Authority any other notices which may be required pursuant to the Housing Authority Section 32 homeownership policies.

B. Occupancy of Home.

Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, the Housing Authority will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the

lender is obligated to reimburse the Housing Authority for home ownership assistance paid for the month the family moves out.

C. Procedure for Termination of Home Ownership Program.

A participant in the "S32HOP" shall be entitled to the same termination notice and informal hearing procedures as set forth in the Housing Authority Admissions & Continued Occupancy Plan (ACOP).

D. Maximum Term of Homeownership Assistance

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

a) 15 years, if the initial mortgage term is 20 years or longer, or

b) 10 years in all other cases.

Families that qualify as elderly at the commencement of homeownership assistance are not subject to a maximum term limitation. If a disabled or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date homeownership assistance commenced; provided, however, that such family shall be eligible for at least 6 additional months of homeownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that homeownership payments are made, or is a spouse of any member of the household who has an ownership interest.

9.6 CONTINUED PARTICIPATION IN PUBLIC HOUSING PROGRAM

A. Default on FHA-Insured Mortgage

If the family defaults on an FHA-insured mortgage, the Housing Authority may permit the family to move to Public Housing, pursuant to this Admissions & Continued Occupancy Plan (ACOP) guidelines, 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.

B. Default on Non-FHA-Insured Mortgage

Families have the option to sell the home and may return to Public Housing assistance, pursuant to this Admission and Continued Occupancy Plan, if at any time the family determines that it is unable to meet its responsibilities as a homeowner. If the family defaults on a mortgage that is not FHA-insured, the Housing Authority may permit the family to move to Public Housing, pursuant to this Admission and Continued Occupancy Plan, if the family demonstrates that it has (a) conveyed title to the home to the lender, to Housing Authority 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 the Housing Authority.

9.7 WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES

The Housing Authority Chief Executive Officer shall have the discretion to waive or modify any provision of the Section 32 Homeownership Option Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives.

Chapter 10—Family Self-Sufficiency Program

10.0 INTRODUCTION

Families eligible for participation in the Family Self-Sufficiency Program (FSS) will include those families that are currently leased under the Public Housing Program. Participation in Family Self-Sufficiency is voluntary and for a maximum of a five (5) year Contract of Participation.

Families whose head of household is elderly, disabled, pregnant or a primary caregiver of children under the age of three will be allowed to participate in Family Self-Sufficiency if they are willing to seek and maintain employment or if there is someone in the household who is at least 18 years of age who can act as the Family Self-Sufficiency designated head of household who is willing to fulfill the requirements by seeking and maintaining employment.

10.1 FAMILY SELECTION

The Housing Authority will select FSS families from the Public Housing Program participants.

A. The Housing Authority will survey Public Housing participants to determine interest in the FSS program at least once. Other program marketing methods include:

1. Soliciting new families at the time they are admitted to the housing program
2. Soliciting families at annual reexamination
3. Conducting additional surveys of participants
4. Posting FSS information on the bulletin board of the Housing Authority office
5. Providing an FSS briefing packet to families upon request or at certification or recertification
6. Including FSS information in other mailings
7. Providing an FSS packet at the front desk for review by families
8. Holding meetings with other agencies and notifying them of the availability of FSS programs for Public housing participants
9. The Housing Authority may pursue additional allowable financial incentives.

B. The Housing Authority will utilize the following selection methodology for FSS participation:

1. The date and time a family expressed interest in participating in FSS

2. If a tiebreaker is needed, the date the family entered the Public housing Program as a participant will be used.

3. After the Housing Authority has tentatively selected families for the targeted and untargeted slots, the Housing Authority will use motivational screening factors to determine which families will actually be selected.

   These factors include:

   a) Mandatory attendance at the Family Self-Sufficiency briefing;

   b) Mandatory attendance at the goals meeting.

   Failure of the family to complete these tasks will result in the family not being selected to participate in the FSS program.

C. The Housing Authority will not use the following motivational screening factors:

1. Educational level
2. Educational or standardized motivational test results
3. Previous job history or job performance
4. Credit rating
5. Marital status
6. Number of children
7. Sensory or manual skills
8. Discriminatory factors

D. Reasonable Accommodation

Any motivational screening tasks must be easily accomplished by the family, based upon the family members' educational levels and any disabilities. Reasonable accommodations will be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities. The Housing Authority may decide that an accommodation is not reasonable if it causes undue financial and/or administrative burdens.

E. Missing Supportive Services

If the Housing Authority determines, after reviewing the Needs Based Assessment with the family, that a missing service is valuable to the family's needs, the Housing Authority will skip those families and offer the FSS slot to the next family for which there are available services.

If a missing service or group of services is consistently needed by applicants, the Housing Authority will try to locate resources to deliver the missing services. The Housing Authority does not have to meet every need of a family if certain resources are not available and the service is not determined key to the family's needs.

If a family was skipped when it normally would have been selected because supportive services were unavailable, the Housing Authority will provide a non-targeted FSS slot selection preference to that family when the missing service becomes available.

10.2 DENIAL OF PARTICIPATION IN FSS

The Housing Authority may refuse to select a family for participation in the FSS program if the family previously participated and did not meet its FSS obligations or was terminated from the FSS program.

The Housing Authority may deny FSS participation to a family if the family owes the Housing Authority (or another HOUSING AUTHORITY) money in connection with the Public Housing program or Section 8.

10.3 PROGRAM COORDINATING COMMITTEE

The Housing Authority will use the collective coordinating body, comprised of representatives from community service providers. At least one FSS participant representative from each Public Housing development will be included on the committee.

10.4 ESTABLISHING INTERIM AND FINAL GOALS

The Housing Authority will work with the participating family members to devise an Individual Training and Service Plan for inclusion into the FSS Contract of Participation. Compliance and performance of these interim and final goals will be measured during progress reviews to be held at least once annually between each participating family member and the Housing Authority.

10.5 ESCROW ACCOUNTS

A. **Earned Income**. If there is earned income received by an adult member of the family an escrow credit worksheet will be completed at every required reporting period for annual and interim reexamination, including reexamination. The Housing Authority will maintain a single depository account for all FSS families. These funds will be invested in one or more of the HUD approved investments.

B. **Combined FSS account funds**. The total of the combined FSS account funds will be supported in the Housing Authority accounting records by a subsidiary ledger showing the escrow balance applicable to each FSS family. Investment interest shall be credited

quarterly to each participating family's FSS account, based on the balance in each escrow account at the end of the period for which the investment interest is prorated.

C. **Non Payment**. If the family has not reimbursed the Housing Authority for special claims, has not paid rent at move-out, or has not reimbursed to the Housing Authority the amount due to unreported income, the balance in the family's FSS account shall be reduced by that amount prior to prorating the interest income. If there is unreported income, the Housing Authority will not credit the family's escrow account with any portion of the back rent.

D. **Advance of the FSS Family Portion.** The Housing Authority will advance to the FSS family a portion of the escrow account prior to completion of the Contract of Participation if the Housing Authority determines that the family has fulfilled certain interim goals and the family needs the funds to complete the contract. The Housing Authority will advance to the FSS family a portion of the escrow account prior to completion of the Contract of Participation if the client requests to be converted to Homeownership payments. Such advance must be utilized to help pay the 3% down payment requirement of the Homeownership Program and/or non-recurring closing costs of the real estate purchase. The Housing Authority will allow the family to withdraw up to 50 % of the family's escrow funds under these conditions when the funds are needed for the completion of higher education or job training in accordance with the Individual Training and Service Plan of the family. The approval of the withdrawal is at the sole discretion of the Housing Authority and a limit of 2 disbursements per seven (7) year period will be allowed for extreme situations.

E. **Leaving the FSS program**. Families that leave the FSS program without completing the contract, violate the contract, or fail to comply with other program requirements will forfeit their portion of the FSS savings account funds. If the family subsequently drops out of the FSS program without meeting its FSS obligations, the family will not owe the Housing Authority the amount of advanced escrow funds unless the advance payment was based on fraud or misinformation by the family.

F. **Death of the Head of Household.** If the head of the family dies and the remaining members of the family choose not to continue participating in the program and the family's Contract of Participation obligations have not been met, the escrow account will be forfeited. If a family with two adults separates, the family member retaining the Public housing will receive the escrow, when applicable, if that family member was listed as head of household. If the family member retaining the Public housing was not listed as head of the FSS family, that family member may designate him or herself to receive the escrow as authorized by the FSS regulations.

10.6 CONTINUED REQUIREMENTS FOR FSS PARTICIPATION

A. The Housing Authority will include the following tasks in the Individual Training and Service Plan as criteria to determine continued participation in the FSS program:

1. Attendance at FSS orientation sessions or pre-selection interviews

2. Completion of tasks, within the ability of the family to complete which indicate the family's willingness to undertake the obligations which may be imposed by the FSS Contract of Participation including:

   a) Contacting job training services

   b) Contacting educational referral services

   c) Seeking and maintaining employment

B. Participating families in Family Self-Sufficiency will be required to attend at least 2 group activities or meetings for group support, group networking, guest speakers and learning opportunities (e.g. parenting skills, budgeting skills, self esteem enhancement etc.) a year. The family head must seek and maintain employment.

C. The Housing Authority will terminate the family from the FSS Contract of Participation if the head does not seek and maintain employment as specified in the FSS Contract.

Seek employment is defined as:

1. Looking for a job
2. Applying for work
3. Registering with the unemployment office
4. Going on job interviews
5. Following up on employment opportunities

D. The Housing Authority may terminate a family's FSS Contract of Participation if the family moved to a new location and was unable to fulfill its FSS obligations after the move.
The Housing Authority will terminate families from the FSS program if the family does not report all income as required. The Housing Authority will not terminate families from the FSS program if the only FSS Contract violation is noncompliance with their lease.

10.7 EXTENSION OF FSS CONTRACT

The Housing Authority may extend the FSS Contract under the following circumstances:

A. Circumstances beyond the family's control such as serious illness, involuntary or loss of job.

B. To allow families to meet the interim goal of remaining off TANF assistance for at least one year before the expiration of the contract.

C. The Housing Authority will grant extensions in three (3) month increments with review and extensions will not exceed two years.

Termination of employment because of nonperformance by the head of the family will not be justification of a contract extension.

10.8 CONTRACT COMPLIANCE

The Family Self-Sufficiency Specialist or other designated Housing Authority representative will be responsible for evaluating the participating family members' compliance with the Family Self-Sufficiency Contract of Participation, including the Individual Training and Service Plan. When it is determined that the individual family members are not complying with any or all of the Contract of Participation, including the Individual Training and Service Plan, the Housing Authority will provide the family with a written letter advising the participate to contact the FSS Specialist within ten (10) working days.

A. A follow-up evaluation will be done in 30 calendar days to determine compliance. If compliance is still not met, the Housing Authority will provide the family with a final written Violation Counseling Report again advising them of measures necessary to correct these actions.

B. A final evaluation will be done in 30 calendar days. If compliance is still not met, the Housing Authority will process the family for termination of the FSS Contract of Participation and notify the coordinating service providers of the family's termination from the Family Self-Sufficiency Program.

10.9 INFORMAL HEARING RIGHTS

Public Housing FSS families are entitled to request an informal hearing for termination of FSS supportive services pursuant to the **Tenant Grievance Procedures outlined in Chapter 7**.

Appendix I—Definition of Terms

Accessible Dwelling Units — When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical 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.

Accessible Facility — All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

Accessible Route — For persons with mobility impairment, continuous, unobstructed paths that comply with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

Adaptability — Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

Adjusted Income — Annual Income less the allowances as defined in 24 CFR 913.102, as defined as the Annual income minus any HUD allowable expenses and deductions.

Admission — Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

Allocation Plan — The plan submitted by the Housing Authority and approved by HUD under which the Housing Authority is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.

Annual Income — Income defined in 24 CFR 913.106m is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits.

Applicant (or Applicant family) — A family that has applied for admission to a program, but is not yet a participant in the program.

Assets — Income from assets has always been counted toward the gross annual income of families applying for public housing. However, now, for those families whose assets exceed $5,000, a comparison must be made between the actual and imputed income from assets. The greater of the two is not added to annual income, and is not only used for the eligibility test, but is

considered with annual income in determining the rent calculation. Therefore, it is important to know what would be counted as an asset and what would not.

Include equity in land, houses, mobile homes, buildings, saving bonds, certificates of deposit, mutual funds, real estate investment trusts, money market funds, stocks, cash, savings accounts, IRA or Keogh accounts, gold or precious metals, business equipment, checking accounts to the degree where they reflect a larger amount than would regularly pass through the account in a month from usual sources of income.

Family assets do not include: furniture, antiques, automobiles, pickup trucks, wheelchairs, or other special equipment for the persons with disabilities, household goods including silver or oriental rugs, appliances, boats, recreational vehicles and campers. Like family composition, both income and assets must be verified.

Auxiliary Aids — Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs **and activities.**

Ceiling Rent — An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

Child — A member of the family, other than the family head or a spouse, who is under 18 years of age.

Child Care Expense — As defined in 24 CFR 913.102, are 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 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, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Citizen — A citizen or national of the United States. Documents must be submitted as evidence of citizenship or eligible immigration status.

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

Contract Rent — Contract rent is the actual monthly rent amount charged the resident after the allowable deductions and the utility allowance.

Covered Person — A resident, any member of the resident's household, a guest or another person under the resident's control.

Dependent — As defined in 24 CFR 913.102, is a member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or person with disabilities, or is a full-time student.

Designated Family — The category of family for whom the Housing Authority elects to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act (24 CFR 945.105)

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

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 —

1. A person who has a disability, as defined in 42 U.S.C. 423, and is determined, under HUD regulations, to have a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

2. A person who has a developmental disability as defined in 42 U.S.C. 6001.

3. An "individual with handicaps", as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

4. Does not exclude persons who have AIDS or conditions arising form AIDS.

5. Does not include a person whose disability is based solely on any drug or alcohol dependence (for low income housing eligibility purposes).

Disallowance — Exclusion from annual income.

Displaced Family — A family in which each member, or who sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster relief laws.

Domicile — The legal residence of the household head or spouse as determined in accordance with State and local law.

Drug-related criminal activity — The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Drug Trafficking — The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell or distribute a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Earned Income Disregard — For qualified families, this excludes earned income of family members who start work or self-sufficiency programs or have increases in employment income. For these families, the increase income is in this ACOP Chapter 3 Section 3.8 for definition Earned Income Disregard qualifying families.

Educational Institution — is defined in Section 351 of the Social Security Handbook as follows:

"A school, college, or university is considered an 'educational institution' under the Act if:

1. It is operated or directly supported by the United States, by a state or local government, or by a political subdivision of the government unit.

2. It has been approved by a state-recognized or nationally-recognized accrediting agency.

3. It is unaccredited, but its credits are accepted on transfer by at lease three accredited institutions on the same basis as if the credits had been transferred from an accredited institution."

Under this definition are included public and private high schools, trade or vocational schools, and colleges and universities which meet the requirements of either a, b, or c above.

Elderly Family — A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly, disabled persons living together or one or more such persons living with one or more live-in aides.

Elderly Person — A person who is at least 62 years old.

Eligible Immigration Status — A non-citizen lawfully admitted to the U.S. either as a permanent or a temporary resident.

Excess Medical Expenses — Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source**.**

Extremely Low-Income Family — A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the

median income for the area if HUD finds that such variations are necessary because of unusually high or low family income.

Family — Includes but is not limited to:

1. 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);

2. An elderly family;

3. A near-elderly family;

4. A disabled family;

5. A displaced family;

6. The remaining member of a resident family;

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

8. Other persons who live regularly as a part of the family group (including members of the family temporarily absent) whose income and resources are available for use in meeting the living expenses of the group may also be considered as part of a family.

Family of Veteran or Serviceperson — A family is a "family of veteran or serviceperson" when:

The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formally the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

Family Self-Sufficiency Program (FSS Program) — The program established by a Housing Authority to promote self-sufficiency of assisted families, including the provision of supportive services.

Family Income — Total Gross Family Income means income before deductions from all sources of the head of household, co-head, or spouse, and each additional member of the family residing in the household who is at least 18 years of age, with the exception of full-time students who are not

employed. Total gross family income shall include that portion of the income of the head of household, co-head, or spouse temporarily absent which, in the determination of the Housing Authority, is (or should be) available to meet the family needs.

Total Gross Family Income includes, but is not limited to, the following:

1. The full amount, before any payroll deduction, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips and bonuses from anyone 18 years of age or older).

2. Net income from operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business.)

3. Interest, dividends and net income of any kind from real or personal property.

4. The full amount received from annuities, periodic payments from insurance policies, retirement income, pensions, period benefits for disability or death, and other similar types of periodic receipts.

5. Payments in lieu of earnings such as unemployment and disability compensation, Social Security benefits, Workers' Compensation and dismissal wages.

6. TANF assistance payments.

7. Periodic and determinable allowances, such as alimony and regular contributions of gifts including amounts received from any persons not residing in the dwelling.

8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) received by a member of the armed forces.

9. Actual income derived from assets valued over $5,000, or a percentage of the value of assets based on the current passbook savings rate as determined by HUD.

Flat Rent — Rent for a public housing dwelling unit that is based on the market rent. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the Housing Authority could lease the public housing unit after preparation for occupancy.

Foster Child Care Payment — Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

Full-Time Student — A person who is attending school or vocational training on a full time basis (Full-time basis is considered full time for day students under the standards and practices of the educational institution attended.)

Gross Rent (Total Tenant Payment) — The rent as determined by the Housing Authority after the proper deductions have been allowed (e.g., 30% of adjusted income).

Guest — A person temporarily stays in the unit with the consent of a resident or other member of the household who has expressed or implied authority to so consent on behalf of the resident.

Handicapped Assistance Expenses — Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members which enable a family member (including the handicapped family member) to work.

Handicapped Person — [Referred to as a Person with a Disability or Disabled Person]. A person having a physical or mental impairment which is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that such ability could be improved by more suitable housing conditions.

Head of household — The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HUD — The Department of Housing and Urban Development or its designee.

Imputed Asset — Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

Imputed Income — HUD passbook rate times the total case value of assets, when assets exceed $5,000.

Imputed Welfare Income — The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income. This amount is included in family annual income and, therefore, reflected in the family rental contribution based on this income.

Income — Includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment (TTP) HUD defines what is to be calculated and what is to be excluded in the federal regulations.

Income-Based Rent — The tenant rent paid to the Housing Authority that is based on family income and the Housing Authority rental policies. The Housing Authority uses a percentage of family income or some other reasonable system to set income-based rents. The Housing Authority has broad flexibility in deciding how to set income-based rent for its tenants. However, the income-based tenant rent plus the Housing Authority's allowance for tenant paid utilities may not exceed the "total tenant payment" as determined by a statutory formula.

Income Deductions — Total Family Income less deductions and allowable exemptions specified below which are anticipated during the 12-month period for which Total Family Income is estimated. Deductions and allowable exemptions include:

1. A deduction for extraordinary medical expenses, defined for this purpose to mean medical expenses in excess of three percent (3%) of the total Family Income, ONLY IF THE FAMILY QUALIFIES AS AN ELDERLY OR DISABLED FAMILY, when such expenses are not compensated for or covered by insurance.

2. A family that has an individual member with disabilities or disabled member (other than the head or spouse, may deduct Persons with disabilities assistance expenses in excess of three percent (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 persons with disabilities or disabled person.

3. A deduction of amounts paid by the family for the care of children, including foster children, is available only for dependents that are under the age of 13, and where such care is necessary to further the education of a family member or for the employment of a family member.

4. An exemption of $480 for each member of the family residing in the household (other than the head or spouse) who is under 18 years of age, or who is a dependent 18 years of age or older and is disabled, persons with disabilities, or a full-time student. No person in the family shall be entitled to more than one exemption.

5. A deduction of $400 for an Elderly or Disabled Family. (See definition of Elderly or Disabled Families).

Income Exclusions — Annual Income does not include the following:

1. Income from employment of children (including foster children) under the age of 18.

2. Payments received for the care of foster children.

3. Temporary, non-recurring, or sporadic income and amounts which are specifically received for, or are a reimbursement of, the cost of illness or medical care.

4. Lump sum additions to family assets such as, but not necessarily limited to, inheritances, insurance payments, including payments under health and accident insurance and Worker's Compensation, capital gains, lottery proceeds, and settlements for personal or property losses.

5. Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran for use in meeting the cost of tuition, fees, books, supplies and transportations to the extent that such amounts are so used. (Any amounts available for subsistence are to be included in Total Family Income.) This exclusion is applicable to all part-time students and full-time students. Income from student loans, regardless of what such income is used for, is excluded in the computation of the Total Family Income.

6. Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

7. The value of the coupon allotments for the purchase of food in excess of the amount actually charged an eligible household pursuant to the Food Stamp Act of 1964.

8. Payments received by participants or volunteers in programs pursuant to the Domestic Volunteer Service Act of 1973, National Volunteers Anti-poverty Programs, Vista, Service Learning Programs, University Year for Action, Special Volunteer Programs, National Older American Volunteer Programs, Retired Senior Volunteer Program, Foster Grandparent Program, Older American Community Service Programs, National Volunteer Programs to Assist Small Business and Promote Volunteer Service by Persons with Business Experience, Service Corps of Retired Executives (SCORE), Active Corps of Executive (ACE).

Income of Live-in Persons — Income of persons who "live in" to provide care for a sick or incapacitated family member shall be included if his or her income is available to the family, and if the person is expected to contribute toward the family's support. In such cases, only that part of their income which is over and above wages paid by the family shall be included. If these wages are deducted by the family as an unusual medical expense, then the entire amount of income of the "live in" caretaker shall be included. In this type of situation, the "live-in" person is entitled to residual rights.

Conversely, if the person is not expected to, and does not, contribute to the family's support; his or her income should not be counted. However, the Head of the Household must then submit a doctor's certificate or such other certification as may be deemed necessary stating that this employment is necessary to the care and well-being of the sick or incapacitated family member, or to enable another family member to seek or obtain employment outside the home. If the family pays out of pocket for the care provided, such payments may be deducted as unusual expenses if family qualifies as an elderly family.

Income Targeting — The HUD admissions requirement that Housing Authority's not admit less that the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

INS — The U.S. Immigration and Naturalization Service or its designee.

Landlord — Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

Lease — A written agreement between an owner and an eligible family for the leasing of a housing unit.

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

1. Is determined to be essential to the care and well-being of the persons;

2. Is not obligated for the support of the persons; and

3. Would not be living in the unit except to provide the necessary supportive services. (Residents as a Live-In Aide are not automatically excluded. The relative must meet the requirements to qualify and who otherwise would not be living in the unit except to provide necessary supportive services.)

Local Preference — A preference used by the Housing Authority to select among applicant families without regard to their date and time of application.

Lower Income Family — A family whose annual income does not exceed 80% of median income as set by HUD's annual income limits for the area.

Market Rent — The rent HUD authorizes the owner of Housing Authority insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Public Housing Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Public Housing Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

Medical Expenses — Those total medical expenses anticipated during the period for which Annual Income is computed, and which are not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.

Military or Naval Services of the United States — Military or Naval Services of the United States means only the Army, Navy, Air Force, Marine Corps, and Coast Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military Naval Services of the United States.

Minimum Rent — Minimum Total Tenant Payment (TTP) and not a minimum Tenant Rent (TR). The Housing Authority has established $50 as a minimum rent amount. A family paying its own utilities would be entitled to a utility allowance deduction <u>only if</u> the Utility Allowance were greater than $50.

Minor — A person less than 18 years of age, except that a family head or spouse shall not be considered a minor. (An unborn child shall not count as a minor.)

Mixed Family — A family whose members include those with and/or without citizenship or eligible immigration status.

Monthly Adjusted Income — One-twelfth of Adjusted Income.

Monthly Income — One-twelfth of Annual Income.

National — A person who owes permanent allegiance to the United States; for example, as a result of birth in a United States territory or possession.

Near-Elderly Family — A family whose head, spouse, or sole member is 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 — The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

Non-citizen — A person who is neither a citizen nor national of the United States.

Non-citizen Student Family — A non-citizen student who is admitted to the U.S. solely for the purpose of attending school. It includes the non-citizen spouse and children (regardless of the citizenship status of the children).

Non-contending Member — Individuals who do not contend that they have eligible status. If one or more members of family elect not to contend that he/she has eligible immigration status and other members of the family establish their citizenship or eligible immigration status, the family may be considered for assistance. The family must identify to the Housing Authority the family member(s) who will elect not to contend that he/she has eligible immigration status.

Occupancy Standards — [Now referred to as Subsidy Standards]—Standards established by a Housing Authority to determine the appropriate number of bedrooms for families of different sizes and compositions.

Participant — A family that has been admitted to the Housing Authority program, and is currently assisted in the program.

Person with Disabilities—See definition for Disabled Person.

Premises — The building or complex in which the dwelling unit is located including common areas and grounds.

Previously Unemployed — Includes a person who has earned, in the twelve months previous to employment no more that would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Pro-rated Assistance — Assistance based upon the number of family members with eligible immigration status (i.e., given 2 families with equal members, a family with more eligible members would receive more assistance than a family with less eligible members.

Public Assistance — TANF or other payments to families or individuals based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

Public Housing Authority or Public Housing Agency (Housing Authority) — A state, county, municipality, or other governmental entity or public body authorized to administer and operate

Public Housing programs. The term "Housing Authority" includes an Indian housing authority (IHA).

Qualified Family — A family residing in public housing whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment; or increased earnings by a family member during participation in any economic self-sufficiency or on the job training program; or new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the Housing Authority in consultation with the local TANF agency and Welfare to Work programs. TANF includes income, benefits and services such as one time payments, wage subsidies and transportation assistance, as long as the total amount over a six (6) month period is at least $500.

Quality Housing and Work Responsibility Act of 1998 (QHWRA) — The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Public Housing assistance programs.

Recertification — Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

Remaining Member of Tenant Family — Person left in assisted housing after other family members have left and become unassisted.

Resident — An individual or a family renting and occupying a public housing dwelling unit.

Residency Preference — A local preference for admission of persons who reside in a specified geographic area.

Residual Member of a Resident Family — An individual remaining in a unit when other member(s) of the family have moved or deceased, unless this individual was an unrelated member of the former, or who was necessary to care for the well-being of an elderly, disabled or persons with disabilities, head of household, co-head, or spouse, and whose income was not counted for eligibility purposes. The remaining member must have been included as a member of the family on the most recent certification. This designation applies more for continued occupancy than for eligibility.

Responsible Entity — For the public housing, Public Housing tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the Housing Authority administering the program under an ACC with HUD. For use in the Non-citizens rule, a person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the Housing Authority).

Security Deposit — A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

Section 214 — Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

Serviceperson — A person in the active military or naval service (including the active reserve) of the United States.

Single Person — A person living alone or intending to live alone who is not disabled, elderly, or displaced, or the remaining member of a tenant family.

Specified Welfare Benefit Reduction — Those reductions of welfare agency benefits (for a covered family) that may not result in a reduction of the family rental contribution. "Specified welfare benefit reduction" means a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse — The marriage partner, either husband or wife, of the head of household. This marriage partner is someone who you need to divorce in order to dissolve the relationship. It does include the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads". "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Subsidized Project — A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which received the benefit in the form of:

1. Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or
2. Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
3. Direct loans pursuant to Section 202 of the Housing Act of 1959; or
4. Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
5. Payments under the Public Housing Assistance Payments Program pursuant to Public Housing of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Housing Authority;
6. A Public Housing Project.

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.

Tenant—(Synonymous with Resident) — The person or persons who executes the lease as lessee of the dwelling unit.

Tenant Rent — The amount payable monthly by the family as rent for the unit to the Housing Authority.

Total Tenant Payment (TTP) — The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Unit/Housing Unit — Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six bedrooms.

Utilities — Utilities are defined as water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

Utility Allowance — The Housing Authority's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

Utility Reimbursement Payment — The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

Very Low Income Family — A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Veteran — A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

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

Waiting List — A list of families organized according to HUD regulations and Housing Authority policy that are waiting for subsidy to become available.

Welfare Assistance — Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments. "Welfare assistance" means income assistance from Federal or State welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs. The definition borrows from the Department of Health and Human Services' TANF definition of

"assistance" and excludes nonrecurring short-term benefits designed to address individual crisis situations. For FSS purposes, the following do not constitute welfare assistance: food stamps; emergency rental and utilities assistance; and SSI, SSDI and Social Security.

Appendix II—Schedule of Income Limits [Effective January 28, 2004]

FAMILY SIZE	EXTREMELY-LOW INCOME (30% OF MEDIAN)	VERY-LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	11,550	19,300	30,850
2	13,200	22,050	35,250
3	14,900	24,800	39,650
4	16,500	27,550	44,100
5	17,850	29,750	47,600
6	19,150	31,950	51,150
7	20,500	34,150	54,650
8	21,800	36,350	58,200
9	23,150	38,550	61,750
10	24,500	40,750	65,250
11	25,800	42,950	68,800
12	27,150	45,200	72,300

Appendix III—Guidelines for Determining Bedroom Size

NUMBER OF BEDROOMS	NUMBER OF PERSONS IN HOUSEHOLD	
	MINIMUM	MAXIMUM
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10

To avoid overcrowding and to assist as many families as possible, available housing units shall be issued in accordance with the occupancy standards set forth as follows:

1) Minimum and maximum standards may be adjusted based on unit design, to make temporary use of available units or to accommodate the medical needs of the family.

2) Dwelling units will be assigned so as not to require the use of the living room for sleeping, except in studio units.

3) Every family member is to be counted as a person in considering the appropriate bedroom size.

4) Families may have foster children or foster adults live with them if it would not result in overcrowding. Foster persons are counted for occupancy standards if they will be in the unit for more than 12 months, but do not qualify for the $480 dependent allowance. Foster children are qualified in the deductions for reasonable child care expenses as long as the other eligibility criteria are met.

5) In the assignment of dwelling units, the Housing Authority will consider and advise the applicant or resident of the following guidelines:

   a) No more than two persons would be required to occupy a bedroom.

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

   c) Children, with the possible exception of infants, would not be required to share a bedroom with persons of different generations, including their parents over 4 years of age.

d) In no event may any single person (who is not 62 years old or older, disabled, persons with disabilities, or the remaining member of resident family) be provided a housing unit with two bedrooms or more.

e) If a single parent is pregnant, the unborn child will be counted as a person in considering the appropriate bedroom size. Third-party verification may be required to be provided by the applicant if the Housing Authority feels it is necessary. No allowance will be given for the unborn child and the income limit for one-person family is used.

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

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

h) Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

i) Single person families shall be allocated one bedroom.

j) The living room will not be used as a bedroom.

See **Chapter 3, Section 3.2 Dwelling Occupancy Standards and Time of Selection**

Appendix IV—Schedule of Utility Allowance [Effective April 1, 2001]

Bedroom Size	New Amount	Old Amount
1	85	68
2	96	78
3	116	95
4	129	108
5	146	128

Appendix V—Schedule of Flat Rents [Effective February 1, 2001]

DEVELOPMENT	1 BR	2BR	3BR	4BR	5BR
Sierra Vista Duplex		$451	$534	$617	$700
Sierra Vista Quad		$451	$534	$617	
Sierra Vista Triplex		$451	$534		
Conway Duplex (24-4)		$451	$534	$617	
Conway Duplex (24-6)		$451			
Tracy Duplex	$368	$451	$534	$617	
Tracy Quad		$408			
Tracy Triplex	$350	$429			
Conway SF			$731	$856	$981
Tracy SF			$682	$788	$927
Thornton			$718	$829	

Appendix VI—Schedule of Maximum Rents [Effective September 10, 2002]

(For Use with Non-Citizen/Mixed Families)

Bedroom Size	Maximum Rent
1	$506
2	$595
3	$744
4	$833
5	$958

Appendix VII—Schedule of Maintenance Charges

In an effort to keep costs in check and to continue to provide necessary services to our tenants, the following are the schedules and charges for Curbside Pickup, Services and Repairs, Items Purchased for Resale, Dwelling Equipment Replacement Costs, and Material Costs for tenant repairs:

A. Curbside Pick-up:

Trash and lawn clippings will be picked up on (Site schedule) only! All trash and lawn clippings must be in bags or boxes and set on the curb by 7:00 a.m., or charges will be made.

Large items should not be placed at the curb. Please call the office to arrange for these items to be picked up. The following are charges that represent the new dumping fees:

Refrigerators	$37.50	Mattresses	$15.00
Hide-a-beds	$25.00	Box Springs	$15.00
Couches	$20.00	Dressers	$15.00
Dryers	$20.00	Love Seats	$15.00
Washing Machines	$20.00	TV's	$25.00
Small Chairs	$15.00	Misc. Items	$12.50
Tires	$ 3.00 (each)	Computer Monitor	$25.00

THE FOLLOWING WILL NOT BE PICKED UP: Paint, oil, insecticides, batteries or hazardous waste. Call 1-800-449-4840 for dates/locations to dispose of these items.

B. Services and Repairs:

Charges will be assessed for services and repairs which are caused beyond normal wear and tear. Other than the standard charges shown, all charges for services and repairs will be based on the actual cost of materials plus labor including overhead, at the rates listed below. All labor will be charged to the nearest 15 minutes, subject to a minimum service charge for work performed, with the exception of fluorescent lights.

1. ALL OTHER CHARGES:

Materials: Based on actual current costs. (A listing is located in the site office)
Labor: Based on the following rates, subject to the minimum service charges listed.

2. DURING REGULAR WORKING HOURS:

Minimum Service Charged: For work performed for the first 30 minutes or less.

Type of Service	Minimum	Charges 45	Min 1 Hour	% Increase
Building Maintenance	$13.25	$19.89	$26.52	6.6%
Grounds/Custodial	$11.03	$16.55	$22.06	6.6%

3. AFTER REGULAR WORK HOURS, SATURDAYS, SUNDAYS, AND HOLIDAYS:

Minimum Service Charge: For work performed for the first hour or less.

Type of Service	Minimum Charge	Each Additional 30 min.	% Increase
Building Maintenance	$53.04	$26.52	6.6%
Grounds/Custodial	$44.12	$22.06	6.6%

ALL CHARGES FOR SERVICE AND REPAIRS WILL BE DUE AND PAYABLE ON THE FIRST DAY OF THE SECOND MONTH FOLLOWING THE MONTH IN WHICH THE CHARGE IS ASSESSED.

C. Items Purchased for Resale:

COST OF TENANTS FOR ITEMS PURCHASED FOR RESALE TO TENANTS (actual cost plus 10% handling charge)

ITEM	PRICE	% INCREASE
Fluorescent Lights	$ 1.00	
Batteries for Smoke Alarms	$ 1.98	

D. Dwelling Equipment Replacement Costs:

Charges to residents for dwelling equipment replaced due to loss through theft, damage or causes other than normal wear and tear shall be made on the following basis:

Age of the Dwelling Equipment:

DESCRIPTION	1-2 YEARS	3-5 YEARS	6-10 YEARS	OVER 10 YEARS
Appliances	Full Cost	80%	50%	$35.00

E. Materials Cost for Tenant Repairs:

ITEM	PRICE
Angle Stop Chrome	$ 3.92
Ball Glass only—4” opal	$ 4.69
Ballast—Kitchen	$ 15.28
Batteries—9 volt	$ 1.98
Bedroom—Glass only	$ 5.65
Bolt Latch	$ 3.49
Cabinet Cutting Boards 13x24	$ 24.25
Cabinet Drawer Knobs—1/12” Chrome	$ .99
Cabinet Drawer Pull—4” Chrome	$ 1.30
Cabinet Drawer Slide & Rollers/Set	$ 5.30
Cabinet Hinges—3/8” Insert	$ 2.94
Cabinet Hinges—Flush	$ 2.99
Cabinet Roller Catch	$ .85
Cabinet-End Cap—R.L/pr.	$ 11.21
Ceiling Light Fixture-Bathroom-Round	$ 21.25
Closet Bolt & Washers—1/4” x 2 x 1/2”	$ 1.77
Closet Door Pull—2 1/8”/Set	$ 2.15
Closet Door Rollers	$ .96
Closet Floor Guides	$ 1.66
Closet Pole Round (Hardwood)/Ft.	$ 1.05
Closet Pole Sockets	$ 1.09
Closet Support Shelf	$ 2.66
Closet Towel Bar—5/8” Sq. x 18”	$ 1.48
Closet Tracks	$ 5.43
Curtain Rod—28 x 48 x 4 ½	$ 2.96*
Curtain Rod—48 x 86 x 2 ½	$ 3.25*
Curtain Rod—48 x 86 x 4 ½	$ 3.94*
Door—Bedroom H/C	$ 40.10**
Door—Closet H/C	$ 39.10
Door—Security 32” R/L/H.C.	$134.68
Door—Security 36” R/L/H.C.	$134.68
Door Casing (2-1/2”)	$ 5.95
Door Chain—Protection	$ 3.05
Door Entry—Wood 32”	$ 66.60
Door Jam Trim—Door Sweep	$ 14.00
Door Panel—Wood 35”	$ 68.84
Door Stop—Floor	$ 4.55
Door Stop	$ .95
Door—Patio 30”	$ 47.52
Double Switch	$ 5.25
Drip Cap	$ 7.85
Duplex Receptacle	$ 3.00
Faucet Flex Lines 24”	$ 2.91
Faucet Flex Lines 30”	$ 3.92
Fire Extinguisher	$ 26.12
Fluorescent Light—Bathroom	$ 2.52*
Fluorescent Tubes—34 Watt-48”—Kitchen	$ 1.79*
G.F.C.I. Ground Fault	$ 12.75
Globe Light Kit	$ 9.75
Hallway Threaded Glass—Opal	$ 6.94
House Number (Big)	$ 2.10
Kitchen Countertop/Linear Ft.	$ 13.50
Light Bulbs—60 watt	$ 1.00*
Light Switch	$ 1.88
Lock—Windows & Thumbscrew w/Bolts	$ 2.50
Locks—Deadbolt Catch	$ 5.26
Locks-Deadbolt	$ 17.38**

ITEM	PRICE
Locks—Entry	$ 20.90
Locks—Passage	$ 9.30
Locks—Privacy	$ 10.55
Medicine Cabinet	$ 31.50
Mirror Glass 16x20	$ 14.16
Peep Hole Viewer	$ 8.05
Plastic Rollers	$ .29
Plastic Shelter	$ 4.20
Plexi-Glass—Kitchen—2x4	$ 13.75
Porch Halogen Bulb	$ 12.00*
Porch Light Fixture	$ 9.10
Porch Light—Glass only	$ 5.18
P-trap—PVC White	$ 1.69
Receptacle Cover-Outdoor-Duplex	$ 3.20
Rubber Flapper-Fit all	$ 2.89
Safety Grab Bar 16”	$ 19.90
Screen Door Closer	$ 5.99
Screen Materials/Sq. Ft.	$ 3.29
Shower Curtain—Vinyl—Wax Seal	$ 15.89
Shower Curtain Rings/Package	$ .91
Shower Head	$ 6.90
Shower Rod—60”	$ 3.71
Shower Rod Ends	$ 2.49
Smoke Alarm/Battery (Plus $13.25 min.)	$ 6.30**
Smoke Alarm/Wired	$ 7.13
Strainer Assembly Kit	$ 9.82
Strainer Basket Kit Only	$ 2.34
Strikes Plate	$ 2.95
Switch Receptacle	$ 6.85
Tank Lever	$ 2.17
Tank to Bowl Bolt	$ 4.58
Telephone Wall Jack Kit	$ 2.49
Thresholds	$ 13.00
Toilet Ball Cock	$ 15.81
Toilet Flex Lines—9”	$ 2.85
Toilet Roller Set/Chrome	$ 4.25
Toilet Seal—Wax	$ 1.79
Toilet Set Elbows/Seat flongs	$ 12.84
Toilet Tank Lids	$ 26.38
Towel Bar Ends 5/8” or ¾” Set	$ 4.18
Thermostat—Heat/Cool Wall (Plus $13.25 min.)	$ 21.68**
Wall Fixture—Bathroom 14”	$ 15.79
Wall Fixture—Hallway 7”	$ 10.50
Wall Glass Only—7 “	$ 15.28
Wall Glass Only—14”	$ 8.18
Wall Plate	$ .29
Wall Protector—3 ¼”	$ 1.78
Wall Protector—5 ½”	$ 1.98
Weather Stripping/Set	$ 10.44
Window—Sliding Latch (1 lock)	$ 3.91
Window—Drape—5 ‘	$ 50.87
Window Glass/Sq. Ft.	$ 3.25
Window Screen/Labor/hr.	$ 11.65
Window Shade—37—1/4” x 6’	$ 7.21
Window Shade—46—1/4” x 6’	$ 8.68
Window Shade—55—1/4” x 6’	$ 9.87
Window Shade—73—1/4” x 6’	$ 17.06

***Indicates Price Change **Plus Labor** **Effective February 1, 2002**

Appendix VIII—Pet Ownership Policy [24 CFR 5.390]

The following rules are established to govern the keeping of a pet in or on properties owned and operated by the Housing Authority. In accordance with Federal regulations, these rules do not apply to animals that are used to assist the handicapped, nor small caged pets, such as, hamsters, turtles, birds, fish, etc. Permitted pets are domesticated dogs and cats only.

The pet must be pre-approved and registered with the Housing Authority. Residents must receive written permission to keep the pet on or about the premises. Visiting pets are not allowed. A picture of the pet will be kept in resident's file for proper identification. This privilege may be revoked at any time subject to the Housing Authority grievance procedure, if the pet becomes destructive or a nuisance to others, or if the resident/owner fails to comply with any one of the following:

1. Limit one (1) pet of either type per household (subject to the reasonable requirements set forth in the Pet Ownership Policy Addendum to the rental agreement).

2. The only permitted pet is a domesticated dog or cat, no livestock are permitted. The following breeds of dogs are prohibited: pit bulls, miniature Dobermans, bulldogs and Rottweilers. The pet shall be limited to a small breed, weighing less than 20 pounds at adulthood. The only exception to this rule is a service animal, as defined in Senate Bill No. 2046 that is utilized by a physically handicapped resident.

3. Dogs are to be licensed yearly with the proper authorities. A pet license should be visible at all times. Dogs and cats are to be vaccinated yearly for distemper and dogs must have a rabies booster. Proof of current licensing and vaccination shall be provided by resident on a yearly basis during resident's Re-examination for Eligibility of Continued Occupancy.

4. All cats and dogs are to be spayed or neutered before they reach six (6) months of age. If a female pet is not spayed and has offspring, resident will be in violation of this rule.

5. No pet may be kept in violation of humane or health laws.

6. A dog must be on a leash attended by the resident if outside the resident's unit. A cat must be kept indoors, unless being transported in a secured carrier. Cats and dogs are required to wear collars with identification of the owner at all times.

7. A cat is to use a litter box kept inside the resident's unit. Resident is not allowed to let waste accumulate. Waste is to be places in a plastic bag, closed and disposed of properly.

8. Residents are responsible for promptly cleaning up their pet's droppings, and properly disposing of said droppings. Residents are also responsible for maintaining small caged animals, as referenced in the first paragraph, in a clean and sanitary environment.

9. Resident shall take adequate precautions to eliminate any pet odors within or around unit and maintain unit in a sanitary condition at all time.

10. Pets are to be kept flea, tick and lice free at all times. Residents will be responsible for flea and tick eradication in the event of infestation.

11. Resident shall not permit any disturbance by their pet which would interfere with the quiet enjoyment of other residents; whether by loud barking, howling, biting, scratching, chirping, or other such activities.

12. If a pet is left unattended for twenty-four (24) hours or more, the Housing Authority may enter the dwelling to remove the pet and transfer it to the proper authorities subject to the provisions of Section 1954 of the California Civil Code or Penal Code Section 597. The Housing Authority accepts no responsibility for the pet under such circumstances.

13. Residents shall not alter their unit, patio, or unit area to create an enclosure for an animal. No pet shelters shall be permitted outside the dwelling.

14. Resident is responsible for all damages caused by their pet.

15. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of the Housing Authority.

16. Housing Authority Pet sign must be displayed at dwelling as to notify Housing Authority staff before entry.

17. Resident shall pay a $200.00 (per pet) on or prior to the date the pet is properly registered with the Housing Authority and brought into their unit, ($100.00 of which is a non-refundable fee) and; $100.00 (per pet) if the resident is elderly ($50.00 of which is a non-refundable fee).

NOTE: Resident's who own a pet and are physically handicapped as defined in Sections 54.1 and 54.2 of the California Revenue and Taxation Code, are not required to pay a pet deposit. All other provisions of the Pet Policy are applicable for keeping a pet on the premises.

18. Residents who violate these rules are subject to: (a) being required to remove the pet from the dwelling within thirty (30) days of notice by the Housing Authority; and/or (b) eviction.

I have read and understand the above regulations regarding pets and agree to conform to same.

_____ _____

Printed Resident Name Date

_____

Resident Signature

PET OWNERSHIP AGREEMENT
(Please complete a form for each pet)
ADDENDUM TO LEASE FOR PETS

This Addendum to Lease constitutes part of the Resident Dwelling Lease Agreement dated as of _____, between the Housing Authority of the County of San Joaquin, [as MANAGEMENT], and _____, [as RESIDENT(s)], residing at _____. The terms of the Addendum are incorporated in the Lease for all purposes. All capitalized terms not otherwise defined in this Addendum are defined by the terms of the Lease.

By my/our signature below, I/we hereby agree to abide by the attached "Pet Ownership Policy", to keep only pet(s) permitted by the Housing Authority and described below in my/our dwelling unit. I/We will hold the Housing Authority harmless in the event of any claim for liability that may arise from my/our keeping such pet(s).

Pet Owner's Name: _____

Pet Owner's Address: _____

Home Phone Number: _____ Work Phone Number: _____

Pet's Name: _____

Type or Breed: _____

Spayed or Neutered: _____

License or ID Number: _____

Veterinarian Utilized: _____

Address: _____ Phone Number: _____

Emergency Caregiver for the Pet: _____

Address: _____ Phone Number: _____

I have read and understand the rules governing pet ownership in the Housing Authority owned developments. I and all members of my household will fully comply.

Signature of Pet Owner: _____ Date: _____

Printed Name of Pet Owner: _____

Approved by: _____ Date: _____

Please attach the following to this form:

1) Picture of the Pet
2) Rabies Certification
3) Certification of Weight (now & approximate weight when full grown)

Appendix IX—Resident Dwelling Lease Agreement

NAME OF RESIDENT(S)	NO. PERSONS	BEDROOMS
ADDRESS	EFFECTIVE DATE	MONTHLY RENT

The HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN (hereinafter "MANAGEMENT"), relying upon the written statements made in the RESIDENT'S application for housing which is hereby incorporated in and made a part of this lease, does hereby lease to

_____

(hereinafter "RESIDENT")

The address as generally described above (hereinafter the "dwelling unit"), under terms and conditions stated below:

1. **TERMS OF LEASE:** This lease shall be for a period of twelve months.

2. **RENEWAL OF LEASE: AUTOMATIC RENEWAL OF LEASE AND MONTHLY RENT: THIS LEASE SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TERMS OF TWELVE MONTHS, AT THE RENTAL OF ____$_____ PER MONTH, OR AT SUCH RENTAL AS MAY HEREAFTER BE ESTABLISHED IN ACCORDANCE WITH PARAGRAPH 8 PAGE 2 OF THIS LEASE. AS A FURTHER CONDITION TO RENEWAL OF LEASE, RESIDENT MUST COMPLY WITH THE COMMUNITY SERVICE REQUIREMENTS AS MORE FULLY DESCRIBED HEREIN.** THERE IS AN EXCEPTION TO THE AUTOMATIC RENEWAL OF THE LEASE FOR NONCOMPLIANCE WITH COMMUNITY SERVICE MONTHLY REQUIREMENTS**. RENT IS PAYABLE IN ADVANCE ON THE FIRST DAY OF EACH CALENDAR MONTH UNLESS TERMINATED BY EITHER PARTY AS HEREIN PROVIDED.**

3. **MEMBERS OF HOUSEHOLD:** This agreement is between RESIDENT(S) and MANAGEMENT. Occupancy under this lease is limited to the RESIDENT(S) named above and the following members of the household:

4. **RENTAL PAYMENTS:**
   a. The monthly rental amount is **$_____** subject to the utility cost provisions in Paragraph 6 and shall be due and payable in advance on or before the first day of each month, beginning on the month following the date of this Lease.

   b. Rent for the initial period under this Lease in the amount of **$_____**due and payable at the time this Lease is executed. Thereafter, the RESIDENT shall pay the full month's

rental as provided above on the first day of each month. RESIDENT shall be personally responsible for rent payments which are due.

c. LATE FEE – A late fee of $20.00 (will be charged if rent is not paid by the 5th working day of each month. ***(excluding weekends and holidays)*** RESIDENT agrees that this Late Fee, which shall be considered "additional rent", does not establish a grace period, is reasonable and is to reimburse MANAGEMENT for the administrative costs and expenses when the rent is not received on or before the first of each calendar month. As required by law, RESIDENT is hereby notified that a negative credit report reflecting upon the RESIDENT'S credit record may be submitted to a credit reporting agency if RESIDENT fails to pay rent on time at Managements discretion.

d. In the event this Lease is terminated by RESIDENT as set forth in Paragraph 19 any rents paid or due shall be pro-rated daily after the date of expiration of the thirty (30) day notice period. In the event RESIDENT vacates without notice, he shall be charged with rent for the thirty (30) days after MANAGEMENT learns of the vacate. Rental credits or charges shall be based upon a uniform thirty (30) day month. This rent will remain in effect unless adjusted in accordance with the provisions of Paragraph 8 and/or 9.

e. IT IS EXPRESSLY UNDERSTOOD AND AGREED that in the event the RESIDENT is transferring from another MANAGEMENT –operated dwelling unit, payment of any unpaid balance due under the previous lease shall become a part of the consideration for this Lease.

5. **SECURITY DEPOSIT:**

a. Upon signing of this lease agreement, and in addition to the monthly rental payments required in Paragraph 4, the RESIDENT agrees to pay MANAGEMENT the sum of **$ 300.00** as a security deposit. Upon termination of this lease, RESIDENT may request a move-out inspection if that request is made in writing and within 48 hours of the termination. The security deposit money may be applied by MANAGEMENT at the termination of this Lease toward:

1. The cost of repairing any damage to the premises beyond ordinary wear and tear of the premises; and

2. The cost of cleaning of the premises; and

3. Any rent or other charges owed by RESIDENT.

b. The security deposit may not be used to pay rent or other charges while RESIDENT occupies the dwelling unit.

c. MANAGEMENT shall hold the security deposit in trust for RESIDENT during the term of this Lease. RESIDENT agrees that MANAGEMENT may use any interest earned on

the security deposit for RESIDENT services and activities and RESIDENT agrees to waive any right to claim a refund of such interest.

6. **UTILITIES:** Subject to the provisions of subparagraph 6.a hereof, the monthly dwelling rent includes the following utilities (if checked):

   Gas ( ) Electricity ( ) Cable or TV Service ( )
   Water (x) Sewer (x) Refuse collection (x)

   a. In accordance with the Schedule of Utility Allowances in the STATEMENT OF POLICIES posted in MANAGEMENT'S office, RESIDENT agrees to pay for the excess use of utilities of such allowances. Excess utility bills shall become due and payable 14 days from written notice by MANAGEMENT to the RESIDENT or upon completion of the Grievance process, if timely requested. Said Notice shall provide that the RESIDENT has the right to ask for an explanation of the charges and, if RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

      Excess Utility bills shall be included with the rental statements and shall constitute additional rent which are payable on the 5th working day (excluding weekends and holidays***)*** of the following month upon receipt of statement from Management.

   b. RESIDENT agrees to maintain all other listed utility services which are not provided by MANAGEMENT during the entire term of this Lease. RESIDENT agrees to promptly pay for all such utilities furnished to the premises.

7. **MAINTENANCE AND REPAIR CHARGES:** RESIDENT shall keep and maintain the premises in a clean and good condition and shall not cause or permit any garbage, rubbish or debris to accumulate therein or upon the grounds surrounding the premises and shall not place or construct any structure or improvement of any kind whatsoever upon the building or grounds consisting of the premises or grounds surrounding the premises.

   RESIDENT shall use reasonable care to keep his dwelling unit in such condition as to prevent health or sanitation problems from arising. RESIDENT shall immediately notify MANAGEMENT promptly of known need for repairs to his dwelling unit, and of known unsafe conditions in or about the dwelling unit, the common areas, and the grounds of the project which may lead to damage or injury.

   RESIDENT shall pay MANAGEMENT for repairs and replacements beyond those made necessary by ordinary wear and tear, and for all cleaning made necessary by the acts or neglect of RESIDENT, members of the household, invitees, or guests, for failure to maintain fully the grounds assigned to RESIDENT for maintenance, for services in connection with lock-outs, pick-up of tools or garbage and for any services which are rendered for RESIDENT and not otherwise expressly provided for under the terms of this Lease.

MANAGEMENT shall make all necessary repairs, alterations, and improvements to the dwelling unit as promptly as possible and give special attention to cases involving damage affecting health or safety. The RESIDENT does hereby waive all rights to make repairs upon the Premises at the expense of MANAGEMENT, excepting only, and to the extent only, as expressly permitted by Section 1942 of the Civil Code of the State of California.

If MANAGEMENT uses an outside contractor to make repairs, the basis for charges to the RESIDENT shall be the bill submitted to MANAGEMENT plus a reasonable overhead as determined from time to time. If MANAGEMENT employees do the repair work, the basis for the charges to the RESIDENT shall be the Schedule of Charges for Services and Repairs maintained by MANAGEMENT. Said Schedule of Charges for Services and Repairs are posted in MANAGEMENT'S office and may be obtained upon request by the RESIDENT. Maintenance and repair charge bills shall become due and payable 14 days form written notice by MANAGEMENT to the RESIDENT, or upon completion of the Grievance process, if timely requested. Said notice shall provide that RESIDENT has the right to ask for an explanation of the charges and, if RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

RESIDENT is responsible for an operational, working smoke alarm in the dwelling unit. The lease may be terminated if the RESIDENT, RESIDENT'S or any guest or invitee removes, disconnects or unwires any smoke alarm.

8. **ANNUAL REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY:**

   a. RESIDENT shall have his/her choice of any applicable rent determination process as then available, and which presently include either the "Flat Rent" or "Income Based Rents".
   b. At least once each year RESIDENT agrees in a timely manner to furnish accurate and conclusive information as requested by MANAGEMENT about income, employment, and members of the family for use by MANAGEMENT in determining whether the rental amount should be changed, whether the dwelling size is still appropriate for RESIDENT'S needs, and whether RESIDENT is still eligible for low-rent housing. This determination shall be made in accordance with the provisions set forth in MANAGEMENT'S Statement of Policies governing leasing and occupancy posted in MANAGEMENT'S office.
   c. If the "Flat Rent" is chosen as a rent determination process, MANAGEMENT'S review of income and employment will only be completed once every 36 months. RESIDENT must, within ten (10) days, inform MANAGEMENT of any additions of a minor to the family composition. RESIDENT must request, in writing and in advance, for the addition of an adult to the family composition.

d. Any change in rent required as a result of this redetermination shall be made effective the first of the month following the date of the re-examination.
e. When a re-examination is completed, MANAGEMENT will, if necessary, prepare and execute a new lease or mail a written "Notice of Review Determination" to the RESIDENT showing the change in the amount of monthly rent including the amount of retroactive rent (determined in accordance with paragraph 10) due, if any, resulting from such re-examination or redetermination. The RESIDENT agrees to accept and execute such "Notice of Review Determination: as an amendment to this Lease.
f. Should MANAGEMENT determine that a rent change (other than a utility allowance change) is necessary, RESIDENT shall have the right to an explanation of these changes. If RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.
g. Rents will not be reduced if Welfare Assistance (TANF) is reduced due to:
    a. Fraud;
    b. Failure to participate in economic self sufficiency programs or;
    c. Failure to comply with work activities required.
h. Community Service – All adults residents (18 and over) must:
    a. Contribute 8 hours per month of community service or;
    b. Participate in an economic self-sufficiency program for 8 hours per month.

    The exceptions of this Community Service requirement and condition to this lease are where RESIDENT is:
    a. Elderly;
    b. Blind or disabled defined under law and who are unable to comply with the community service requirement, or;
    c. Caretaker or such an individual;
    d. Working/ exempted from work by State; and
    e. Receiving TANF and not in noncompliance with State or TANF requirements.

9. REPORTING INTERIM CHANGES IN INCOME AND FAMILY COMPOSITION:

a. The RESIDENT agrees as an express condition to this lease, to report the following changes in family circumstances within ten (10) days of the change:

    1. A loss or addition to the family through marriage reconciliation, divorce, permanent separation, birth, death, desertion, or any other continuing circumstances.

    2. Unemployment or re-employment of any member for any reason.

    3. Any changes in the amount of type of public assistance received by any member of the family.

    4. Any changes in income for any member of the family.

    5. Commencement or discontinuance of General Relief.

b. If these changes result in a decrease in the RESIDENT'S rent, the reduced rental rate shall become effective the first of the following month.

c. If the reported changes result in an increase in the RESIDENT'S rent, the higher rate shall take effect the first of the second month following the mailing of the "Notice of Review Determination: except where the provisions of Paragraph 10 apply.

d. Should MANAGEMENT determine that a rent change is necessary, RESIDENT shall have the right to an explanation of the change(s). If RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

10. **RETROACTIVE RENT CHARGES:** If the RESIDENT has failed to report changes in family circumstances as required in Paragraph 9 or misrepresented to MANAGEMENT the facts upon which rent is determined, and this misrepresentation or failure to report facts results in the RESIDENT paying less rent than he/she should have been charged, MANAGEMENT shall adjust the rent to the proper amount.

    a. The increase in rent may be made retroactive to the first day of the second month after the change in family circumstances occurred.

    b. The new increased rental rate and all retroactive rent shall be due and payable on the first of the month following receipt of the "Notice of Review Determination."

    c. Should MANAGEMENT determine that a rent change is necessary, RESIDENT shall have the right to an explanation of these changes. If RESIDENT does not agree with the explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure.

11. **REQUIRED TRANSFER DUE TO CHANGE IN FAMILY COMPOSITION:** If MANAGEMENT determines in its sole discretion, that the size of the dwelling unit is no longer appropriate to RESIDENT'S needs, RESIDENT shall be required to move to another unit of appropriate size within the community in which he/she lives, and giving RESIDENT a reasonable time in which to move. RESIDENT may ask for an explanation of the specific reason for the transfer. If RESIDENT does not agree with MANAGEMENT'S explanation, the RESIDENT shall have the right to request a hearing under MANAGEMENT'S Grievance Procedure. If RESIDENT rejects the offer of an appropriate size unit, MANAGEMENT shall not be obligated to offer any other unit, and MANAGEMENT may consider this as reasonable grounds for terminating this Lease in accordance with the provisions of Paragraph 19.

12. **OCCUPANCY OF THE DWELLING UNIT:**

    a. RESIDENT agrees not to assign this Lease; nor to sublet or transfer possession of the premises; nor to give accommodation to guests, roommates, boarders or lodgers without

the prior written consent of MANAGEMENT. Resident agrees not to allow persons to register with probation or parole at the address leased without the authorization of management. RESIDENT further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private residential dwelling unit solely for the RESIDENT and members of his/her household as set forth in Paragraph 3 above, unless MANAGEMENT has given written approval for legal profit making activities by members of the household which do not interfere with the unit for residence. This provision does not exclude reasonable accommodation of RESIDENT'S guests or visitors, not to exceed two weeks without the prior written approval of MANAGEMENT. RESIDENT agrees to abide by all necessary and reasonable regulations of MANAGEMENT for the benefit and well being of the housing project and the RESIDENT. In the event RESIDENT(S) becomes ineligible for occupancy, he/she/they agree(s) to vacate the premises upon MANAGEMENT'S request.

b. RESIDENT agrees to repay and indemnify MANAGEMENT for any and all liability arising before termination of this lease for personal injuries or property damage cause by negligent, willful, or intentional conduct of RESIDENTS and RESIDENT'S guests or invitees.

c. RESIDENT may, at any time during tenancy, request permission for occupancy by a foster child or a live-in aide for a handicapped member of the household. Such request should be in writing and may or may not be granted in MANAGEMENT'S discretion but will be considered in accordance with MANAGEMENT'S Policy and Procedure Manual.

13. **RESIDENT OBLIGATIONS:** The RESIDENT shall:

a. Comply with all obligations imposed upon tenants by applicable provisions of State and local building housing codes materially affecting health and safety;

b. Report immediately to the appropriate Federal, State, or local governmental agency any case of infectious or contagious disease occurring in the family or among any person living or staying in the dwelling unit;

c. Keep the premises and such other areas as may be assigned to him/her for his/her exclusive use in a clean and safe condition;

d. Dispose of all ashes, garbage, rubbish, and other waste from the premises in a timely, sanitary and safe manner. Residents and other persons who are on the premises with his/her consent must not use common areas for disposal of any kind.

e. Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities at the dwelling place and common areas;

f. Promptly notify MANAGEMENT of the need for repairs to the dwelling unit and known unsafe conditions in the common areas and grounds of the project which may lead to damage or injury;

g. Refrain from, and cause his/her household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;

h. Pay for the repair of all damages, except for normal wear and tear, to the premises, project buildings, facilities, or common areas according to Paragraph 7;

i. Conduct himself/herself and cause other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their dwelling units and will encourage the maintenance of the project in a decent, safe, and sanitary condition. RESIDENT and RESIDENT'S family, guests, and invitees may not play his/her/their television, stereo, radio or any other amplified electrical device, or any musical instrument that may disturb other tenants, neighbors or MANAGEMENT;

j. Conduct himself/herself and cause other persons who are on the premises with his/her consent to Refrain from any illegal or criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Housing Authority;

k. Conduct himself/herself and cause other persons who are on the premises with his/her consent to Refrain from any drug-related criminal activity on or off the premises including, but not limited to, the growing manufacturing or producing of marijuana, methamphetamine or any illegal narcotic at the dwelling unit or any premises of MANAGEMENT'S Assisted Housing;

l. RESIDENT agrees that premises are not to be used for any illegal purposes, not to display on or about the premises any signs without the prior written approval of MANAGEMENT, not to make any repairs or install any equipment without consent of MANAGEMENT;

m. RESIDENT agrees that in the interests of sanitation and safety he/she may be allowed to keep or be permitted to keep a dog, cat, or other animal, in, on, or about the premises provided RESIDENT complies with the **Pet Ownership Policy** outlined in Appendix VIII of the Admission and Continued Occupancy Plan how or hereafter amended. Tenants that are permitted to the keeping of pets, with MANAGEMENT'S prior written consent will attach hereto, and make a part hereof, an addendum to lease, **"Pet Ownership Agreement".**

n. RESIDENT shall observe and comply with and perform and execute all Federal, State, County, and Municipal statutes, ordinances, rules, and regulations and orders and any and all regulations and orders of any Federal, State, County, and Municipal Board of public authority or officer which in any way affect or relate to, or are in any way

applicable to the premises, or use or occupation thereof. RESIDENT shall also abide by necessary and reasonable regulations promulgated by MANAGEMENT for the benefit of the project and all RESIDENTS, which are posted in the project office and incorporated by reference in this lease.

o. RESIDENT and other persons who are on the premises with his/her consent may not repair nor park automobiles, motorcycles, or other motor or electrical vehicles, or any heavy machinery anywhere at the dwelling unit, in the parking and/or undesignated parking areas, garage, lawns, driveways, or on another portion of the MANAGEMENT'S Assisted Housing,

p. RESIDENT must maintain, at his/her expense, an operational Smoke Alarm.

q. RESIDENT and the RESIDENT'S family members over the age of 18, who reside at the dwelling unit, must participate in Community Service or be involved in the Self Sufficiency Program.

r. RESIDENT must maintain at his/ her expense gas and electrical service without interruption. Any interruption of service for non payment will be considered creation of a hazard to health and safety and RESIDENT shall be subject to Lease termination and costs of any reconnection and fees.

s. RESIDENT agrees that in the interests of health and safety he/she may be allowed to have a mobile swimming pool that exceeds 10 inches high by 6 feet across about the premises provided RESIDENT complies with the **Pool Policy & Addendum to Lease** outlined in **Appendix X** of the Admission and Continued Occupancy Plan how or hereafter amended. Tenants that are permitted to the keep a pool, with MANAGEMENT'S prior written consent will attach hereto, and make a part hereof, an addendum to lease, **"Addendum to Lease for Pool".**

14. **MANAGEMENT OBLIGATIONS:** MANAGEMENT shall:

a. Maintain the premises and the Development in decent, safe, and sanitary condition;

b. Comply with the requirements of applicable State and local building codes, any housing codes, and HUD regulations materially affecting health and safety;

c. Make necessary repairs to the premises, at its own expense, except as otherwise provided in this Lease Agreement;

d. Keep Development buildings, facilities, and common areas otherwise not assigned to the resident for maintenance and upkeep, in a clean and safe condition;

e. Maintain in good and safe working order and condition the electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances at the dwelling unit which are supplied or required to be supplied by MANAGEMENT;

f. Provide and maintain receptacles and facilities for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the RESIDENT in accordance with Paragraph 13(d);

g. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year, except where heat and hot water are generated by an appliance within the exclusive control of the RESIDENT and supplied by a direct utility connection; and

h. Make reasonable attempts to notify RESIDENT of the specific grounds for any proposed adverse action by MANAGEMENT.

15. **DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY:** In the event the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the RESIDENT must immediately notify MANAGEMENT of the damage and:

a. MANAGEMENT shall make repairs within a reasonable time but the cost of said repairs shall be charged to the RESIDENT if the damage was caused by RESIDENT, members of his/her household, invitees or guests;

b. In circumstances where necessary repairs cannot be made within a reasonable time MANAGEMENT shall offer, if available, standard alternative accommodations;

c. In the event repairs are not made in accordance with (a.) above, alternative accommodations are not provided in accordance with (b.) above, abatement of rent shall occur in proportion to the seriousness of the damage and loss in value as a dwelling. NO ABATEMENT OF RENT SHALL OCCUR IF THE RESIDENT REJECTS ALTERNATIVE ACCOMMODATIONS OR IF DAMAGE WAS CAUSED BY THE RESIDENT, RESIDENT'S HOUSEHOLD OR GUESTS.

16. **PRE-OCCUPANCY AND TERMINATION INSPECTIONS:** When RESIDENT moves in, MANAGEMENT and RESIDENT, or his representative, shall jointly inspect the dwelling unit and all fixtures, appliances and furnishings, if applicable, and thereafter MANAGEMENT shall give RESIDENT a written inventory of the condition of the dwelling unit and said fixtures, appliances and furnishings therein. This inventory shall be signed by MANAGEMENT and RESIDENT. When RESIDENT moves out, MANAGEMENT (jointly with RESIDENT and/or his representative, if possible) will inspect the dwelling unit and give RESIDENT a written statement of the charges for damage, if any, for which RESIDENT is responsible.

17. **ENTRY OF PREMISES DURING TENANCY:**

a. RESIDENT agrees that the duly authorized agent, employee, or representative of MANAGEMENT shall be permitted to enter RESIDENT'S dwelling unit, for the purpose of examining its condition or contents or for making improvements or repairs. Such entry may be made only during reasonable hours, after advance notice in writing to RESIDENT of the date, time, and purpose. However, MANAGEMENT shall have the right to enter RESIDENT'S dwelling unit without prior notice to RESIDENT if MANAGEMENT reasonably believes that an emergency exists that requires such entrance. MANAGEMENT must promptly notify RESIDENT in writing of the date, time, and purpose of such entry, and of the emergency which necessitated it.

b. If RESIDENT requests a home call for any purpose, MANAGEMENT representative may enter without written notification being sent to RESIDENT.

c. In the event that RESIDENT and all adult members of the household are absent from the premises at the time of entry, MANAGEMENT shall leave a written statement specifying date, time, and purpose of entry.

d. RESIDENT is not to change or add locks on the premises. Resident agrees not to remove existing bedroom door knobs and install locksets on any interior doors.

e. If the RESIDENT is visually impaired, all notices shall be in an accessible format.

18. **NOTICE PROCEDURE:** Except as provided in Paragraph 17, any notice to the RESIDENT shall:

a. Be in writing and delivered personally to the RESIDENT or an adult member of the household residing in the dwelling unit: or

b. Affixed to the door of the premises and sent by first class mail, properly addressed.

If the RESIDENT is visually impaired, all notices shall be in an accessible format. Notice given pursuant to the Lease shall be deemed to have been given or served at the time the same shall be deposited in the United States mail, postage prepaid in the manner aforesaid, or personally served.

19. **TERMINATION OF LEASE:** RESIDENT and MANAGEMENT consider each and every term, covenant, and provision of this lease to be material and reasonable such that any violation shall be grounds for termination in the manner as follows:

a. This Lease may be terminated by RESIDENT at any time by giving thirty (30) days' written notice. RESIDENT agrees to move promptly and leave the unit in a clean and good condition (except for reasonable wear and tear), and to return the keys to MANAGEMENT when he/she vacates. Rent may continue until the keys are returned to MANAGEMENT'S office.

b. This Lease shall terminate upon the death of the RESIDENT, or either of them. In the event there is a surviving adult RESIDENT, MANAGEMENT may, if it so elects, enter into a new lease with said surviving RESIDENT. In the event there is no surviving RESIDENT, MANAGEMENT may, if it so elects, enter into a lease with a person who is a member of the household if said person otherwise meets the requirements for occupancy as contained in the Statement of Policy of MANAGEMENT. A live-in aide is not considered a member of the household.

c. Should the circumstances arise that there is no longer an adult family member in the unit, MANAGEMENT may, at its discretion, admit a relative or guardian to live in the unit and assume the obligation of the Lease as Head of Household.

d. This Lease may be terminated by MANAGEMENT at any time by giving written notice pursuant to Paragraph 18 and Section 1162 of the Code of Civil Procedure. This Lease shall automatically terminate at, and RESIDENT shall vacate the premises no later than, the time of expiration of the period hereinafter set forth. Such notice terminating said Lease and RESIDENT'S tenancy thereunder, may only be given for reasonable cause, such as, but not limited to, the reasons stated below:

1. Non-payment of rent. MANAGEMENT shall give fourteen (14) days' written notice of termination for such cause.

2. Creation or involvement by resident(s) or their guests in criminal activity that threatens the health or safety of other persons or MANAGEMENT employees or the right to peaceful enjoyment of the premises of other RESIDENTS. Notice in such cases shall be limited to a reasonable time commensurate with the urgency of the situation, but not less than seven (7) days.

3. Grounds for termination if RESIDENT, member of the RESIDENT'S household or guest is subject to a lifetime registration requirement under any State sex offenders registration program.

4. Drug-related criminal activity by any RESIDENT, any member of the RESIDENT'S household, any guest or other person under the tenants control on or off the premises. Notice shall be given the same as 2. above.

5. Where there are grounds for eviction for criminal or drug-related activity, the decision when and whether to evict is a discretionary MANAGEMENT judgment.

6. Grounds for termination if RESIDENT, member of the RESIDENT'S household or guest is a "Fleeing Felon" or is harboring a "Fleeing Felon". The term "Fleeing Felon" shall include, but is not limited to, a person who seeks to avoid prosecution, custody, or confinement after conviction, for a felony, or violating a condition of probation or parole imposed under Federal or State Law.

7. If a RESIDENT is evicted for engaging in criminal activity, including drug-related criminal activity, MANAGEMENT shall notify the local post office servicing the community that the tenant no longer resides at the address. RESIDENT will not be allowed to return to public housing property for pickup of mail.

8. This Lease and the Tenancy created thereunder, may be terminated by MANAGEMENT for reasonable cause, including but not limited to, any material misrepresentation or omission made by RESIDENT in his/her application, the violation of **any** provision of the Lease, the non-payment of rent and/or any other charge required of RESIDENT under this Lease Agreement or any prior Lease agreement between RESIDENT and MANAGEMENT for the premises described herein or any other tenants or MANAGEMENT, serious or repeated damage to the Premises, failure to maintain the Premises in good condition including grounds assigned for RESIDENT maintenance, creating physical hazards, creating a nuisance or disturbing the peace of the neighborhood, giving of any false or misleading statements of fact required by MANAGEMENT in connection with RESIDENT'S tenancy or being ineligible for occupancy of low-rent housing. MANAGEMENT shall give thirty (30) days' written notice of such causes.

9. Noncompliance of Community Service Requirements.

10. For persons determined to be registered with probation/parole department at the leased address without prior authorization by management will be reason for immediate termination of tenancy.

e. Notices of termination to the RESIDENT shall state the reason or reason's for the termination, shall inform the RESIDENT of his/her right to make a reply and of his/her right to request a hearing in accordance with MANAGEMENT'S Grievance Procedure. RESIDENT shall also be informed of his/her right to examine MANAGEMENT documents that are directly relevant to termination of the Lease.

f. The failure of MANAGEMENT to insist, in any one or more instances, upon a strict performance of any of the covenants or agreements of this Lease or to exercise any option contained, shall not be considered as a future waiver or relinquishment of said covenants, agreements, or options, but the same shall continue and remain in full force and effect. The receipt by MANAGEMENT of rent with the knowledge of the breach of any covenant or condition hereof shall not be deemed a waiver of such breach, and no waiver by MANAGEMENT of any of the provisions hereof shall be deemed to have been made unless expressed in writing and signed by MANAGEMENT, its representatives or agents.

20. **ABANDONMENT OF DWELLING UNIT:** In the event that the monthly rental is unpaid and other facts exist tending to suggest that RESIDENT has moved from the premises, MANAGEMENT may presume that RESIDENT has abandoned the dwelling unit and the

contents thereof unless notified otherwise. This Paragraph does not relieve RESIDENT of his/her duty to pay rent until and unless MANAGEMENT determines that the dwelling has been abandoned.

21. **GRIEVANCE PROCEDURES:** All grievances or appeals arising under this Lease shall be processed and resolved according to the Grievance Procedure of MANAGEMENT which is in effect at the time such grievance or appeals arise. This procedure is posted in the MANAGEMENT office and attached hereto. All matters concerned by this Lease, including but not limited to rental payments, other charges, or any Lease violations, are subject to these Grievance Procedures, except that RESIDENTS whose tenancy is terminated based upon creation or involvement in a crime or of a criminal nature that threatens the health or safety of other persons or MANAGEMENT'S employees or the right to peaceful enjoyment of the premises of and by other RESIDENTS shall not be subject to the Grievance Procedure, nor shall persons involved in drug-related criminal activity be subject to the Grievance Procedure. MANAGEMENT'S determination that a drug-related activity or criminal activity that threatens the health or safety of other persons or MANAGEMENT employees, or peaceful enjoyment as herein provided exists, shall be final and immediate.

22. **CHANGES:** This Lease, together with any future adjustments of rent or dwelling unit, is the entire agreement between MANAGEMENT and RESIDENT. No changes herein shall be made except in writing, signed, and dated by both parties except as provided for above or hereafter. The Schedule of Charges, Conditions of Occupancy and other rules and regulations of MANAGEMENT, and Grievance Procedure may be modified from time to time by MANAGEMENT provided that RESIDENT(S) shall be given thirty (30) days written notice of such change including the reasons thereof, and further be given an opportunity to present written comments for consideration by MANAGEMENT. Notice advising of proposed changes, as hereinabove required, shall be deemed given when MANAGEMENT delivers directly or mails a notice to each RESIDENT as well as posts said notice in a conspicuous place in MANAGEMENT'S office.

23. A copy of the current Grievance Procedure adopted by MANAGEMENT is attached to this Lease Agreement.

24. If RESIDENT defaults in the performance of any obligation under this Lease, RESIDENT shall pay, in addition to any other sums owed, Owner's reasonable attorney's fees and other costs related to the enforcement of the obligation. This clause applies in any lawsuit, action, or proceeding brought by Owner to enforce RESIDENT's obligations under this Lease, whether or not the Lease is terminated and whether or not Owner files a formal lawsuit, action, or proceeding in court

CONDITIONS OF OCCUPANCY

A. RESIDENT agrees to maintain fully the premises including but not limited to dwelling unit, fixtures, sidewalks, lawns, shrubbery and grounds (front, sides, and rear of dwelling) assigned to him or her in a clean and sanitary condition under terms of this Agreement and to report

immediately to MANAGEMENT any accident, injury, damage, loss or need of service or repairs of water or gas pipes, electric wiring, drains, toilets, fixtures, or any other property or equipment covered under this lease, including all breakage, damage, or loss of any kind such as damage from overflow of water from sinks, bathroom, toilets, or other basins.

B. RESIDENT agrees to deliver and place all garbage, refuse and trash in proper containers at designated locations. RESIDENT further agrees where applicable that he or she will dispose of rubbish, garbage, and waste in the manner prescribed by MANAGEMENT and, additionally, to secure and maintain regulation trash cans for such purpose while residing in the dwelling unit. MANAGEMENT shall approve all trash cans.

C. RESIDENT shall make no alterations or additions such as installing aerials or their guy wires, fences, shades, awnings or window guards, etc. to the premises. If any repairs or adjustments are necessary, the RESIDENT shall notify MANAGEMENT and shall make no repairs or adjustments or affix anything to the dwelling structure inside or out without the express permission therefore in writing first had and obtained from MANAGEMENT. In the event said permission is obtained and said alterations or additions are approved, they shall be considered permanently affixed to the property and shall remain on and in, and be surrendered with the said leased premises at the termination of this Lease unless otherwise provided in writing by MANAGEMENT.

D. RESIDENT agrees to refrain from driving, repairing, or parking any vehicles on the lawn or sidewalks and to refrain from parking trucks, trailers, or non-operating vehicles on the lawn, driveway, or other areas of use provided under provisions of the Lease. Vehicles left in a non-operating condition for more than 72 consecutive hours without written permission of MANAGEMENT shall be deemed abandoned and MANAGEMENT may have them removed at the expense of the owner.

E. RESIDENT agrees that a B-B gun, slingshots, firearms, or any other propellant device shall not be permitted or used on the premises.

F. RESIDENT agrees that he will not make or cause to be made or permit any disturbance or unreasonably loud noises in or at the dwelling unit or on the premises.

G. RESIDENT agrees to refrain from waste or excessive use of water, gas, electricity, or other fuel or utility service. MANAGEMENT may, at its discretion, monitor and regulate the use of the water, gas, and electricity which includes assessing surcharges for excessive use of the water, gas, electricity, or other fuel or utility service in accordance with the Schedule of Utility Allowances described herein.

H. RESIDENT agrees to refrain from permitting his or her children from playing on roofs, in public halls and stairways, parking spaces, trees, and shrubbery.

I. RESIDENT agrees to refrain from using plumbing or electrical equipment for any purposes other than those for which they were constructed or installed.

J. All personal property left on the premises upon termination of lease and all personal property removed from the premises by MANAGEMENT at the time of physical eviction of the RESIDENT for any cause whatsoever shall be deemed to be abandoned by the RESIDENT in the event it has not been claimed within thirty (30) days after physical eviction and may be disposed of by MANAGEMENT pursuant to Section 1988 of the Civil Code of the State of California. In the even of the RESIDENT'S death (Paragraph 19(b) of the Lease Agreement) MANAGEMENT may store or cause to be stored said property that has been left on the premises.

K. RESIDENT agrees to take every care to prevent fires, not to keep gasoline, solvents, or other inflammable materials or substances in the dwelling unit and to exercise particular caution with respect to children playing with matches.

L. Residents may not disconnect the smoke alarms in the dwelling unit.

I/WE, THE RESIDENT(S) WHOSE SIGNATURE(S) APPEAR(S) IMMEDIATELY BELOW,

HAVE READ AND DO

UNDERSTAND AND HEREBY AGREE TO THE PROVISIONS OF THIS LEASE AND THE CONDITIONS OF OCCUPANCY SET FORTH IN THIS LEASE; AND I/WE HEREBY FURTHER AGREE THAT FAILURE TO OBSERVE AND FOLLOW SAID LEASE PROVISIONS AND CONDITIONS OF OCCUPANCY WILL BE JUST AND PROPER CAUSE FOR THE TERMINATION AND CANCELLATION OF THIS LEASE BY MANAGEMENT. I/WE HEREBY FURTHER AGREE THAT UPON EXPIRATION OF THE TIME LIMIT CONTAINED IN ANY WRITTEN NOTICE OF CANCELLATION FROM MANAGEMENT REPRESENTATIVE, I/WE WILL VACATE THE PREMISES COVERED BY THIS LEASE, WITHOUT DISTURBANCE OR DELAY. I/WE ALSO UNDERSTAND THAT THIS LEASE CONTAINS A PROVISION FOR THE AUTOMATIC RENEWAL FOR SUCCESSIVE TERMS OF ONE CALENDAR MONTH EACH, UNLESS TERMINATED BY TEN (10) DAYS' PRIOR WRITTEN NOTICE BY RESIDENT, OR THIRTY (30) DAYS' PRIOR WRITTEN NOTICE BY MANAGEMENT (OR AS OTHERWISE STATED HEREIN).

Executed in Duplicate

HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN
By_____ Title _____

RESIDENT(S)

_____ _____
Signature Printed Name

_____ _____
Signature Printed Name

Appendix X—Pool Policy & Addendum to Lease

The following rules are established to govern the keeping of a mobile swimming pool that exceeds ten (10) inches high by six (6) feet across, in size, on properties owned and operated by the Housing Authority. The swimming pool must be pre-approved and registered with the Housing Authority. Residents must receive written permission to keep the swimming pool on the premises. The Resident is required to obtain and keep in force during the term of the lease a Renter's Insurance Policy and a policy for risk insurance of said swimming pool. The insurance policy shall insure that Housing Authority against loss, damage or injury associated with the swimming pool in the amount of $1,000,000.00 per occurrence and shall contain responsible deductibles.

This privilege may be revoked at any time subject to the Housing Authority grievance procedure, if the pool becomes destructive or a nuisance to others, or if the resident/owner fails to comply with any one of the following:

1. Resident is required to show proof of the above required insurance and complete the "Addendum to Lease for Pool". Resident must submit both documents within ten (10) working days of a request from the Housing Authority or prior to installation of the pool on the Housing Authority property.

2. Proof of current rental and risk insurance coverage shall be provided by resident on a yearly basis during resident's Re-examination for Eligibility of Continued Occupancy or at the request from the Housing Authority.

3. No pool may be kept in violation of environmental or health laws.

4. Gate to yard where pool is located must be secured and locked at all times with access available to the Housing Authority at all times.

5. Residents are responsible for proper maintenance of said pool to insure the health and safety of the residents and their guests. Pool must be kept in sanitary condition and emptied regularly.

6. Residents shall not alter their unit, patio, or unit area to create an enclosure for a pool.

7. Resident is responsible for all damages caused by their pool.

8. Residents who violate these rules are subject to: (a) being required to remove the pool from the dwelling ; (b) a thirty (30) day notice for lease violation by the Housing Authority will be issued; and/or (c) eviction.

ADDENDUM TO LEASE FOR POOL

This Addendum to Lease constitutes part of the Resident Dwelling Lease Agreement dated as of _____, between the Housing Authority of the County of San Joaquin, [as MANAGEMENT], and _____, [as RESIDENT(s)], residing at _____. The terms of the Addendum are incorporated in the Lease for all purposes. All capitalized terms not otherwise defined in this Addendum are defined by the terms of the Lease.

Pool Ownership Requirements

Any persons requesting to have a mobile swimming pool over the size of ten (10) inches high by six (6) feet across will be required to do the following:

1. Must show proof of purchase of renters insurance, which will include pool coverage for damage and accidents. (A copy to be attached).
2. Must show renewal and current payment of such renters insurance each year at recertification or at the request from MANAGEMENT.
3. Pool must be kept in sanitary condition and emptied regularly. When family moves out of the unit, the yard must be left in its original condition as when the family moved in except as set forth in this Lease. RESIDENT shall, at RESIDENT's own expense and at all times, maintain the swimming pool in good working order and repair, including all equipment, appliances, and fixtures. RESIDENT shall also surrender the Leased premises at termination of this Lease in as good condition received, normal wear and tear excepted. RESIDENT shall be responsible for damages caused by RESIDENT's negligence and that of other household members and guests. RESIDENT shall not commit or allow any person to commit an act resulting in the destruction, defacement, damage, impairment or removal of any part of the Leased premises, including land, wall, fences, and any fixtures or electrical outlets of the Leased premises.
4. Gate to yard where pool is located must be secured and locked at all times. MANAGEMENT will have the right to enter the Leased premised for the purposes of inspecting the swimming pool in accordance with the Lease except in the case of an emergency. In the case of an emergency or RESIDENT's abandonment or surrender of the Leased premises, MANAGEMENT or MANAGEMENT's agent may enter the Leased premises at any time without obtaining the RESIDENT's prior consent. RESIDENT agrees not to change the locks or add locks to the entrances of the Leased premises, including backyard fences without the prior consent of MANAGEMENT and without providing MANAGEMENT with key or combination to locks.
5. MANAGEMENT shall not be liable for an damage or injury to RESIDENT or any other persons, or to any property, occurring in the use of the swimming pool on the Leased premises or any part of the Lease premises, or in common areas, unless the damage is the proximate result of gross negligence or willful misconduct of MANAGEMENT, MANAGEMENT's agents, or MANAGEMENT's employees. RESIDENT agrees to indemnify, defend, and hold harmless MANAGEMENT for any liability, costs (including reasonable attorney fees), or claims for personal injuries or property damage caused by the negligent, will but or intentional

act or omission to act of RESIDENT or RESIDENT's guest or invitees. Each party waives any rights of subrogation against the other party.

6. RESIDENT acknowledges that MANAGEMENT shall have no obligation to provide any guard service or other life guard or similar security measures to the Leased premises, and RESIDENT assumes all responsibility for the protection of RESIDENT, RESIDENT's agents, invitees, and customers from injury or acts of third parties.
7. RESIDENT shall comply with all laws, statues, ordinances, and requirements of all city, county, state and federal authorities now or later in force that pertain to the use of the swimming pool on the Leased premises.

I/WE _____(Name of Head of Household)

Residing at _____ has/have read and agreed with the above pool ownership requirements.

RESIDENT shall, at RESIDENT's expense, obtain and keep in force during the term of this Lease: a policy of risk insurance insuring MANAGEMENT against loss, damage or injury associated with the swimming pool. This policy of insurance shall provide insurance of $1,000,000.00 per occurrence and shall contain responsible deductibles. RESIDENT and MANAGEMENT each release the other and waive the entire right to recovery against the other for any damage or liability arising out of or incident to the perils insured against, whether due to the negligence of the MANAGEMENT, RESIDENT, or their respective employees, agents, contractor, and invitees. Prior to obtaining the required policy of insurance, RESIDENT and MANAGEMENT shall notify their respective insurance carriers that the previous waiver of subrogation is in this Lease.

My Insurance policy number is _____

The name of my Insurance Company is _____

I also understand that the Housing Authority has the right to inspect the pool at anytime without prior notice to ensure compliance with the above requirements.

Unless modified by this Addendum, each term of the Lease remains unamended and in full force. The parties have executed this Addendum as of the date of the Lease.

Signed _____ Date _____

Signed _____ Date _____

Housing Authority Representative _____ Date _____

Title _____

Administrative Plan
for the
Section 8 Tenant-Based Assistance Program
(Housing Choice Voucher Program)

Revision Date: May 10, 2004

Table of Contents

Chapter 1
STATEMENT OF POLICIES AND OBJECTIVES

A. MISSION STATEMENT 1-2
B. VISION STATEMENT 1-2
C. LOCAL OBJECTIVES 1-2
D. PURPOSE OF THE PLAN 1-2
E. RULES AND REGULATIONS 1-3
F. TERMINOLOGY 1-3
G. FAIR HOUSING POLICY 1-4
H. REASONABLE ACCOMMODATIONS POLICY 1-5
I. TRANSLATION OF DOCUMENTS 1-7
J. MANAGEMENT ASSESSMENT OBJECTIVES 1-7
K. RECORDS FOR MONITORING PHA PERFORMANCE 1-8
L. PRIVACY RIGHTS 1-8
M. FAMILY OUTREACH 1-9
N. OWNER OUTREACH 1-9

Chapter 2
ELIGIBILITY FOR ADMISSION

A. ELIGIBILITY FACTORS 2-2
B. FAMILY COMPOSITION 2-2
C. INCOME LIMITATIONS 2-5
D. MANDATORY SOCIAL SECURITY NUMBERS 2-6
E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS 2-7
F. OTHER CRITERIA FOR ADMISSIONS 2-8
G. TENANT SCREENING 2-9
H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT 2-10
I. INELIGIBLE FAMILIES 2-10
J. PROHIBITED ADMISSIONS CRITERIA 2-10

Chapter 3
APPLYING FOR ADMISSION

A. OVERVIEW OF APPLICATION TAKING PROCESS 3-2
B. OPENING/CLOSING OF APPLICATION TAKING 3-2

C. "INITIAL" APPLICATION PROCEDURES 3-4
D. APPLICANT STATUS WHILE ON WAITING LIST 3-4
E. TIME OF SELECTION 3-5
F. COMPLETION OF A FULL APPLICATION 3-5
G. VERIFICATION 3-7
H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY 3-7

Chapter 4
ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

A. WAITING LIST 4-2
B. SPECIAL ADMISSIONS 4-2
C. WAITING LIST PREFERENCES 4-3
D. LOCAL PREFERENCES 4-3
E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION 4-6
F. TARGETED FUNDING 4-6
G. INCOME TARGETING 4-7
H. PREFERENCE & INCOME TARGETING ELIGIBILITY 4-7
I. ORDER OF SELECTION 4-8
J. FINAL VERIFICATION OF PREFERENCES 4-9
K. PREFERENCE DENIAL 4-9
L. REMOVAL FROM WAITING LIST AND PURGING 4-9

Chapter 5
SUBSIDY STANDARDS

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE 5-2
B. EXCEPTIONS TO SUBSIDY STANDARDS 5-3
C. UNIT SIZE SELECTED 5-4

Chapter 6
FACTORS RELATED TO TOTAL TENANT PAYMENT & FAMILY SHARE DETERMINATION

A. INCOME AND ALLOWANCES 6-2
B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES 6-2
C. MINIMUM RENT 6-5
D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT 6-7
E. AVERAGING INCOME 6-11

F. MINIMUM INCOME 6-12
G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME 6-12
H. REGULAR CONTRIBUTIONS AND GIFTS 6-12
I. ALIMONY AND CHILD SUPPORT 6-13
J. LUMP-SUM RECEIPTS 6-13
K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS 6-14
L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE 6-15
M. CHILD CARE EXPENSES 6-15
N. MEDICAL EXPENSES 6-16
O. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES 6-16
P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS 6-16
Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS 6-17

Chapter 7
VERIFICATION PROCEDURES

A. METHODS OF VERIFICATION AND TIME ALLOWED 7-2
B. RELEASE OF INFORMATION 7-4
C. COMPUTER MATCHING 7-4
D. ITEMS TO BE VERIFIED 7-4
E. VERIFICATION OF INCOME 7-5
F. INCOME FROM ASSETS 7-9
G. VERIFICATION OF ASSETS 7-10
H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME 7-11
I. ASSISTANCE TO PERSONS WITH DISABILITIES 7-12
J. VERIFYING NON-FINANCIAL FACTORS 7-12
K. VERIFICATION OF WAITING LIST PREFERENCES 7-18

Chapter 8
VOUCHER ISSUANCE AND BRIEFINGS

A. ISSUANCE OF CERTIFICATES/VOUCHERS 8-2
B. BRIEFING TYPES AND REQUIRED ATTENDANCE 8-2
C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION 8-4
D. SECURITY DEPOSIT REQUIREMENTS 8-5
E. TERM OF VOUCHER 8-5
F. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS 8-6
G. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER 8-7

Chapter 9
REQUEST FOR LEASE APPROVAL AND CONTRACT EXECUTION

A. REQUEST FOR TENANCY APPROVAL 9-2
B. ELIGIBLE TYPES OF HOUSING 9-3
C. LEASE REVIEW 9-3
D. SEPARATE AGREEMENTS 9-5
E. INITIAL INSPECTIONS 9-6
F. RENT LIMITATIONS 9-6
G. DISAPPROVAL OF PROPOSED RENT 9-6
H. INFORMATION TO OWNERS 9-7
I. OWNER DISAPPROVAL 9-7
J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE9-7
K. CONTRACT EXECUTION PROCESS 9-8
L. CHANGE IN OWNERSHIP 9-8

Chapter 10
HOUSING QUALITY STANDARDS AND INSPECTIONS

A. GUIDELINES/TYPES OF INSPECTIONS 10-2
B. INITIAL HQS INSPECTION 10-2
C. ANNUAL HQS INSPECTIONS 10-3
D. SPECIAL/COMPLAINT INSPECTIONS 10-4
E. QUALITY CONTROL INSPECTIONS 10-4
F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS 10-4
G. EMERGENCY REPAIR ITEMS 10-6
H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) .. 10-7
I. DETERMINATION OF RESPONSIBILITY 10-8
J. CONSEQUENCES IF FAMILY IS RESPONSIBLE 10-9

Chapter 11
OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

A. .. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM? ? ? ..11-2
B. MAKING PAYMENTS TO OWNERS 11-2
C. RENT REASONABLENESS DETERMINATIONS 11-3
D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM 11-4
E ADJUSTMENTS TO PAYMENT STANDARDS 11-5
F. EXCEPTION PAYMENT STANDARDS 11-7

G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM 11-7

Chapter 12
RECERTIFICATIONS

A. ANNUAL ACTIVITIES 12-2
B. ANNUAL RECERTIFICATION/REEXAMINATION 12-2
C. REPORTING INTERIM CHANGES 12-5
D. OTHER INTERIM REPORTING ISSUES 12-5
E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS 12-5
F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS 12-7
G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) 12-7
H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES 12-8
I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES 12-9
J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES 12-9

Chapter 13
MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

A. ALLOWABLE MOVES 13-2
B. RESTRICTIONS ON MOVES 13-2
C. PROCEDURE FOR MOVES 13-2
D. PORTABILITY 13-3
E. OUTGOING PORTABILITY 13-3
F. INCOMING PORTABILITY 13-4

Chapter 14
CONTRACT TERMINATIONS

A. CONTRACT TERMINATION 14-2
B. TERMINATION BY THE FAMILY: MOVES 14-2
C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS 14-2
D. TERMINATION OF THE CONTRACT BY PHA 14-4

Chapter 15
DENIAL OR TERMINATION OF ASSISTANCE

A. GROUNDS FOR DENIAL/TERMINATION 15-2
B. FAMILY OBLIGATIONS 15-5
C. DRUG RELATED AND VIOLENT CRIMINAL ACTIVITY 15-9
D. PROCEDURES FOR NON-CITIZENS..... 15-12
E. ZERO ($0)ASSISTANCE TENANCIES 15-12
F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION..... 15-13
G. MISREPRESENTATION IN COLLUSION WITH OWNER 15-13
H. MISSED APPOINTMENTS AND DEADLINES 15-13

Chapter 16
OWNER DISAPPROVAL AND RESTRICTION

A. DISAPPROVAL OF OWNER..... 16-2
B. OWNER RESTRICTIONS AND PENALTIES 16-3
C. CHANGE IN OWNERSHIP..... 16-3

Chapter 17
PROGRAM INTEGRITY

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD..... 17-2
B. STEPS THE HACSJ WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD..... 17-2
C. STEPS THE HACSJ WILL TAKE TO DETECT PROGRAM ABUSED FRAUD 17-3
D. THE HACSJ'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD..... 17-4
E. OVERPAYMENT TO OWNERS 17-4
F. HOW THE HACSJ WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD..... 17-4
G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HACSJ 17-4
H. CONCULSION OF THE HACSJ'S INVESTIGATIVE REVIEW..... 17-5
I. EVALUATION OF THE FINDINGS 17-5
J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED..... 17-6

Chapter 18
OWNER OR FAMILY DEBTS TO THE PHA

A. PAYMENT AGREEMENT FOR FAMILIES..... 18-2

B. DEBTS OWED FOR CLAIMS 18-2
C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION 18-3
D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP 18-3
E. GUIDELINES FOR PAYMENT AGREEMENTS 18-4
F. OWNER DEBTS TO THE PHA 18-4
G. WRITING OFF DEBTS 18-5

Chapter 19
COMPLAINTS AND APPEALS

A. COMPLAINTS TO THE PHA 19-2
B. PREFERENCE DENIALS 19-2
C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS 19-3
D. INFORMAL HEARING PROCEDURES 19-4
E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" 19-8
F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES 19-9

Chapter 20
SPECIAL HOUSING TYPES

A. SINGLE ROOM OCCUPANCY 20-2
B. SHARED HOUSING 20-2
C. MANUFACTURED HOMES 20-3

Chapter 21
HOMEOWNERSHIP OPTION PROGRAM

A. GENERAL PROVISIONS 21-2
B. FAMILY ELIGIBILITY REQUIREMENTS 21-2
C. FAMILY PARTICIPATION REQUIREMENTS 21-4
D. AMOUNT OF ASSISTANCE 21-8
E. TERMINIATION OF SECTION 8 HOMEOWNERSHIP ASSISTANCE 21-10
F. CONTINUED PARTICIPATION IN SECTION 8 HOUSING CHOICE 21-11
G. HACSJ ADMINISTRATIVE FEE 21-12
H. WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES 21-12
APPENDIX A—SECTION 8 HOMEOWNERHIP OBLIGATIONS 21-13

Chapter 22
PROJECT BASED VOUCHER PROGRAM

A. PROJECT BASED VOUCHER PROGRAM 22-1

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING..... GL-1
B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING..... GL-3
C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE GL-17

PROGRAM INTEGRITY ADDENDUM P-1

Chapter 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which recodified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Section 8 Tenant-Based Assistance Program, is described in and implemented throughout this Administrative Plan. The Section 8 tenant-based programs are federally funded and administered for the County of San Joaquin by the Housing Authority of the County of San Joaquin through its Section 8 housing office.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority staff shall be in compliance with the Housing Authority's Agency Administrative Plan and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

Jurisdiction

The jurisdiction of the Housing Authority is the County of San Joaquin.

A. HOUSING AUTHORITY MISSION STATEMENT

The Housing Authority of the County of San Joaquin is dedicated to providing and advocating for affordable, attractive, safe living environments and opportunities to become self-sufficient for persons of very low to moderate income.

B. HOUSING AUTHORITY VISION STATEMENT

The Housing Authority of the County of San Joaquin will be nationally recognized as an innovative agency and a leader in creating community partnerships that result in individuals and families having hope for a better tomorrow.

C. LOCAL OBJECTIVES [24 CFR 982.1]

The Section 8 Program is designed to achieve three major objectives:

1. To provide decent housing for very low income families while maintaining their rent payments at an affordable level.

2. To promote freedom of housing choice and attain deconcentration of very low-income families of all races and ethnic backgrounds.

3. To provide an incentive to private property owners to rent to very low income families by offering timely assistance payments.

In addition, the Housing Authority has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.

2. To encourage self-sufficiency of participant families and to assist in the expansion of family opportunities which address educational, socioeconomic, recreational and other human services needs.

3. To create positive public awareness and expand the level of family, owner, and community support in accomplishing the Housing Authority's mission.

4. To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.

5. To administer an efficient, high-performing agency through continuous improvement of the Housing Authority's support systems and commitment to our employees and their development.

D. PURPOSE OF THE ADMINISTRATIVE PLAN [24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the Agency

Administrative Plan. The Housing Choice Voucher Program is implemented as of October 1, 1999, and pre-merger Housing Voucher tenancies and Over Fair Market Rent tenancies converted automatically to Housing Choice Voucher tenancies on that date. All other existing contracts remained in effect until the family's second reexamination after the merger date or when a new lease was executed.

The Housing Authority is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Administrative Plan, HUD regulations will have precedence. The Housing Authority will revise this Administrative Plan as needed to comply with changes in HUD regulations. The original Administrative Plan and any changes must be approved by the Board of Commissioners of the agency, the pertinent sections included in the Agency Administrative Plan, and a copy provided to HUD.

This Administrative Plan is a supporting document to the Housing Authority Agency Administrative Plan, and is available for public review as required by CFR 24 Part 903.

Applicable regulations include:

?? 24 CFR Part 5: General Program Requirements

?? 24 CFR Part 8: Nondiscrimination

?? 24 CFR Part 982: Section 8 Tenant-Based Assistance : Housing Choice Voucher Program

Local rules that are made part of this Administrative Plan are intended to promote local housing objectives consistent with the intent of the federal housing legislation.

E. RULES AND REGULATIONS [24 CFR 982.52]

This Administrative Plan is set forth to define the Housing Authority's local policies for operation of the housing programs in the context of Federal laws and Regulations. All issues related to Section 8 not addressed in this document are governed by such Federal regulations, HUD Memos, Notices and guidelines, or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

F. TERMINOLOGY

The Housing Authority of the County of San Joaquin is referred to as "Housing Authority" throughout this document.

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

"Tenant" is used to refer to participants in terms of their relationship to landlords.

"Landlord" and "owner" are used interchangeably.

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

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

The Section 8 program is also known as the Housing Choice Voucher Program.

"HQS" means the Housing Quality Standards required by regulations as enhanced by the Housing Authority.

"Failure to Provide" refers to all requirements in the first Family Obligation (see "Denial or Termination of Assistance" Chapter 19).

"Merger date" refers to October 1, 1999, which is the effective date of the merging of the Section 8 Certificate and Voucher program into the Housing Choice Voucher Program.

See Glossary for other terminology.

G. FAIR HOUSING POLICY [24 CFR 982.54(d)(6)]

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

The Housing Authority shall not deny any family or individual the equal opportunity to apply for or receive assistance under the Section 8 Programs on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status-disability or sexual orientation.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal, State, and local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority offices, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organization to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the Housing Authority's facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the Housing Authority's office in such a manner as to be easily readable from a wheelchair.

The Housing Authority offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the California Relay Service or TDD (209) 466-3735.

H. REASONABLE ACCOMMODATIONS POLICY [24 CFR 100.202]

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the Housing Authority will treat a person differently than anyone else. The Housing Authority's policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the housing program and related services. The availability of requesting an accommodation will be made known by including notices on Housing Authority forms and letters.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family initiates contact with the Housing Authority, when the Housing Authority initiates contact with a family including when a family applies, and when the Housing Authority schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

?? A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

?? A record of such impairment; or

?? Being regarded as having such impairment.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403(a), individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, the Housing Authority will require that a professional third party competent to make the assessment, provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the Housing Authority finds that the requested accommodation creates an undue administrative or financial burden, the Housing Authority will either deny the request and/or present an alternate accommodation that will still meet the need of the person.

?? An undue administrative burden is one that requires a fundamental alteration of the essential functions of the Housing Authority (i.e., waiving a family obligation).

?? An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on the Housing Authority.

The Housing Authority will provide a written decision to the person requesting the accommodation within fourteen (14) days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the Housing Authority's decision.

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

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

Verification of Disability

The Housing Authority will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Outreach

Outreach efforts will include notification of the Housing Authority's 504 Advisory Board as well as all other media and agencies listed in the Housing Authority's Administrative Plan regarding public notices (see section on opening and closing the waiting list in "Applying for Admission", Chapter 3)

Applying for Admission

All persons who wish to apply for any of the Housing Authority's programs must submit a pre-application in written format, as indicated in our public notice. Pre-applications will be made available in an accessible format upon request from a person with a disability.

The full application is completed at the eligibility appointment in the applicant's own handwriting,

unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by Housing Authority staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time. The full application will also include questions asking all applications whether reasonable accommodations are necessary.

I. TRANSLATION OF DOCUMENTS

The Housing Authority has bilingual staff to assist non-English speaking families in Spanish, Vietnamese, Chinese and German.

In determining whether it is feasible to provide translation of documents written in English into other languages, the Housing Authority will consider the following factors:

?? Number of applicants and participants in the jurisdiction who do not speak English and speak the other language.

?? Estimated cost to Housing Authority per client of translation of English written documents into the other language.

?? The availability of local organizations to provide translation services to non-English speaking families.

?? Availability of bilingual staff to provide translation for non-English speaking families.

J. MANAGEMENT ASSESSMENT OBJECTIVES

The Housing Authority operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the Housing Authority is using its resources in a manner that reflects its commitment to quality and service.

The Housing Authority policies and practices are consistent with the areas of measurement for the following HUD SEMAP indicators:

1. Selection from the Waiting List
2. Reasonable Rent
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. Payment Standards
9. Annual Re-examinations
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections

13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow Account Balances
15. Bonus Indicator Deconcentration

Supervisory quality control reviews will be performed by a Housing Authority Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP factors:

?? Selection from the waiting list
?? Rent reasonableness
?? Determination of adjusted income
?? HQS Enforcement
?? HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor.

K. RECORDS FOR MONITORING HOUSING AUTHORITY PERFORMANCE

To demonstrate compliance with HUD and other pertinent regulations, the Housing Authority will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to follow, monitor and or assess the Housing Authority's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, supervisory staff audits the following functions:

?? Not less than five percent (5%) of reexaminations
?? Not less than five percent (5%) of new applications

L. PRIVACY RIGHTS [24 CFR 982.551 AND 24 CFR 5.212]

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

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

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

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

Housing Authority staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information, or improper disclosure of family information by staff will result in disciplinary action. (Personnel Policy Services Section 906, paragraph 3).

All files must be signed for when removed from the secured file storage area.

M. FAMILY OUTREACH

The Housing Authority will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families on a regular basis. When the Housing Authority's waiting list is open, the Housing Authority will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

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

The Housing Authority will communicate the status of housing availability to other service providers in the community, and advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

N. OWNER OUTREACH [24 CFR 982.54(d)(5)]

The Housing Authority makes a concerted effort to keep private owners informed of legislative changes in the tenant-based program, which are designed to make the program more attractive to owners. This includes informing participant owners of applicable legislative changes in program requirements.

The Housing Authority encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The Housing Authority conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

The Housing Authority maintains a list of interested landlords and a list of units available for the Section 8 Program and updates this list at least every 30 days. When listings from owners are received, they will be compiled by the Housing Authority staff by bedroom size.

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of owners and units will be provided upon request

and provided at briefings.

The staff of the Housing Authority initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

Printed material is offered to acquaint owners and managers with the opportunities available under the program.

The Housing Authority has active participation in a community-based organization(s) comprised of private property and apartment owners and managers.

The Housing Authority encourages program participation by owners of units located outside areas of poverty or minority concentration. The Housing Authority periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choice and better housing opportunities to families. Voucher holders are informed of a broad range of areas where they may lease units inside the Housing Authority's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration

The Housing Authority shall periodically:

?? Develop working relationships with owners and real estate broker associations.

?? Establish contact with civic, charitable or neighborhood organizations which have an interest in housing for low-income families and public agencies concerned with obtaining housing for displacements.

?? Request the HUD Field office to furnish a list of HUD-held properties available for rent.

?? Explain the program, including equal opportunity requirements and nondiscrimination requirements, including Fair Housing Amendments Act of 1988 and Americans with Disabilities Act, to real estate agents, landlords, and other groups that have dealings with low-income families or are interested in housing such families.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

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

A. ELIGIBILITY FACTORS [982.201(b)]

The Housing Authority accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the Housing Authority.

The HUD eligibility criteria are:

?? An applicant must be a "family"

?? An applicant must be within the appropriate income limits

?? An applicant must furnish social security numbers for all family members age six and older

?? An applicant must furnish declaration of citizenship or eligible immigrant status and verification where required

?? At least one member of the applicant family must either be a U.S. citizen or have eligible immigration status before the Housing Authority may provide any financial assistance.

Reasons for denial of admission are addressed in Chapter 15, Denial or Termination of Assistance. These reasons for denial constitute additional admission criteria. The family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors.

Evidence of citizenship/eligible immigrant status will not be verified until the family is selected from the waiting list for final eligibility processing for issuance of a voucher, unless the Housing Authority determines that such eligibility is in question, whether or not the family is at or near the top of the waiting list.

B. FAMILY COMPOSITION [24 CFR 982.201(c)]

The applicant must qualify as a family. A family may be a single person or a group of persons.

A "family" includes a family with or without a child or children. A group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides is a family. The Housing Authority determines if any other group of persons qualifies as a "family."

A single person family may be:

?? An elderly person
?? A displaced person
?? A person with a disability

?? Individuals may not be considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence.
?? Any other single person

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A family also includes:

?? Two or more persons who intend to share residency whose income and resources are available to meet the family's needs and who have a history as a family unit or show evidence of a stable family relationship. (Both the family unit and relationship must be for a minimum of six months.)

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

Head of Household
The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head
Spouse means the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who in order to dissolve the relationship would have to be divorced. It includes the partner in a common law marriage. The term “spouse” does not apply to boyfriends, girlfriends, significant others, or co-heads.

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

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

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

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

?? Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than family members:

?? Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.

?? Live-in aides are not subject to Non-Citizen Rule requirements.

?? Live-in aides may not be considered as a remaining member of the tenant family.

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

A live-in aide may only reside in the unit with the approval of the Housing Authority. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly fifty to sixty-one years old (50-61) or disabled.

The Housing Authority will approve a live-in aide if needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Approval of a live-in aide for reasonable accommodation will be in accordance with CFR 24 Part 8 and Chapter 1, Section H, Reasonable Accommodations Policy of this Administrative Plan.

Verification must include the hours the care will be provided.

At any time, the Housing Authority will refuse to approve a particular person as a live-in aide or may withdraw such approval if:

?? The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

?? The person commits drug-related criminal activity or violent criminal activity; or

?? The person 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.

Split Households Prior to Voucher Issuance [24 CFR 982.315]

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the Housing Authority will make the decision taking into consideration the

following factors:

?? Which family member applied as head of household
?? Which family member retains the children or any disabled or elderly members

?? Restrictions that were in place at the time the family applied

?? Role of domestic violence in the split

?? Recommendations of social service agencies or qualified professionals such as children's protective services.

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

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "involuntarily displaced preference" (victim of domestic violence). The Housing Authority will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home (see Chapter 4, Establishing Preferences and Maintaining the Waiting List).

Multiple Families in the Same Household

When families apply which consist of two families living together (such as a mother and father, and a daughter with her own husband or children) and if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

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

There will be a self-certification required of families who claim joint custody or temporary guardianship.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

C. INCOME LIMITATIONS [24 CFR 982.201(b), 982.353]

To be eligible for assistance, an applicant must have an annual income at the time of admission that does not exceed the very-low-income income limits for occupancy established by HUD.
(See Chapter 4, Section 5 for definition of income targeting.)

To be income eligible, the applicant must be a family in the very low-income category, which is a family whose income does not exceed fifty percent (50%) of the area median income. The Housing Authority will not admit families whose income exceeds fifty percent (50%) of the area median income except those families included in 24 CFR 982.201(b).
To be income eligible the family may be under the low-income limit in any of the following categories [24 CFR 982.201(b)]:

?? A very low-income family.

?? A low-income family that is continuously assisted under the 1937 Housing Act. An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within sixty (60) days of voucher issuance. Programs include any housing federally assisted under the 1937 Housing Act.

?? A low-income family physically displaced by rental rehabilitation activity under 24 CFR part 511.

?? A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

?? A low-income non-purchasing family residing in a project subject to a home-ownership program under 24 CFR 248.173.

?? A low-income family or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

?? A low-income family that qualifies for voucher assistance as a non-purchasing family residing in a project subject to a resident home ownership program.

In accordance with the Housing Authority Administrative Plan, the Housing Authority's criteria for admitting low income families, in addition to those required under the regulations and identified above, is to admit families who:

?? Are pursuing their education

?? Are participating in an economic self-sufficiency program

?? Are working full time or part-time

?? To determine if the family is income-eligible, the Housing Authority compares the annual income of the family to the applicable income limit for the family's size.

?? Families whose annual income exceeds the income limit will be denied admission and offered an informal review.

Portability

For initial lease-up at admission, families who exercise portability must be within the applicable income limit for the jurisdiction of the receiving Housing Authority in which they want to live.

D. MANDATORY SOCIAL SECURITY NUMBERS [24 CFR 5.216, 5.218]

Families are required to provide verification of social security numbers for all family members age 6 and older prior to admission, if they have been issued a number by the Social Security Administration. This requirement also applies to persons joining the family after admission to the program.

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

Persons who have not been issued a social security number must sign a certification that they have never been issued a social security number. The certification shall:

?? State the individual's name and state that the individual has not been issued a social security number;

?? State that the individual will disclose the social security number, when they obtain one at a later date;

?? Be signed and dated.

Persons who disclose their social security number but cannot provide verification must sign a certification and provide verification within sixty (60) days. Elderly persons must provide verification within one hundred twenty (120) days.

E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS [24 CFR PART 5, SUBPART E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the citizenship/eligible immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families

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

All members ineligible

Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for an informal review.

Non-citizen students

Defined by HUD in the non-citizen regulations at 24 CFR 5.522, they are not eligible for assistance.

Appeals

For this eligibility requirement only, the applicant is entitled to an informal hearing exactly like those provided for participants.

Verification of Status before Admission

The Housing Authority will not provide assistance to any family prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

F. OTHER CRITERIA FOR ADMISSIONS [24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violations of the lease within the past three (3) years.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the Housing Authority, including Form HUD-9886.

The Housing Authority will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

?? The family must not have violated any family obligation during a previous participation in the Section 8 program for three (3) years prior to final eligibility determination.

?? The Housing Authority will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.

?? The family must pay any outstanding debt owed the Housing Authority or another Housing Authority as a result of prior participation in any federal housing program within fifteen (15) days of Housing Authority notice to repay or enter into an appropriate repayment agreement and provide written proof of participation in the agreement.

?? The family must be in good standing regarding any current payment agreement made with another Housing Authority for a previous debt incurred, before this Housing Authority will allow participation in its Section 8 program.

?? The Housing Authority will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy in Chapter 15, Denial or Termination of Assistance of this Administrative Plan).

?? If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the Housing Authority may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition (see Program Integrity Addendum).

G. TENANT SCREENING [24 CFR 982.307]

The Housing Authority will take into consideration any of the criteria for admission described in Chapter 15, Denial or Termination of Assistance of this Administrative Plan).. The Housing Authority will not screen family behavior or suitability for tenancy. The Housing Authority will not be liable or responsible to the owner or other persons for the family's behavior or the family's conduct in tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. - On or before Housing Authority approval of the tenancy, the Housing Authority will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for screening families based on their tenancy histories, including such factors as

?? Payment of rent and utility bills

?? Caring for a unit and premises

?? Respecting the rights of other residents to the peaceful enjoyment of their housing

?? Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others

?? Compliance with other essential conditions of tenancy

The Housing Authority must offer the owner other information in the Housing Authority's possession concerning the family, including:

?? The family's current and prior address as shown in the Housing Authority's records; and

?? The name and address (if known by the Housing Authority) of the landlord at the family's current and prior address.

The Housing Authority may offer the owner other information in the Housing Authority's possession concerning the family, including:

?? Information about the family's tenancy history
?? Information about drug-trafficking by family members

The same types of information will be supplied to all owners.

The Housing Authority will advise families how to file a complaint if they have been discriminated against by an owner. The Housing Authority will advise the family to make a Fair Housing complaint. The Housing Authority may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

I. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to non-citizen status. See Chapter 19, "Complaints and Appeals" of this Administrative Plan for additional information about reviews and hearings.

J. PROHIBITED ADMISSIONS CRITERIA [982.202(b)]

Admission to the program may not be based on:

?? Where the family lives before admission to the program;

?? Where the family will live with assistance under the program;

?? Discrimination because members of the family are unwed parents, recipients of public assistance, or children born out of wedlock;

?? Discrimination because a family includes children;

?? Whether a family decides to participate in a family self sufficiency program; or

?? Other reasons as listed in Chapter 1, Section G and H, Fair Housing Policy and Reasonable Accommodations Policy.

Chapter 3

APPLYING FOR ADMISSION

[24 CFR 982.204]

INTRODUCTION

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

A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of application taking is to permit the Housing Authority to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for any one of the Housing Authority's programs must complete a written pre-application form when application taking is open. Pre-applications will be made available in an accessible format upon request from a person with a disability.

When the waiting list is open, any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete a pre-application.

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

The application process will involve two phases. The first is the "initial" application for assistance (referred to as a pre-application). This first phase results in the family's placement on the waiting list.

The pre-application will be dated, time-stamped, and referred to the Housing Authority's eligibility office where it will be maintained until such time as it is needed for processing.

The second phase is the "final determination of eligibility" (referred to as the full application). The full application takes place when the family reaches the top of the waiting list. At this time the Housing Authority ensures that verification of all HUD and Housing Authority eligibility factors is current in order to determine the family's eligibility for the issuance of a voucher.

B. OPENING/CLOSING OF APPLICATION TAKING [24 CFR 982.206, 982.54(d)(1)]

The Housing Authority will utilize the following procedures for opening the waiting list.
When the Housing Authority opens the waiting list, the Housing Authority will advertise through public notice in the following newspapers, minority publications and media entities:

?? The Record

?? Lodi Sentinel

?? Tracy Press

?? Manteca Bulletin

?? Human Services Agency

?? San Joaquin Fair Housing

?? Senior Services Agency of San Joaquin County

?? California State Employment Development Department

?? Social Security Administration Office

?? Local Center for Deafness

?? Community Center for the Blind & Visual Impaired

?? California State Department of Rehabilitation

The notice will contain:

?? The dates, times, and the locations where families may apply.

?? The programs for which applications will be taken.

?? A brief description of the program.

?? Limitations, if any, on who may apply.

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

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

If the waiting list is open, the Housing Authority will accept applications from eligible families unless there is good cause for not accepting the application, such as denial of assistance because of action or inaction by members of the family for the grounds stated in Chapter 19, Denial or Termination of Assistance of this Administrative.

Closing the Waiting List

The Housing Authority may stop applications if there are enough applicants to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The Housing Authority may announce the closing of the waiting list by public notice.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 24 months. The Housing Authority will give at least 10 days notice prior to closing the list. When the period for accepting applications is over, the Housing Authority

will add the new applicants to the list by:

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

Limits on Who May Apply
When the waiting list is open:

?? Any family asking to be placed on the waiting list for Section 8 rental assistance will be given the opportunity to complete a pre-application.

When the pre-application is submitted to the Housing Authority, it establishes the family's date and time of application for placement order on the waiting list.

C. "INITIAL" APPLICATION PROCEDURES [24 CFR 982.204(b)]

The Housing Authority will utilize a pre-application form. The information is to be filled out by the applicant whenever possible. To provide specific accommodation for persons with disabilities, the information may be completed by a staff person over the telephone. It may also be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The purpose of the pre-application is to permit the Housing Authority to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The pre-application will contain at least the following information:

?? Applicant name
?? Family Unit Size (number of bedrooms the family qualifies for under Housing Authority subsidy standards)
?? Date and time of application
?? Qualification for any local preference
?? Racial or ethnic designation of the head of household
?? Annual (gross) family income

Duplicate applications will not be accepted.

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

D. APPLICANT STATUS WHILE ON WAITING LIST [CFR 982.204]

Applicants are required to inform the Housing Authority in writing of changes in address. Applicants are also required to respond to requests from the Housing Authority to update information on their application and to determine their interest in assistance.

If after a review of the pre-application the family is determined to be preliminarily eligible, they will

be notified in writing or in an accessible format upon request, as a reasonable accommodation.

This written notification of preliminary eligibility will be:

?? Given to the applicant at the time the pre-application is submitted;
?? Mailed to the applicant by first class mail; or
?? Distributed to the applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the Housing Authority will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, Complaints and Appeals of this Administrative Plan.

E. TIME OF SELECTION [24 CFR 982.204]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to income targeting requirements.

When there is insufficient funding available for the family at the top of the list, the Housing Authority will not admit any other applicant until funding is available for the first applicant.
Based on the Housing Authority's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

Split Household

When a family that is on the waiting list splits into two otherwise eligible families, due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is not court determination, the Housing Authority will make the decision taking into consideration the following factors:

1. Which family member applied as head of household, co-head,

2. Which family unit retains the children or any disabled or elderly member

3. Restrictions that were in place at the time the family applied

4. Role of domestic violence in the split

5. Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list

for failure to supply information requested by the Housing Authority.

F. COMPLETION OF A FULL APPLICATION

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list, and prior to completing the full application. The qualification for preference must exist at the time the preference is claimed and at the time of verification, because claim of a preference determines placement on the waiting list.

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

?? Complete a Personal Declaration Form prior to the full application interview.

?? Complete a full application in their own handwriting, unless assistance is needed, or a request for accommodation is made by a person with a disability. Applicant will then be interviewed by Housing Authority staff to review the information on the full application form.

?? Participate in a full application interview with a Housing Authority representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The Housing Authority interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

The full application will be communicated as requested as an accommodation to a person with a disability.

Requirement to Attend Interview

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

All adult family members are required to attend the interview and sign the housing application.

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

If an applicant fails to appear for a pre-scheduled appointment, the Housing Authority will automatically schedule a second appointment. If the applicant misses the second appointment without prior approval, the application is denied.

Reasonable accommodations will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with

permission of the person with a disability.
If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (See Chapter 19 Complaints and Appeals of this Administrative Plan).

All adult members must sign the HUD Form 9886, Release of Information, the application, the declarations and consents related to citizenship/immigration status and any other supplemental forms required by the Housing Authority. Applicants will be required to sign specific verification forms for information which is not covered by the HUD Form 9886. Failure to do so will be cause for denial of the application.

Every adult household member must sign a consent form to release criminal conviction records and to allow the Housing Authority to receive records and use them in accordance with HUD regulations.

If the Housing Authority determines at or after the interview that additional information or document(s) are needed, the Housing Authority will request the document(s) or information in writing. The family will be given ten (10) business days to supply the information.

If the information is not supplied in this time period, the Housing Authority will provide the family a notification of denial for assistance (See Chapter 19 Complaints and Appeals of this Administrative Plan).

G. VERIFICATION [24 CFR 982.201(e)]

Information provided by the applicant will be verified, using the verification procedures in the "Verification Procedures" chapter 7. Family composition, income, allowances and deductions, assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than sixty (60) days old at the time of issuance of the voucher.

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY [24 CFR 982.201]

After the verification process is completed, the Housing Authority will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Housing Authority, and the current eligibility criteria in effect. If the family is determined to be eligible, the Housing Authority will mail a notification of eligibility. A briefing will be scheduled for the issuance of a voucher and the family's orientation to the housing program.

Chapter 4

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the Housing Authority's objective to ensure that families are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan.

This chapter explains the local preferences which the Housing Authority has adopted to meet local housing needs, defines the eligibility criteria for the preferences and explains the Housing Authority's system of applying them.

By maintaining an accurate waiting list, the Housing Authority will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. WAITING LIST [24 CFR 982.204]

The Housing Authority uses a single waiting list for admission to its Section 8 tenant-based assistance program. Except for special admissions, applicants will be selected from the Housing Authority waiting list in accordance with policies and preferences and income targeting requirements defined in this Administrative Plan.

The Housing Authority will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

?? Applicant name

?? Family unit size (number of bedrooms family qualifies for under Housing Authority subsidy standards)

?? Date and time of application

?? Qualification for any local preference

?? Racial or ethnic designation of the head of household

B. SPECIAL ADMISSIONS [24 CFR 982.54(d), 982.203]

If HUD awards a Housing Authority program funding that is targeted for specifically named families, the Housing Authority will admit these families under a special admission procedure.
Special admission families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list.

The Housing Authority maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

?? A family displaced because of demolition or disposition of a public or Indian housing project;

?? A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

?? For housing covered by the Low Income Housing Preservation and Resident Home-ownership Act of 1990;

?? A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

?? A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

C. WAITING LIST PREFERENCES [24 CFR 982.207]

An applicant will not be granted any preference if any member of the family has been evicted from federally assisted housing during the past three (3) years because of drug-related criminal activity. The Housing Authority may grant an exception to such a family if the culpable household member completed an approved, supervised drug rehabilitation program; the circumstances for the eviction no longer exist; or the evicted person clearly did not participate in or know about the drug related activity.

If an applicant makes a false statement in order to qualify for a preference, the Housing Authority will deny admission to the program for the family.

D. LOCAL PREFERENCES [24 CFR 982.207]

The Housing Authority will offer public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list. The Housing Authority uses the following local preference system:

?? Date and time of receipt of a completed application.

Residency Preference

Families who live, work, or have been hired to work within San Joaquin County and/or residents moving to San Joaquin County who currently participate in an approved Cal work's Program at the time of submission of the pre-application.

Veteran Preference

Current members of the military, veterans, or surviving spouses of veterans. Applicants must provide proof of honorable discharge. If discharge is less than honorable, applicant must provide proof of eligibility to receive veteran's benefits.

The following two items are equal in selection process:

Disability Preference

This preference is extended to disabled persons or families with a disabled member as defined in this Administrative Plan. Proof of disability will be required at time of selection.

Working Preference

Families with at least one adult who is employed at least 20 hours per week or who are active participants in a Cal works Program and whose income is not exempt, – will be used to determine eligibility. This preference is automatically extended to elderly families or families whose head or spouse is receiving income based on their inability to work.

Substandard Housing

Applicants who live in substandard housing are families whose dwelling meets one or more of the following criteria (provided the family did not cause the condition):

?? Is dilapidated, as cited by city/county officials of local code enforcement office and does not provide safe, adequate shelter; has one or more critical defects or a combination of defects requiring considerable repair; endangers the health, safety, and well-being of family.

?? Does not have operable indoor plumbing.

?? Does not have usable flush toilet in the unit for the exclusive use of the family.

?? Does not have usable bathtub or shower in unit for the exclusive use of the family-.

?? Does not have adequate, safe electrical service.

?? Does not have an adequate, safe source of heat.

?? Should, but does not, have a kitchen. (Single Room Occupancy ["SRO"] Housing is not substandard solely because it does not contain sanitary and/or food preparation facilities in the unit).

?? Has been declared unfit for habitation by a government agency.

?? Applicants living in Public Housing or publicly assisted housing shall not be denied this preference if unit meets the criteria for the substandard preference.

This preference also applies to applicants who are homeless and are considered to be living in substandard housing due to:

?? A lack of a fixed, regular and adequate nighttime residence; and

?? Have a primary nighttime residence that is a supervised public or private shelter providing temporary accommodations (including welfare hotels, congregate shelters and transitional housing), or an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not ordinarily used as a sleeping accommodation for human beings.

Homeless families may maintain their place on the waiting list while completing a transitional housing program for homeless/substance abusers/victims of domestic abuse.

Families who are residing with friends or relatives on a temporary basis will not be included in the homeless definition.

Involuntary Displacement

Involuntarily displaced applicants are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more

than six months from the date of verification by the Housing Authority.

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of:

?? A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.

?? Federal, state or local government action related to code enforcement, public improvement or development.

?? To avoid reprisals because the family provided information on criminal activities to a law enforcement agency and, after a threat assessment, the law enforcement agency recommends re-housing the family to avoid or reduce risk of violence against the family.

?? The family must be part of a Witness Protection Program, or the HUD office or law enforcement agency must have informed the Housing Authority that the family is part of a similar program. The Housing Authority will take precautions to ensure that the new location of the family is concealed in cases of witness protection.

?? A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his property and is based on the person's race, color, religion, sex, national origin, disability or familial status including sexual orientation and occurred within the last 120 days or is of a continuing nature.

Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to the unit. Critical elements are:

?? Entry and egress of unit and building;

?? A sleeping area;

?? A full bathroom;

?? A kitchen if the person with a disability must prepare their own food; and

?? Due to HUD disposition of a multifamily project under Section 203 of the Housing and Community Development Amendments of 1978.

Applicants who are admitted under special admissions, rather than from the waiting list, are identified by codes in the automated system and are not maintained on separate lists. Ten percent (10%) of the Housing Authority's vouchers may be reserved for exception admission and is maintained on a separate list.

Victims of Domestic Violence

The Housing Authority will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past 120 days. The Housing Authority will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

?? Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.

?? The actual or threatened violence must have occurred within the past 120 days or be of a continuing nature.

?? An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

To qualify for this preference, the abuser must still reside in the unit from which the victim was displaced. The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

?? A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

?? If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

At the family's request, the Housing Authority will take precautions to ensure that the new location of the family is concealed in cases of domestic abuse.

E. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION [24 CFR 982.207]

At the time of application, an applicant's entitlement to a local preference may be made on the following basis. An applicant's certification that they qualify for a preference will be accepted without verification at the initial application. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list without the local preference and given an opportunity for a meeting.

If, at the time the family applied, the preference claim was the only reason for placement of the

family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

-F. TARGETED FUNDING [24 CFR 982.203]

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

Applicants who are admitted under targeted funding which are not identified as a special admission are identified by codes in the automated system. The Housing Authority has the following "targeted" programs:

?? Family Unification Program
?? Family Self-Sufficiency Program
?? Welfare to Work

G. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act (QHWRA) of 1998, each fiscal year the Housing Authority will reserve a minimum of seventy-five percent (75%) of its Section 8 new admissions for families whose income does not exceed thirty percent (30%) of the area median income. HUD refers to these families as "extremely low-income families." The Housing Authority will admit families who qualify under the extremely low-income limit to meet the income-targeting requirement, regardless of preference.

The Housing Authority's income targeting requirement does not apply to low income families continuously assisted as provided for under the 1937 Housing Act.

The Housing Authority is also exempted from this requirement where the Housing Authority is providing assistance to low income or moderate income families entitled to preservation assistance under the tenant-based program as a result of a mortgage prepayment or opt-out.

The Housing Authority shall have the discretion, at least annually, to exercise the "fungibility" provision of the QHWRA. This provision allows the Housing Authority to admit less than the minimum forty percent (40%) of its extremely low-income families in a fiscal year to its public housing program to the extent that the Housing Authority's admission of extremely low income families in the tenant-based assistance program exceeds seventy-five percent (75%) of all admissions during the fiscal year. If exercising this option the Housing Authority will follow the fungibility threshold limitations as set forth in QHWRA legislation.

The discretion by the Housing Authority to exercise the fungibility provision is also reflected in the Housing Authority's Public Housing Admissions and Continued Occupancy Policy.

H. PREFERENCE AND INCOME TARGETING ELIGIBILITY [24 CFR 982.207]

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the Housing Authority in writing when their circumstances change.

When an applicant claims an additional preference, they will be placed on the waiting list in the appropriate order determined by the newly claimed preference. The exception to this is; if at the time the family applied, the waiting list was only open to families who claimed that preference. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

If the family's verified annual income, (at final eligibility determination), does not fall under the extremely low income limit and the family was selected for income targeting purposes before families with a higher preference, the family will be returned to the waiting list.

Cross-Listing of Different Housing Programs and Section 8 [24 CFR 982.205(a)]

The Housing Authority will not merge its waiting lists. If the waiting list for the Housing Authority's Public Housing program, and/or Project-Based Voucher Program is open at the time an applicant applies for Section 8, the Housing Authority must offer to place the family on its waiting lists for the other programs.

Other Housing Assistance [24 CFR 982.205(b)]

Other housing assistance means a Federal, State or local housing subsidy, as determined by HUD, including Public Housing.

The Housing Authority may not take any of the following actions because an applicant has applied for, received, or refused other housing.

?? Refuse to list the applicant on the Housing Authority waiting list for tenant-based assistance;

?? Deny any admission preference for which the applicant is currently qualified;

?? Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the Housing Authority selection policy; or

?? Remove the applicant from the waiting list.

However, the Housing Authority may remove the applicant from the waiting list for tenant-based assistance if the Housing Authority has offered the applicant assistance under the voucher program.

I. ORDER OF SELECTION [24 CFR 982.207(e)]

Local preferences, as described in Section D of this chapter, will be used to select families from the waiting list. The established local preferences reflect local housing needs and priorities.

In order to avoid unnecessary delays of admission to the program and to ensure that those who

qualify for a particular unit can be placed in that unit, the Housing Authority will utilize a point system to move that applicant (or all applicants with that same preference) to the top of the waiting list. As in all situations, the Housing Authority will then ensure that all applicants with the same local preference are prioritized and selected by date and time of application.

The Housing Authority's method for selecting applicants from a preference category leaves a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in this Administrative Plan.

J. FINAL VERIFICATION OF PREFERENCES [24 CFR 982.207]

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the Housing Authority will obtain necessary verifications of preference at the interview and by third party verification.

K. PREFERENCE DENIAL [24 CFR 982.207]

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

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

L. REMOVAL FROM WAITING LIST AND PURGING [24 CFR 982.204(c)]

The waiting list will be purged as necessary. The Housing Authority may notify applicants by mail to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

Any mailings to the applicant which require a response will state that failure to respond within ten (10) days will result in the applicant's name being dropped from the waiting list. An extension of thirty (30) days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Applications Compliance Supervisor, or his/her designee determines there were circumstances beyond the person's control.

Applicants are required to contact the Housing Authority every six (6) months to confirm their continued interest. The Housing Authority will give written notification to all applicants who fail to respond at the required times. If they fail to respond to this notification, they will be removed from the waiting list.

The Housing Authority allows a grace period of thirty (30) days after completion of the purge. Applicants who respond during this grace period will be reinstated.

Chapter 5

SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

INTRODUCTION

HUD guidelines require that Housing Authority's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This chapter explains the subsidy standards, which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, as well as the Housing Authority's procedures when a family's size changes or a family selects a unit size that is different from the voucher.

A. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

The Housing Authority does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the voucher. The Housing Authority's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years or older.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

The Housing Authority will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, the Housing Authority assigns one bedroom to two people within the following guidelines:

?? Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

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

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

A single pregnant woman with no other family members must be treated as a two-person family. Single person families shall be allocated zero or a one bedroom voucher depending on funding availability. Space may not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

GUIDELINES FOR DETERMINING VOUCHER SIZE

Voucher Size	Persons in Household	
	Minimum Number	**Maximum Number**
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12

6 Bedrooms	8	14

B. EXCEPTIONS TO SUBSIDY STANDARDS [24 CFR 982.403(a) & (b)]

The Housing Authority shall grant exceptions from the subsidy standards if the family requests and the Housing Authority determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a:

?? Verified medical or health reason; or
?? Elderly persons or persons with disabilities who may require a live-in attendant.

Request for Exceptions to Subsidy Standards

The family may request a larger sized voucher than indicated by the Housing Authority's subsidy standards. Such request must be made in writing within ten (10) days of the Housing Authority's determination of bedroom size. The request must explain the need or justification for a larger bedroom. Documentation verifying the need or justification will be required as appropriate.

The Housing Authority will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Requests based on health related reasons must be verified by a doctor, medical, or social service professional.

Housing Authority Error

If the Housing Authority errs in the bedroom size designation, the family will be issued a voucher of the appropriate size so that the family is not penalized.

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the Housing Authority subsidy standards. If an applicant requires a change in the voucher size, based on the requirements of the Housing Authority subsidy standards, the above referenced guidelines will apply.

Changes for Participants

The members of the family residing in the unit must be approved by the Housing Authority. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Housing Authority within 30 days. The above referenced guidelines -will apply.

Under-housed Families
If a unit does not meet HQS space standards due to an increase in family size (unit too small), the Housing Authority will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

The Housing Authority will also notify the family of the circumstances under which an exception will be granted, such as:

?? If a family with a disability is under-housed in an accessible unit.
?? If a family requires the additional bedroom because of a health problem which has been verified by the Housing Authority.

The Housing Authority and family have been unable to locate a unit within thirty (30) days.

C. UNIT SIZE SELECTED [24 CFR 982.402(c)

The family may select a different size dwelling unit than that listed on the voucher. There are three criteria to consider:

Subsidy Limitation
The family unit size as determined for a family under the Housing Authority subsidy standard for a family assisted in the voucher program is based on the Housing Authority's adopted payment standards. The payment standard for a family shall be the *lower of*:

?? The payment standard amount for the family unit size; or
?? The payment standard amount for the unit size rented by the family.

Utility Allowance
The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.

Housing Quality Standards
The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room, in addition to bedrooms and living room, is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	Maximum Number in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12

6 Bedrooms	14

Chapter 6

FACTORS RELATED TO TOTAL TENANT PAYMENT AND FAMILY SHARE DETERMINATION

[24 CFR Part 5, Subparts E and F; 982.153, 982.551]

INTRODUCTION

The Housing Authority will use the methods as set forth in this Administrative Plan to verify and determine that family income at admission and at annual reexamination is correct. The accurate calculation of annual income and adjusted income will ensure that families are not paying more or less money for rent than their obligation under the regulations.

This Chapter defines the allowable expenses and deductions to be subtracted from annual income and how the presence or absence of household members may affect the Total Tenant Payment ("TTP"). Income and TTP are calculated in accordance with 24 CFR Part 5, Subparts E and F, and further instructions set forth in HUD notices and memoranda. The formula for the calculation of TTP is specific and not subject to interpretation. The Housing Authority's policies in this chapter address those areas which allow the Housing Authority discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES [24 CFR 5.609]

Income

Income includes all monetary amounts which are received on behalf of the family. For purposes of calculating the Total Tenant Payment, HUD defines what is to be calculated and what is to be excluded in the federal regulations. In accordance with this definition, all income which is not specifically excluded in the regulations is counted.

Annual Income

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

Adjusted Income

Adjusted income is defined as the Annual income minus any HUD allowable expenses and deductions.

HUD has five allowable deductions from annual income:

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

2. Elderly/Disabled Allowance: $400 per family for families whose head or spouse is 62 or over or disabled.

3. Allowable Medical Expenses: Deducted for all family members of an eligible elderly/disabled family.

4. Child Care Expenses: Deducted for the care of children under 13 when child care is necessary to allow an adult member to work, attend school, or actively seek employment.

5. Allowable Disability Assistance Expenses: Deducted for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

B. DISALLOWANCE OF EARNED INCOME FROM RENT DETERMINATIONS FOR PERSONS WITH DISABILITIES [24 CFR 5.616; 982.201(b)(3)]

The annual income for qualified families may not be increased as a result of increases in earned income of a family member who is a person with disabilities beginning on the date on which the increase in earned income begins and continuing for a cumulative twelve (12) month period. After the disabled family receives twelve (12) cumulative months of the full exclusion, annual income will include a phase-in of half the earned income excluded from annual income.

A family qualified for the earned income exclusion is a family that is receiving tenant-based rental

assistance under the Housing Choice Voucher Program; and

?? Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

?? Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

?? Whose annual income increases, as a result of new employment or increased earnings of a family member during or within six (6) months after receiving assistance, benefits or services under any State program for TANF provided that the total amount over a six-month period is at least $500. The qualifying TANF assistance may consist of any amount of monthly income maintenance, and/or at least $500 in such TANF benefits and services as one-time payments, wage subsidies and transportation assistance.

The HUD definition of "previously unemployed" includes a person with disabilities who has earned in the previous twelve (12) months no more than the equivalent earnings for working ten (10) hours per week for fifty (50) weeks at the minimum wage. Minimum wage is the prevailing minimum wage in the State or locality.

The HUD definition of an economic self-sufficiency program is: any program designed to encourage, assist, train or facilitate economic independence of assisted families or to provide work for such families. Such programs may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as substance abuse or mental health treatment).

Qualifying increases are any earned income increases of a family member who is a person with disabilities during participation in an economic self-sufficiency or job training program and not increases that occur after participation, unless the training provides assistance, training or mentoring after employment.

The amount that is subject to the disallowance is the amount of incremental increase in income of a family member who is a person with disabilities. The incremental increase in income is calculated by comparing the amount of the disabled family member's income before the beginning of qualifying employment or increase in earned income to the amount of such income after the beginning of employment or increase in earned income.

Initial Twelve-Month Exclusion

During the cumulative twelve (12) month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the Housing Authority will exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a

result of employment over the prior income of that family member.

Second Twelve-Month Exclusion and Phase-in

During the second cumulative twelve (12) month period after the expiration of the initial cumulative twelve (12) month period referred to above, the Housing Authority must exclude from annual income of a qualified family fifty (50) percent of any increase in income of a family member who is a person with disabilities as a result of employment over income of that family member prior to the beginning of such employment.

Maximum Four Year Disallowance

The earned income disallowance is limited to a lifetime forty-eight (48) month period for each family member who is a person with disabilities. For each family member who is a person with disabilities, the disallowance only applies for a maximum of twelve (12) months of full exclusion of incremental increase, and a maximum of twelve (12) months of phase-in exclusion during the forty-eight (48) month period starting from the date of the initial exclusion.

If the period of increased income does not last for twelve (12) consecutive months, the disallowance period may be resumed at any time within the forty-eight (48) month period, and continued until the disallowance has been applied for a total of twelve (12) months of each disallowance (the initial twelve (12) month full exclusion and the second twelve (12) month phase-in exclusion).

No earned income disallowance will be applied after the forty-eight (48) month period following the initial date the exclusion was applied.

Applicability to Child Care Expense Deductions

The amount deducted for child care necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the full and phase-in exclusions from income shall not be used in determining the cap for child care deductions.

Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

Such documentation will include:

?? Date the increase in earned income was reported by the family

?? Name of the family member whose earned income increased

?? Reason (new employment, participation in job training program, within six (6) months after receiving TANF) for the increase in earned income

?? Amount of the increase in earned income (amount to be excluded)

?? Date the increase in income is first excluded from annual income

?? Date(s) earned income ended and resumed during the initial cumulative twelve (12) month period of exclusion (if any)

?? Date the family member has received a total of twelve (12) months of the initial exclusion

?? Date the twelve (12) month phase-in period began

?? Date(s) earned income ended and resumed during the second cumulative twelve (12) month period (phase-in) of exclusion (if any)

?? Date the family member has received a total of twelve (12) months of the phase-in exclusion

?? Ending date of the maximum forty-eight (48) month (four year) disallowance period (forty-eight (48) months from the date of the initial earned income disallowance)

The Housing Authority will maintain a tracking system to ensure correct application of the earned income disallowance. Refer to Chapter 12, Section C, Reporting Interim Changes, for increases in income that must be reported.

Inapplicability to Admission

The earned income disallowance is only applied to determine the annual income of families who are participants in the Housing Choice Voucher Program, and therefore does not apply for purposes of admission to the program (including the determination of income eligibility or any income targeting that may be applicable).

C. MINIMUM RENT [24 CFR 5.630]

Minimum Rent

Minimum rent is $50**.** Minimum rent refers to the Total Tenant Payment and includes the combined amount a family pays towards rent and/or utilities when it is applied.

Hardship Requests for an Exception to Minimum Rent

The Housing Authority recognizes that in some circumstances even the minimum rent may create a financial hardship for families. The Housing Authority will review all relevant circumstances brought to the Housing Authority's attention regarding financial hardship as it applies to the minimum rent. The following section states the Housing Authority's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act of 1998. HUD has defined circumstances under which a hardship could be claimed.

Criteria for Hardship Exception

In order for a family to qualify for a hardship exception, the family's circumstances must fall under one of the following HUD hardship criteria:

?? The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance, including a family with a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act, and who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

?? The family would be evicted as a result of the imposition of the minimum rent requirement.

?? The income of the family has decreased because of changed circumstances, including:

?? Loss of employment

?? Death in the family

?? Other circumstances as determined by the Housing Authority or HUD

Housing Authority Notification to Families of Right to Hardship Exception

The Housing Authority will notify all families subject to minimum rents of their right to request a minimum rent hardship exception. "Subject to minimum rent" means the minimum rent was the greatest figure in the calculation of the greatest of thirty percent (30%) of monthly adjusted income, ten percent (10%) of monthly income, minimum rent or welfare rent.

If the minimum rent is the greatest figure in the calculation of Total Tenant Payment, Housing Authority staff will include a copy of the notice regarding hardship request provided to the family in the family's file.

The Housing Authority notification will advise families that hardship exception determinations are subject to Housing Authority review and hearing procedures.

The Housing Authority will review all family requests for exception from the minimum rent due to financial hardships.

All requests for minimum rent hardship exceptions are required to be in writing.

The Housing Authority will request documentation as proof of financial hardship. The Housing Authority will use its standard verification procedures to verify circumstances which have resulted in financial hardship.

Requests for minimum rent exception must include a statement of the family hardship that qualify the family for an exception.

Suspension of Minimum Rent

The Housing Authority will grant the minimum rent exception to all families who request it, effective the first of the following month.

The minimum rent will be suspended until the Housing Authority determines whether the hardship is:

?? Covered by statute;
?? Temporary or long term.

"Suspension" means that the Housing Authority must not use the minimum rent calculation until the Housing Authority has made this decision.

During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

If the Housing Authority determines that the minimum rent is not covered by statute, the Housing Authority will impose a minimum rent including payment for minimum rent from the time of suspension.

Temporary Hardship

If the Housing Authority determines that the hardship is temporary, a minimum rent will not be imposed for a period of up to ninety (90) days from the date of the family's request. At the end of the temporary suspension period, a minimum rent will be imposed retroactively to the time of suspension.

The Housing Authority will offer a repayment agreement to the family for any such rent not paid during the temporary hardship period. (See Chapter 18, Owner and Family Debts to the Housing Authority in this Administration Plan for payment agreement policy).

Long-Term Duration Hardships

If the Housing Authority determines that there is a qualifying long-term financial hardship, the Housing Authority must exempt the family from the minimum rent requirements for as long as the hardship continues. The exemption from minimum rent shall apply from the first day of the month following the family's request for exemption.

Retroactive Determination

The Housing Authority will reimburse the family for any minimum rent charges which took effect after October 21, 1998, that qualified for one of the mandatory exceptions.
If the family is owed a retroactive payment, the Housing Authority will offset the family's future rent contribution payments by the amount in which the Housing Authority owes the family.

-D. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT [24 CFR 982.54(d)(10), 982.551]

The Housing Authority must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the Housing Authority must count the income of the spouse or the head of the household if that person is temporarily absent, even if that person is not on the lease.

"Temporarily absent" is defined as away from the unit for more than thirty (30) days Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The Housing Authority will evaluate absences from the unit using this policy.

Absence of Any Member

Any member of the household will be considered permanently absent if they are away from the unit for more than ninety (90) consecutive days except as otherwise provided in this chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the Housing Authority will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 days, the family member will not be considered permanently absent.
If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the Housing Authority's "Absence of Entire Family" policy later in this chapter.

Absence due to Full-time Student Status

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

A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent.

If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of voucher size.

Absence due to Incarceration

If the sole member is incarcerated for more than ninety (90) consecutive days, they will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if they are incarcerated for ninety (90) consecutive days in a twelve month period**.**

The Housing Authority will determine if the reason for incarceration is for drug-related or violent criminal activity.

Absence of Children due to Placement in Foster Care

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

If the time period is to be greater than twelve (12) months or recertification date, which ever is first, from the date of removal of the children, the voucher size will be reduced. If all children are removed from the home permanently, the voucher size will be reduced in accordance with the Housing Authority's subsidy standards.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the Housing Authority will terminate assistance in accordance with appropriate termination procedures contained in this Administrative Plan.

Families are required - to notify the Housing Authority and the owner before they move out of a unit and to give the Housing Authority information about any family absence from the unit.

Families must notify the Housing Authority at least thirty (30) days before leaving the unit or no less than fourteen (14) days after leaving the unit if they are going to be absent from the unit for more than thirty (30) consecutive days.

If the entire family is absent from the assisted unit for more than ninety (90) consecutive days, the unit will be considered to be vacated and the assistance will be terminated.

If it is determined that the family is absent from the unit, the Housing Authority will not continue assistance payments.

HUD regulations require the Housing Authority to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

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

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

?? Write letters to the family at the unit;
?? Telephone the family at the unit;
?? Interview neighbors;
?? Verify if utilities are in service; and/or
?? Check with the Post Office.

A person with a disability may request an extension of time as an accommodation, provided that the extension does not go beyond the HUD-allowed one hundred eighty (180) consecutive calendar days limit.

If the absence which resulted in termination of assistance was due to a person's disability, and the Housing Authority can verify that the person was unable to notify the Housing Authority in accordance with the family's responsibilities, and if funding is available, the Housing Authority may reinstate the family as an accommodation if requested by the family, as long as the period was within one hundred eighty (180) days.

Caretaker for Children

If neither parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the Housing Authority will treat that adult as a visitor for the first thirty (30) days.
If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the Housing Authority will review the status at ninety (90) day intervals. If custody or legal guardianship has not been awarded by the court, but the action is in process, the Housing Authority will secure verification from social services staff or the attorney as to the status.

If custody is awarded for a limited time in excess of stated period, the Housing Authority will state in writing that the transfer of the voucher is for that limited time or as long as they have custody of the children. The Housing Authority will use discretion as deemed appropriate in determining any further assignation of the voucher on behalf of the children.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made. The Housing Authority will transfer the voucher to the caretaker, in the absence of a court order, if the caretaker has been in the unit for more than six (6) months and it is reasonable to expect that custody will be granted.

When the Housing Authority approves a person to reside in the unit as caretaker for the children, the income should be counted pending a final disposition. The Housing Authority will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her them from the home for more than three (3) months, the person will be considered permanently absent.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than thirty (30) consecutive days without Housing Authority approval, or a total of thirty (30) days in a twelve (12) month period, will be considered to be living in the unit as an unauthorized household member.

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

Statements from neighbors and/or the landlord will be considered in making the determination.
Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

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

Minors and college students who were part of the family but who now live away from home during the school year and are no longer on the lease may visit for up to sixty (60) days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 182 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and Housing Authority
Reporting changes in household composition to the Housing Authority is both a HUD and a Housing Authority requirement.

The family obligations require the family to request Housing Authority approval to add any other family member as an occupant of the unit and to inform the Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing. If any new family member is added, the income of the additional member will be included in the family income as applicable under HUD regulations.

If the family does not obtain prior written approval from the Housing Authority, any person the family has permitted to move in will be considered an unauthorized household member.
In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the Housing Authority in writing within thirty (30) days of the maximum allowable time.

An interim reexamination will be conducted for any additions to the household.

In addition, the Housing Authority will require the family to obtain prior written approval from the owner when there are changes in family composition other than birth, adoption or court awarded custody.

Reporting Absences to the Housing Authority
Reporting changes in household composition is both a HUD and a Housing Authority requirement.

If a family member leaves the household, the family must report this change to the Housing Authority, in writing, within thirty (30) days of the change and certify as to whether the member is temporarily absent or permanently absent.

The Housing Authority will conduct an interim evaluation for changes which affect the Total Tenant Payment in accordance with the interim policy.

E. AVERAGING INCOME

When annual income cannot be anticipated for a full twelve (12) months, the Housing Authority may average known sources of income that vary to compute an annual income, or annualize current income and conduct an interim reexamination if income changes.

If there are bonuses or overtime which the employer cannot anticipate for the next twelve (12) months, bonuses and overtime received the previous year will be used.

If, by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so as to reduce the number of interim adjustments.
The method used depends on the regularity, source and type of income.

F. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to undergo an interim recertification every sixty (60) days.

Families that report zero income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc., by completing a Monthly Expenditure Report.

The Housing Authority will request credit checks for all adult members of families who report zero income. Where credit reports show credit accounts open and payments current, the Housing Authority will take action to investigate the possibility of fraud or program abuse (also see "Program Integrity Addendum").

If the family's expenses exceed their known income, the Housing Authority will make inquiry of the head of household as to the nature of the family's accessible resources.

G. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME [24 CFR 982.54(D)(10)]

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the Housing Authority will calculate the income by using the following methodology and use the income figure which would result in a lower payment by the family:

?? Exclude the income of the person permanently confined to the nursing home and give the family no deductions for medical expenses of the confined family member; or

?? Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

H. REGULAR CONTRIBUTIONS AND GIFTS [24 CFR 5.609]

Regular contributions and gifts received from persons outside the household are counted as income

for calculation of the Total Tenant Payment.

Any contribution or gift received every six (6) months or more frequently will be considered a "regular" contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7 Verification Procedures of this Administration Plan for further definition.)

If the family's expenses exceed its known income, the Housing Authority will inquire of the family regarding contributions and gifts.

I. ALIMONY AND CHILD SUPPORT [24 CFR 5.609]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the Housing Authority will use the amount awarded by the court unless the family can verify that they are not receiving the full amount and verification of item(s) below are provided.

The Housing Authority will accept verification that the family is receiving an amount less than the award if:

?? The Housing Authority receives verification from the agency responsible for enforcement or collection.

?? The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

?? It is the family's responsibility to supply a certified copy of the divorce decree.

J. LUMP-SUM RECEIPTS [24 CFR 5.609]

Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments such as unemployment or welfare assistance are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset. Deferred periodic payments which have accumulated due to a dispute will be treated the same as periodic payments which are deferred due to delays in processing.
In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

?? The Housing Authority uses a calculation method which calculates retroactively or prospectively depending on the circumstances.

?? The Housing Authority will calculate prospectively if the family reported the payment within thirty (30) days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

1. The entire lump-sum payment will be added to the annual income at the time of the interim.

2. The Housing Authority will determine the percent of the year remaining until the next annual recertification as of the date of the interim.

3. At the next annual recertification, the Housing Authority will apply the percentage balance to the lump sum and add it to the rest of the annual income.

4. The lump sum will be added in the same way for any interims which occur prior to the next annual recertification.

5. If amortizing the payment over one year will cause the family to pay more than forty percent (40%) of the family's adjusted income (before the lump sum was added) for Total Tenant Payment, the Housing Authority and family may enter into a payment agreement, with the approval of the Rental Assistance Manager or his/her designee, for the balance of the amount over the forty percent (40%) calculation. The beginning date for this Payment Agreement will start as soon as the one year is over.

Retroactive Calculation Methodology

The Housing Authority will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The Housing Authority will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due the Housing Authority.

The family has the choice of paying this "retroactive" amount to the Housing Authority in a lump sum. At the Housing Authority's option, the Housing Authority may enter into a payment agreement with the family. The amount owed by the family is a collectible debt even if the family becomes unassisted.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

K. CONTRIBUTIONS TO RETIREMENT FUNDS - ASSETS [24 CFR 5.603(d)]

Contributions to company retirement/pension funds are handled as follows:

?? While an individual is employed, count as assets only amounts the family can withdraw without retiring or terminating employment.

?? After retirement or termination of employment, count any amount the employee elects to receive as a lump sum.

L. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(d)(3)]

The Housing Authority must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The Housing Authority will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

The Housing Authority's minimum threshold for counting assets disposed of for less than Fair Market value is $1,000. If the total value of assets disposed of within a one-year period is less than $500, they will not be considered an asset.

M. CHILD CARE EXPENSES [24 CFR 5.603]

Child care expenses for children under thirteen (13) years old may be deducted from annual income if they enable an adult to work or attend school full time, or to actively seek employment.

In the case of a child attending private school, only after-hours care can be counted as child care expenses.

In cases where an adult family member is available to provide child care, child care expenses will not be allowed as a deduction unless there is a documented reason that the family member is unable to care for the child. Examples of those adult members who would be considered unable to care for the child include:

?? The abuser in a documented child abuse situation; or

?? A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowable deductions for child care expenses is based on the following guidelines:

Child Care to Work

The maximum child care expense allowed cannot exceed the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.

Child Care for School

The number of hours claimed for child care may not exceed the number of hours the family member is attending school, including reasonable travel time to and from school.

Amount of Expense

The Housing Authority will survey the local care providers in the community and collect data as a

guideline. If the hourly rate materially exceeds the guideline, the Housing Authority may calculate the allowance using the guideline.

N. MEDICAL EXPENSES [24 CFR 5.609(a)(2), 5.603]

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Non-prescription medicines and chiropractic must be doctor-recommended in order to be considered a medical expense.

Non-prescription medicines will be counted toward medical expenses for families who qualify if the family furnishes legible receipts.

O. PERORATIONS OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.520]

Applicability

Prorating of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Calculations for each housing program are performed on the HUD 50058 form.

P. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The Housing Authority will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

?? Fraud by a family member in connection with the welfare program;
?? Failure to participate in an economic self-sufficiency program; and/or
?? Noncompliance with a work activities requirement.

However, the Housing Authority will reduce the rental contribution if the welfare assistance reduction is a result of:

?? The expiration of a lifetime time limit on receiving benefits;

?? A situation where a family member has not complied with other welfare agency requirements; and/or

?? A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time

limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

Verification Before Denying a Request to Reduce Rent

The Housing Authority will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance with economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction.

The welfare agency, at the request of the Housing Authority, will inform the Housing Authority of:

?? A mount and term of specified welfare benefit reduction for the family;
?? Reason for the reduction; and
?? Subsequent changes in term or amount of reduction.

Q. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT PAYMENTS [24 CFR 982.153, 982.517]

When funding is available, the HACSJ will provide families an allowance for tenant paid utilities. The same Utility Allowance Schedule is used for all tenant-based programs.

The utility allowance is intended to cover the cost of utilities not included in the rent. The allowance is based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. Allowances are not based on an individual family's actual energy consumption.

The Housing Authority's utility allowance schedule, and the utility allowance for an individual family, must include the utilities and services that are necessary in the locality to provide housing that complies with the housing quality standards.

The Housing Authority may not provide any allowance for non-essential utility costs, such as costs of cable or satellite television.

The Housing Authority must classify utilities in the utility allowance schedule according to the

following general categories: space heating, air conditioning, cooking, water heating, water, sewer, trash collection, other electric, refrigerator (for tenant-supplied refrigerator), range (for –tenant-supplied range); and other specified services.

A tenant-paid air conditioning allowance will be provided throughout our jurisdiction. The air conditioning allowance will only be granted to families in the area when the Housing Authority has confirmed that the unit actually has an air conditioner in the unit.

The Housing Authority will review the utility allowance schedule annually. If the review finds a utility rate has changed by ten percent (10%) or more since the last revision of the utility allowance schedule, the schedule will be revised to reflect the new rate. Revised utility allowances will be applied in a participant family's rent calculation at their next reexamination.
The approved utility allowance schedule is given to families along with their voucher. The utility allowance is based on the actual unit size selected.
-Where the calculation on the HUD 50058 results in a utility reimbursement payment due the family, the Housing Authority will provide a utility reimbursement payment for the family each month. The check will be made out directly to the tenant.

Chapter 7

VERIFICATION PROCEDURES

[24 CFR Part 5, Subparts B, D, E and F; 24 CFR 982.158; 24 CFR 5.617]

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment- be verified by the Housing Authority. Housing Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain.

Applicants and program participants must provide true and complete information to the Housing Authority whenever information is requested. The Housing Authority's verification requirements are designed to maintain program integrity. This chapter explains the Housing Authority's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and changes in family composition. The Housing Authority will obtain proper authorization from the family before requesting information from independent sources.

A. METHODS OF VERIFICATION AND TIME ALLOWED [24 CFR 982.516]

The Housing Authority will verify information through the four methods of verification acceptable to HUD in the following order:

1. **Third-Party Written:** The Housing Authority's first choice is a written third-party verification to substantiate claims made by an applicant or resident.

2. **Third-Party Oral:** The Housing Authority may also use telephone verifications.

3. **Review of Documents:** The Housing Authority will review documents, when relevant, to substantiate the claim of an applicant or resident.

4. **Certification/Self-Declaration:** An affidavit, certification, or statement made under penalty of perjury, and witnessed by the Housing Authority.

The Housing Authority will allow two (2) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method. The Housing Authority will document the file as to why third-party written verification was not used.

For applicants, verifications may not be more than sixty (60) days old at the time of voucher issuance. For participants, they are valid for one-hundred twenty (120) days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third-party verification forms will not be hand carried by the family under any circumstances.

The Housing Authority will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

?? Social Security Administration
?? Veterans Administration
?? Welfare Assistance
?? Unemployment Compensation Board
?? City or County Courts

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a "Certification of Document Viewed" or "Person Contacted Form", noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the Housing Authority will compare the information to any documents provided by the family. If provided by telephone, the Housing Authority must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within two (2) weeks, the Housing Authority will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a "Certification of Document Viewed" or "Person Contacted Form".

The Housing Authority will accept the following documents from the family provided that the document is such that tampering would be easily noted:

?? Printed wage stubs
?? Computer print-outs from the employer
?? Signed letters (provided that the information is confirmed by phone)
?? Other documents noted in this chapter as acceptable verification

The Housing Authority will accept faxed documents. The Housing Authority will accept photo copies provided the information is confirmed over the phone.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Housing Authority will utilize the third party verification.

The Housing Authority will not delay the processing of an application beyond thirty (30) days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means certification or statement under penalty of perjury and must be witnessed.

Self-certification will not be permitted for situations qualifying a family for a local preference, such as involuntarily displaced family, and substandard housing. Third-party certification will be required during the application process.

B. RELEASE OF INFORMATION [24 CFR 5.230]

The family will be required to sign the HUD 9886 Release of Information/Privacy Act form. In addition, family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information/Privacy Act Notice.

Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the Housing Authority or HUD.

C. COMPUTER MATCHING 24 CFR 5.234

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

The Housing Authority will utilize the HUD established computer-based Tenant Assessment Sub-System (TASS) for obtaining Social Security Benefits, Supplemental Security Income, benefit history and tenant income discrepancy reports from the Social Security Administration.

When established, the Housing Authority will utilize the HUD computer-based Upfront Income Verification (UIV) system to obtain Social Security benefits, Supplemental Security Income, State Wage information, TANF, credit bureau, and IRS information.

When computer matching results in a discrepancy with information in the Housing Authority records, the Housing Authority will follow up with the family and verification sources to resolve this discrepancy. If the family has unreported or underreported income, the Housing Authority will follow the procedures in the Program Integrity Addendum of this Administrative Plan.

D. ITEMS TO BE VERIFIED [24 CFR 982.516]

The following items will be verified:

?? All income not specifically excluded by the regulations.

?? Zero-income status of household.

?? Zero income applicants and residents will be required to complete a family expense form at each certification or recertification.

?? Full-time student status including high school students who are 18 or over.

?? Current assets including assets disposed of for less than fair market value in preceding two years.

?? Child care expense where it allows an adult family member to be employed or to further his/her education.

?? Total medical expenses of all family members in household whose head or spouse is elderly or disabled.

?? Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.

?? Disability for determination of preferences, allowances or deductions.

?? U.S. citizenship/eligible immigrant status.

?? Social Security numbers for all family members over 6 years of age or older who have been issued a social security number.

?? "Preference" status, based upon Housing Authority preferences.

?? Familial or marital status when needed for head or spouse definition.

Verification of Reduction in Benefits for Noncompliance
The Housing Authority will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

E. VERIFICATION OF INCOME [24 CFR 982.516]

This section defines the methods the Housing Authority will use to verify various types of income.

Employment Income
Verification forms request the employer to specify the:

?? Dates of employment

?? Amount and frequency of pay

?? Date of the last pay increase

?? Likelihood of change of employment status and effective date of any known salary increase during the next 12 months

?? Year-to-date earnings

?? Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification include, in this order:

1. Employment verification form completed by the employer.

2. Check stubs or earning statements, which indicate the employee's gross pay, frequency of pay or year-to-date earnings.

3. W-2 forms plus income tax return forms.

4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities. (For some self employment types, where there is the potential for substantial income, self-certification should be unacceptable)

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income.

In cases where there are questions about the validity of information provided by the family, the Housing Authority will require the most recent federal income tax statements.

Where doubt regarding income exists, a referral to IRS for confirmation will be made on a case-by-case basis.

Social Security, Pensions, Supplemental Security Income (SSI), Disability Income
Acceptable methods of verification include, in this order:

5. Benefit verification form completed by agency providing the benefits.

6. Award or benefit notification letters prepared and signed by the providing agency.

7. Computer report electronically obtained or in hard copy.

Unemployment Compensation
Acceptable methods of verification include, in this order:

8. Verification form completed by the unemployment compensation agency.

9. Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.

10. Payment stubs.

Welfare Payments or General Assistance

Acceptable methods of verification include, in this order:

11. Housing Authority verification form completed by payment provider.

12. Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.

13. Computer-generated Passport to Services and/or Notice of Action.

14. Computer-generated list of recipients from. the Human Services Agency

Alimony or Child Support Payments
Acceptable methods of verification include, in this order:

15. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.

16. A letter from the person paying the support.

17. Copy of latest check and/or payment stubs from court trustee. The Housing Authority must record the date, amount, and number of the check.

18. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

?? A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

?? A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

?? A notarized affidavit from the family indicating the amount(s) received.

?? A welfare notice of action showing amounts received by the welfare agency for child support.

?? A written statement from an attorney certifying that a collection or enforcement action has been filed.

Net Income from a Business
In order to verify the net income from a business, the Housing Authority will view IRS and financial documents from prior years and use this information to anticipate the income for the next twelve (12) months.

Acceptable methods of verification include:

?? IRS Form 1040, including:
?? Schedule C (Small Business)
?? Schedule E (Rental Property Income)
?? Schedule F (Farm Income)

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

?? Audited or unaudited financial statement(s) of the business.

?? Credit report or loan application.

?? Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next twelve (12) months. The family will be advised to maintain these documents in the future if they are not available.

?? Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/participant is operating a “cash and carry” operation (which may or may not be licensed), the Housing Authority will require that the applicant/participant complete a form for each customer which indicates: name of person(s) whose child (children) is/are being cared for, phone number, number of hours child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

The Housing Authority may conduct interim reevaluations every ninety (90) days and require the participant to provide a log with the information about customers and income.

If child care services were terminated, a third-party verification may be sent to the parent whose child was cared for.

Recurring Gifts

The family must furnish a self-certification which contains the following information:

?? The person who provides the gifts;

?? The value of the gifts;
?? The regularity (dates) of the gifts; and
?? The purpose of the gifts.

Zero Income Status
Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

The Housing Authority will request information from the State Employment Development Department and the IRS.

The Housing Authority may run a credit report if information is received that indicates the family has an unreported income source.

The family will be required to complete a "Monthly Expenditure Form".

Full-time Student Status
Only the first $480 of the annual earned income of full-time students, other than head, co-head, or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full-time students is not counted towards family income.

Verification of full-time student status includes:

?? Written verification from the registrar's office or other school official.

?? School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS [24 CFR 982.516]

Checking/Savings Account Interest Income and Dividends
Acceptable methods of verification include, in this order:

1. Account statements, passbooks, certificates of deposit, or Housing Authority verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the Housing Authority must adjust the information to project earnings expected for the next twelve (12) months.

Interest Income from Mortgages or Similar Arrangements
Acceptable methods of verification include, in this order:

4. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next twelve (12) months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

5. Amortization schedule showing interest for the twelve (12) months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family
Acceptable methods of verification include, in this order:

6. IRS Form 1040 with Schedule E (Rental Income).

7. Copies of latest rent receipts, leases, or other documentation of rent amounts.

8. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

9. Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS

Family Assets
The Housing Authority will require the information necessary to determine the current cash value of the family's assets (the net amount the family would receive if the asset were converted to cash).

Acceptable verification may include any of the following:

?? Verification forms, letters, or documents from a financial institution or broker.

?? Passbooks, checking/savings account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

?? Quotes from a stock broker or realty agent as to net amount family would receive if they liquidated securities or real estate.

?? Real estate tax statements if the approximate current market value can be deducted from assessment.

?? Financial statements for business assets.

?? Copies of closing documents showing the selling price and the distribution of the sales proceeds.

?? Appraisals of personal property held as an investment.

?? Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all certifications and recertifications, the Housing Authority will obtain the family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

If the family certifies that they have disposed of assets for less than fair market value, verification is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME [24 CFR 982.516]

Child Care Expenses

Written verification from the person who receives the payments is required. If the child care provider is an individual, they must provide a statement of the amount they are charging the family for their services.

Verifications must specify the child care provider's name, address, telephone number, Social Security number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.
Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses and Disability Assistance Expenses

Families who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

?? Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

?? Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

?? Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next twelve (12) months. A computer printout will be accepted.

Attendant Care Expenses

?? A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

?? Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

?? Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next twelve (12) months.

?? Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next twelve (12) months.

?? Receipts or other records of medical expenses incurred during the past twelve (12) months that can be used to anticipate future medical expenses. Housing Authority may use this approach for "general medical expenses" such as non-prescription drugs and regular visits to doctors or dentists, but not for a one time nonrecurring expense-.

The Housing Authority will use the standard mileage rate as published by the IRS, or cab fare, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

I. ASSISTANCE TO PERSONS WITH DISABILITIES [24 CFR 5.611(c)]

In All Cases

?? Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit them to be employed or to function sufficiently and independently or to enable another family member to be employed.

?? Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

Attendant Care

?? Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

?? Certification of family and attendant and/or copies of canceled checks family used to make payments.

Auxiliary Apparatus

?? Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

?? In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

J. VERIFYING NON-FINANCIAL FACTORS [24 CFR 5.617(b)(2)]

Verification of Legal Identity

In order to prevent program abuse, the Housing Authority will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered as acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required:

?? Certificate of birth, naturalization papers
?? Church issued baptismal certificate
?? Current valid driver's license
?? U.S. military discharge (DD 214)
?? U.S. Passport
?? Voter's registration
?? Company/agency identification card
?? Department of Motor Vehicles identification card
?? Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

?? Certificate of Birth
?? Adoption papers
?? Custody agreement
?? Health and Human Services ID
?? School records

If none of these documents can be provided, a third party who knows the person may, at the Housing Authority's discretion, provide a verification.

Verification of Marital Status

Verification of marriage status is a marriage certificate. Verification of a separation may be a copy of court-ordered maintenance or other records. Verification of divorce status will be a certified copy of the divorce decree, signed by a court officer.

Familial Relationships

Certification will normally be considered sufficient verification of family relationships. In cases where reasonable doubt exists, the family may be asked to provide verification.

The following verifications will always be required if applicable:

Verification of relationship:

?? Official identification showing names
?? Birth certificates
?? Baptismal certificates

Verification of guardianship:

?? Court-ordered assignment
?? Affidavit of parent

Verification from social services agency:

?? School records

Evidence of an established family relationship:

?? Joint bank accounts or other shared financial transactions
?? Leases or other evidence of prior cohabitation
?? Credit reports showing relationship

Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the Housing Authority will consider any of the following as verification:

?? Husband or wife institutes divorce action. Appropriate documentation from the court is required.

?? Husband or wife institutes legal separation. Appropriate documentation from the court is required.

?? Order of protection/restraining order obtained by one family member against another.

?? Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.

?? Statements from other agencies such as social services or a written statement from the landlord

or manager that the adult family member is no longer living at that location.

If the adult family member is incarcerated, a document from the court or correctional facility should be obtained stating how long they will be incarcerated.

If no other proof can be provided, the Housing Authority will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

Verification of Change in Family Composition
The Housing Authority may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability
Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, psychologist, therapist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status [24 CFR 5.508, 5.510,5.512, 5.514]
To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare their status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the Housing Authority hearing is pending.
Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

The Housing Authority will require citizens to provide documentation of citizenship.

Acceptable documentation will include at least one of the following original documents:

?? United States Birth Certificate
?? United States Passport
?? Resident alien/registration card
?? Social Security card
?? Other appropriate documentation as determined by the Housing Authority

Eligible immigrants who are 62 or over, are required to sign a declaration of eligible immigration status and provide proof of age.

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and

returned to the family. The Housing Authority verifies the status through the INS SAVE system. If this primary verification fails to verify status, the Housing Authority must request within ten (10) days that the INS conduct a manual search.

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination.

The Housing Authority will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family.

For family members added after other members have been verified, the verification occurs at the same time the member is added to the household or at the first recertification after the new member moves in.

Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial Housing Authority does not supply the documents, the Housing Authority must conduct the determination.

Extensions of Time to Provide Documents

The Housing Authority will grant an extension of thirty (30) days for families to submit evidence of eligible immigrant status.

Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

?? Alien Registration Receipt Card (I-151)
?? Arrival-Departure Record (I-94)
?? Temporary Resident Card (I-688)
?? Employment Authorization Card (I-688B)

Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

If the Housing Authority determines that a family member has knowingly permitted another individual who is not eligible for assistance to reside permanently in the family's unit, the family's assistance will be terminated for twenty-four (24) months, unless the ineligible individual has already been considered in prorating the family's assistance.

Verification of Social Security Numbers [24 CFR 5.216]

Social security numbers must be provided as a condition of eligibility for all family members age six (6) years and over if they have been issued a number. Verification of social security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her social security number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided are complete and accurate:

?? A driver's license

?? Identification card issued by a Federal, State or local agency

?? Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)

?? An identification card issued by an employer or trade union

?? An identification card issued by a medical insurance company

?? Earnings statements or payroll stubs

?? Bank statement

?? IRS Form 1099

?? Benefit award letters from government agencies

?? Retirement benefit letter

?? Life insurance policies

?? Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records

?? Verification of benefits or social security number from Social Security Administration

New family members ages six and older will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the Housing Authority.

If an applicant or participant is able to disclose the social security number but cannot meet the documentation requirements, the applicant or participant must sign a certification to that effect provided by the Housing Authority. The applicant/participant or family member will have an additional sixty (60) days to provide proof of the social security number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the Housing Authority may grant an extension for an additional sixty (60) days for a total of one hundred twenty (120) days. If, at the end of this time the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a reliable, knowledgeable professional.

Verification of a Local Preference

Documents will be accepted, as applicable, as proof of residency and veteran/active serviceperson status. Other situations that qualify a family for a local preference must be certified by a third-party.

K. VERIFICATION OF WAITING LIST PREFERENCES [24 CFR 982.207]-Local Preferences as determined by the Housing Authority:

Involuntary Displacement

Families who claim they are being or have been displaced due to either a disaster or government action:

?? Family to provide written verification by the displacing unit or agency of government, or by a service agency such as the Red Cross.

Families who claim they are being or have been displaced because of actions taken by the owner/agent of the unit the family is renting:

?? Family to provide notification by owner to family of the action, written verification by the owner or agent, or documents such as sales agreements, foreclosure notices or building permits.

Families who claim they are being or have been displaced due to domestic violence:

?? Family to provide written verification from police, social service agency, court, clergy person, physician, and/or public or private facility giving shelter and/or counseling to victims. Verification must be obtained (from a landlord or other source) that the abuser still resides at the unit.

?? The family must certify that the abuser will not return to the household without the advance written approval of the Housing Authority. Before giving approval, the Housing Authority will require verification of the following:

✍ That the family members involved have been through a counseling program and the service provider believes that reconciliation is likely.

✍ Statement from social worker, psychologist, or other professional familiar with the abuser that they have received counseling/treatment and is unlikely to continue the abuse.

✍ Statement from local law enforcement agency that no complaints have been filed since the date of the preference approval.

Families who claim they have been or are about to be displaced to avoid reprisals for providing information to assist police in a criminal investigation**:**

?? Certification of threat assessment by a law enforcement agency.
?? Oral or written recommendation from law enforcement agency or HUD.

Families who claim to be displaced by hate crimes:

?? Written statement from law enforcement agency, HUD, Fair Housing or other agency responsible for non-discrimination advocacy. The statement should contain approximate number of occurrences and date of last occurrence.

Displacement by inaccessibility of unit:
?? A statement from the owner of the critical elements that are inaccessible, and that the owner is not going to make the needed modifications, or permit the family to make the modifications.

?? An inspection by the Housing Authority to verify inaccessibility of critical elements.

?? Statement from the owner of the building that the accommodations required will not be made.

?? If the owner permits the tenant to make the modifications, verification that the family cannot afford the expense.

Displacement by HUD disposition of a project:

?? Written verification from HUD.

Determination of Standard Replacement Housing:

?? Inspection by a Housing Authority inspector and/or certification by landlord.

Living in Substandard Housing:
Families who claim to be living in a substandard housing unit:

?? Written verification by a government agency.
?? Housing Authority inspection
?? Landlord's statement of unit condition
?? Inspection form completed and certified by family head of household

"Homeless" Families:
Written certification by a public or private facility providing shelter, the police, or a social services agency.

The Housing Authority designates agencies for this purpose (any suitable agency may verify).

Prior to processing the application, the Housing Authority requires a second certification from the same source that the applicant is not yet permanently housed and has been continuously homeless or temporarily housed since claiming the preference.

A Housing Authority inspector may verify that the applicant is living in a place not normally used for human habitation.

If a family is in transitional housing and wishes the Housing Authority to hold the family's place on the waiting list, a statement is required from the agency providing the transitional housing.

Rent Burden. Paying more than fifty percent (50%) of income for rent:
Families will be required to verify their income, the amount of rent and utilities they are obligated to pay, and the period of time they have been residing in the unit.

Families must furnish copies of rental receipts/the lease/canceled checks/money orders

The Housing Authority may contact the landlord directly by mail or telephone

The Housing Authority compares the address with addresses used on other documents in the file

In cases where the family pays rent to a co-renter or sublets the unit, the Housing Authority requires a certification from the person who receives the money from the applicant, and verification from the owner that the family resides in the unit

If there is no lease or occupancy agreement and the family is receiving public assistance, the Housing Authority may verify the amount of rent and address of the unit with the appropriate social service agency.

If there is no lease or occupancy agreement, and the family is not receiving public assistance, the Housing Authority will require receipts and other forms of identification which indicate the residence. Such documents include receipts, telephone bills, utility bills, driver's license, and school records.

To verify the amount due to amortize the purchase price of a manufactured home, copies of the most recent payment receipts, canceled checks or money order receipts, or a copy of the current purchase agreement.

At the family's option, the Housing Authority can use either the actual cost of utilities or the Housing Authority's Section 8 existing utility allowance schedule. To verify the amount the family actually paid for utilities not included in the rent (if the Section 8 Utility Allowance Schedule is not used):

?? Copies of receipts, canceled checks, bills showing previous utility payments
?? Written verification of consumption costs directly from the utility or service supplier
?? Verification must be provided for a minimum period of six (6) months
?? Documentation of the amount of rent due must be provided for a period of three (3) months.

Residency Preference

For families who live, work or have been hired to work in the jurisdiction of the Housing Authority. In order to verify that an applicant is a resident, the Housing Authority will require a minimum of three (3) of the following documents: rent receipts, leases, utility bills, employer or agency records, school records, driver's license, voter's registration records, credit reports, statement from household with whom the family is residing.

For families who have been hired to work in jurisdiction of the Housing Authority, a statement from the employer will be required.

Veterans Preference

This preference is available to current members of the U.S. Military Armed Forces, veterans, or surviving spouses of veterans.
The Housing Authority will require U.S. government documents which indicate that the applicant

qualifies under the above definition.

Working Preference
This preference is available for families with at least one member who is employed or to families whose head or spouse is elderly or disabled. The Housing Authority will require a statement from the employer.

Educational/Training participants
This preference is available for families who are graduates of or participants in educational or training programs designed to prepare the individual for the job market. The Housing Authority will require a statement from the agency or institution providing the education or training.

Disability Preference
This preference is available for families with a member who has a disability as defined in this Administrative Plan.

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

Award letter or other proof of eligibility for Social Security Disability or Supplemental Security Income will be acceptable.

Chapter 8

VOUCHER ISSUANCE AND BRIEFINGS

[24 CFR 982.301, 982.302]

INTRODUCTION

The Housing Authority's goals and objectives are designed to assure that families selected to participate are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient knowledge and information regarding the program and how to achieve maximum benefit while complying with program requirements. When eligibility has been determined, the Housing Authority will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, Housing Authority procedures, and how to lease a unit. The family will also receive a briefing packet which provides more detailed information about the program including the benefits of moving outside areas of poverty and minority concentration. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF VOUCHERS [24 CFR 982.204(d), 982.54(d)(2)]

When funding is available, the Housing Authority will issue vouchers to applicants whose eligibility has been determined. The number of vouchers issued must ensure that the Housing Authority stays as close as possible to 100 percent (100%) lease-up. The Housing Authority performs a monthly calculation electronically to determine whether vouchers can be issued.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE [24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups and individual meetings. Families who attend group briefings and still have the need for individual assistance will be referred to - the Applications Compliance Supervisor or his/her designee.
Briefings will be conducted in English.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The Housing Authority will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend two (2) scheduled briefings, without prior notification and approval of the Housing Authority, may be denied admission based on failure to supply information needed for certification. The Housing Authority will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet [24 CFR 982.301(b)]

The documents and information provided in the briefing packet for the voucher program will comply with all HUD requirements. The Housing Authority also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

1. The term of the voucher, and the Housing Authority policy for requesting extensions or suspensions of the voucher (referred to as tolling).

2. A description of the method used to calculate the housing assistance payment for a family, including how the Housing Authority determines the payment standard for a family; how the Housing Authority determines the maximum allowable rent for an assisted unit, including the rent reasonableness standard; and how the Housing Authority determines total tenant payment for a family and information on the payment standard and utility allowance schedule.

3. The jurisdiction where the family may lease a unit. For a family that qualifies to lease a unit

outside the Housing Authority jurisdiction under portability procedures, the information must include an explanation of how portability works.

4. The HUD required Tenancy Addendum, which must be included in the lease.

5. The "Request for – Tenancy Approval Form" and a description of the procedure for requesting approval for a unit.

6. A statement of the Housing Authority policy on providing information about families to prospective owners.

7. The Housing Authority subsidy standards including when and how exceptions are made and how the voucher size relates to the unit size selected.

8. The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.

9. The HUD brochure on lead-based paint entitled "Protect Your Family From Lead in Your Home".

10. Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The Housing Authority will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines. The Housing Authority will give participants who claim discrimination a copy of HUD form 903 to file a complaint.

11. A list of landlords or other parties willing to lease to assisted families or help in the search and known units available for the voucher issued. The list includes landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

12. If the family includes a person with disabilities, notice that the Housing Authority will provide assistance in locating accessible units and a list of available accessible units known to the Housing Authority.

13. The family obligations under the program.

14. The grounds on which the Housing Authority may terminate assistance for a participant family because of family action or failure to act.

15. Housing Authority informal hearing procedures including when the Housing Authority is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

16. Information packet including an explanation of how portability works, including a list of neighboring housing agencies with the name, address and telephone number of a portability contact person at each for use by families who move under portability.

17. Information regarding the Housing Authority's outreach program which assists families who are interested in, or experiencing difficulty in obtaining available housing units in areas outside of minority concentrated locations.

18. A list of properties or property management organizations that own or operate housing units outside areas of poverty or minority concentration.

19. An Owner's Handbook, an HQS checklist and sample contract.

20. Procedures for notifying the Housing Authority and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

21. The family's rights as a tenant and as a program participant.

22. Requirements for reporting changes between annual re-certifications.

23. Information on security deposits and legal referral services.

24. Exercising choice in residency.

25. Choosing a unit carefully and only after due consideration.

26. The Family Self Sufficiency program and its advantages.

27. -If the family includes a person with disabilities, the Housing Authority will ensure compliance with 24 CFR 8.6 to ensure effective communication.

Move Briefing

Appropriate information will be provided to participants who will be reissued a voucher to move, and who have been recertified within the last one hundred twenty (120) days, and have given notice of intent to vacate to their landlord. This briefing may include incoming portable families.

Owner Briefing

Briefings are held for owners as needed. Prospective owners are also welcome at the tenant briefing. The purpose of the briefing is to assure successful owner participation in the program. The briefing covers the responsibilities and roles of the three parties.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the Housing Authority will provide assistance to families who wish to do so.

The Housing Authority will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration.

The assistance provided to such families includes:

?? Providing families with a search record form to gather and record information
?? Direct contact with landlords
?? Counseling with the family
?? Providing information about services in various non-impacted areas
?? Formal or informal discussions with landlord groups
?? Formal or informal discussions with social service agencies
?? Meeting with rental referral companies or agencies
?? Meeting with Fair Housing groups or agencies

D. SECURITY DEPOSIT REQUIREMENTS [24 CFR 982.313]

The owner is not required to but may collect a security deposit from the tenant. Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law.)

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

E. TERM OF VOUCHER [24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher which represents a contractual agreement between the Housing Authority and the family specifying the rights and responsibilities of each party. It does not constitute admission to the program which occurs when the lease and contract become effective.

The voucher is valid for a period of at least sixty (60) calendar days from the date of issuance. The family must submit the Request for – Tenancy Approval (RTA) and Lease/Rental Agreement within the sixty (60) day period unless an extension has been granted by the Housing Authority.

Extensions

The Housing Authority may extend the voucher in one or more increments. Unless approved by the Rental Assistance Manager or his/her designee, no more than two (2) extensions of sixty (60) days or less will be granted and never for a total of more than one hundred twenty (120) days. If as a reasonable accommodation, the family needs an extension in excess of one hundred twenty (120) days, the Housing Authority will request such approval from the HUD field office.

A family must submit a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher.

Extensions are permissible at the discretion of the Housing Authority up to a maximum of an additional sixty (60) days primarily for these reasons:

?? Extenuating circumstances such as hospitalization or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial sixty (60) day period (verification is required).

?? The Housing Authority is satisfied that the family has made a reasonable effort to locate a unit, including seeking the assistance of the Housing Authority, throughout the initial sixty (60) day period. A completed search record is required.

?? The family was prevented from finding a unit due to disability accessibility requirements or a large size 5 bedroom unit requirement. The Search Record is part of the required verification.

Expirations

If the voucher has expired, and has not been extended by the Housing Authority or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Tolling Days

When a – RTA– is received, the Housing Authority will deduct the number of days required to process the request from the sixty (60) day term of the voucher.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the Housing Authority office to request assistance. Voucher holders will be notified at their briefing session that the Housing Authority periodically updates the listing of available units and how the updated list may be obtained.

The Housing Authority will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

After the first thirty (30) days of the search, the family is required to maintain a search record and report to the Housing Authority every fourteen (14) days.

F. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS [24 CFR 982.315]

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the -Rental Assistance Manager shall consider the following factors to determine which of the families will continue to be assisted:

?? Which of the two new family units has custody of dependent children.

?? Which family member was the head of household when the voucher was initially issued (listed on the initial application).

?? The composition of the new family units, and which unit contains elderly or disabled members.

?? Whether domestic violence was involved in the breakup.

?? Which family members remain in the unit.

?? Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the Housing Authority will terminate assistance on the basis of failure to provide information necessary for a recertification.

G. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER [24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the Housing Authority to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the family.

In order for a minor child to continue to receive assistance as a remaining family member:

?? The court has to have awarded emancipated minor status to the minor.

?? The Housing Authority has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child(ren) for an indefinite period.

?? A reduction in family size may require a reduction in the voucher family unit size.

Chapter 9

REQUEST FOR APPROVAL OF TENANCY AND CONTRACT EXECUTION

[24 CFR 982.302]

INTRODUCTION [24 CFR 982.305(a)]

The Housing Authority's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The Housing Authority's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the Housing Authority, or outside of the Housing Authority's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payment Contract with the Housing Authority. This chapter defines the types of eligible housing, the Housing Authority's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of -the Request for Tenancy Approval (RTA).

LEASE PROVISIONS 24 CFR 982.309

Effective October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) made permanent the 90-day owner termination and endless lease requirements. Housing Authority's are no longer limited to the use of the endless lease exclusively. Owners may now choose from the following options, but the initial lease term must be at least 12 months:

?? Owners can elect to have an indefinite extension of the initial term (the endless lease). This option allows the owner to only terminate tenancy during the term of the lease by instituting court action; or

?? Owners can elect fixed, definite extensions of the initial term, such as month-to-month or year-to-year. This option allows the owner to terminate tenancy without cause at the end of the initial term or any subsequent term.

The Housing Authority may approve a shorter initial lease term if the Housing Authority determines that:

?? Such shorter term would improve housing opportunities for the tenant; and

?? Such shorter term is the prevailing local market practice.

A. REQUEST FOR - TENANCY APPROVAL (RTA) [24 CFR 982.302, 982.305(b)]

The – RTA and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the - RTA in the form and manner required by the Housing Authority.

The - RTA must be signed by both the owner and voucher holder.

The Housing Authority will not permit the family to submit more than one - RTA at a time.

The Housing Authority will review the proposed lease and the – RTA documents to determine whether or not they are approvable. The request will be approved if:

?? The unit is an eligible type of housing

?? The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan)

?? The rent is reasonable and approvable (see section G of this chapter)

?? The security deposit is approvable in accordance with any limitations in this Administrative Plan.

?? The proposed lease complies with HUD and Housing Authority requirements (See –" section C of this chapter -).

?? The owner is approvable, and there are no conflicts of interest (See Chapter 16, "Owner Disapproval and Restriction" -).

In addition to the above, at the time a family initially receives assistance (new admissions and moves), if the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed forty percent (40%) of the family monthly adjusted income (see Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards" -).

Disapproval of -(RTA)

If the Housing Authority determines that the - RTA cannot be approved for any reason, the landlord and the family will be notified in writing. The Housing Authority will instruct the owner and family of the steps that are necessary to approve the request.

The owner will be given thirty (30) calendar days to submit an approvable – RTA from the date of disapproval.

- If for any reason the – RTA is not approved, the Housing Authority will furnish another – RTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]

The Housing Authority will approve any of the following types of housing in the voucher program:

?? All structure types can be utilized.

?? Manufactured homes where the tenant leases the mobile home and the pad.

?? Manufactured homes where the tenant owns the mobile home and leases the pad.

?? Units owned (but not subsidized) by the Housing Authority (following HUD-prescribed requirements).

A family can own a rental unit but cannot reside in it while being assisted, except in the case when the tenant owns the mobile home and leases the pad. – Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The Housing Authority will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. The Housing Authority may not permit a voucher holder to lease a unit which is receiving Project-Based Section 8 assistance or any duplicative rental subsidies.

C. LEASE REVIEW [24 CFR 982.308]

The Housing Authority will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State and local law. The tenant also must have legal capacity

to enter a lease under State and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the -(RTA).

The family and owner must submit a standard form lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with State and local law. The lease must specify:

?? The names of the owner and tenant.

?? The address of the unit rented (including apartment number, if any).

?? The amount of the monthly rent to owner.

?? The utilities and appliances to be supplied by the owner.

?? The utilities and appliances to be supplied by the family.

?? The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.

Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

The lease must provide that drug-related criminal activity engaged in by the tenant, any household member, or any guest on or near the premises, or any person under the tenant's control on the premises is grounds to terminate tenancy.

The lease must also provide that owner may evict family when the owner determines that:

?? Any household member is illegally using a drug; or
?? A pattern of illegal use of drug by any household member interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

The lease must provide that the following types of criminal activity by a "covered person" are grounds to terminate tenancy:

?? Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises);

?? Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or

?? Any violent criminal activity on or near the premises by a tenant, household member, or guest;

or

?? Any violent criminal activity on the premises by any other person under the tenant's control.

The lease must provide that the owner may terminate tenancy if a tenant is:

?? Fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees); or

?? Violating a condition of probation or parole imposed under Federal or State law.

House rules of the owner may be attached to the lease as an addendum, provided they are approved by the Housing Authority to ensure they do not violate any fair housing provisions and do not conflict with the tenancy addendum.

Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the lease for a unit:

?? The Housing Authority has inspected the unit and has determined that the unit satisfies the HQS;

?? The Housing Authority has determined that the rent charged by the owner is reasonable;

?? The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum;

?? The Housing Authority has approved leasing of the unit in accordance with program requirements; and

?? When the gross rent exceeds the applicable payment standard for the family, the Housing Authority must determine that the family share (total family contribution) will not be more than forty percent (40%) of the family's monthly adjusted income.

D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the Housing Authority.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the Housing Authority. If agreements are entered into at a later date, they must be approved by the Housing Authority and attached to the lease.

The Housing Authority will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

E. INITIAL INSPECTIONS [24 CFR 982.305(a) & (b)]

See Chapter 10, "Housing Quality Standards and Inspections" -this Administrative Plan.

F. RENT LIMITATIONS [24 CFR 982.507]

The Housing Authority will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the Housing Authority, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the Housing Authority with information requested on rents charged by the owner on the premises or elsewhere.

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the Housing Authority.

G. DISAPPROVAL OF PROPOSED RENT [24 CFR 982.502]

In any of the programs, if the proposed contract rent is not reasonable and at the family's request, the Housing Authority will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than forty percent (40%) of the family's monthly adjusted income, the Housing Authority will negotiate with the owner to reduce the

rent to an affordable rent for the family.

At the family's request, the Housing Authority will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the Housing Authority will continue processing the RTA - -. If the revised rent involves a change in the provision of utilities, a new RTA and lease must be submitted by the owner.

If the owner does not agree on the rent to owner after the Housing Authority has tried and failed to negotiate a revised rent, the Housing Authority will inform the family and owner that the lease is disapproved.

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)]

In accordance with HUD requirements, the Housing Authority will furnish prospective owners with the -the family's current address as shown in the Housing Authority's records and, if known to the Housing Authority, the name and address of the landlord at the family's current and prior address.

The Housing Authority will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The Housing Authority will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the Housing Authority's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The Housing Authority will provide documented information regarding tenancy history for the past two (2) years to prospective landlords, upon written request from the landlord (if such information is available to the Housing Authority).
The Housing Authority will provide the following information, based on documentation in its possession:

?? Eviction history
?? Damage to rental units

The information will be provided orally and/or in writing.

Only the - Rental Assistance Manager and Compliance Supervisors may provide this information. The Housing Authority's policy on providing information to owners is included in the briefing packet

and will apply uniformly to all families and owners.

I. OWNER DISAPPROVAL [24 CFR 982.306]

See Chapter 16, "Owner Disapproval and Restriction."

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the total family share prior to the effective date of the Housing Assistance Payment (HAP) contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, the Housing Authority need not obtain new verifications before signing the HAP Contract, even if verifications are more than sixty (60) days old.

K. CONTRACT EXECUTION PROCESS [24 CFR 982.305(c)]

The Housing Authority prepares the - HAP for execution. The family and the owner will execute the lease agreement, and the owner and the Housing Authority will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents. The Housing Authority will retain a copy of all signed documents.

The Housing Authority makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following Housing Authority representatives are authorized to execute a contract on behalf of the Housing Authority:
-Rental Assistance Manager-Compliance Supervisors
Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address.

Owners must provide an Employer Identification number or Social Security number. The owner must provide a home telephone number and business number if applicable. A driver's license or other photo identification may be requested.

Owners must also submit proof of ownership of the property, such as a Grant Deed or Tax Bill, and a copy of the Management Agreement if the property is managed by a management agent.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The Housing Authority will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

L. CHANGE IN OWNERSHIP

See Chapter 16, Owner Disapproval and Restriction -.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards ("HQS") are the HUD minimum quality standards for tenant-based programs. HQS – are required both at initial occupancy and during the term of the lease. HQS applies to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The Housing Authority will inspect each unit under contract at least annually. The Housing Authority will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by Section Eight Management Assessment Program (SEMAP) annually to maintain the Housing Authority's required standards and to assure consistency in the Housing Authority's program. This chapter describes the Housing Authority's procedures for performing HQS and other types of inspections, and Housing Authority standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term HQS in this Administrative Plan refers to the combination of both HUD and Housing Authority requirements. (See the additions to HQS listed under Section F, "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

A. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

The Housing Authority has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

All units must meet the minimum standards set forth in the City of Stockton Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The Housing Authority will not promote any additional acceptability criteria which is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the - RTA) to have the utilities turned on. The Inspector will schedule a re-inspection.

If the tenant is responsible for supplying the stove and/or the refrigerator, the stove and refrigerator must be placed in the unit before the inspection.

There are four types of inspections the Housing Authority will perform:

1. Initial/Move-in: Conducted upon receipt of Request - Tenancy Approval.
2. Annual: Must be conducted within twelve months of the last annual inspection.
3. Special/Complaint: At the request of owner, family, an agency or a third-party.
4. Quality Control.

B. INITIAL HQS INSPECTION [24 CFR 982.401(a) , 982.305(b)(2)]

Timely Initial HQS Inspection

The Housing Authority will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 days unless the Housing Authority determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The Housing Authority will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.
The Housing Authority will periodically review the average time required for a family and owner to have a unit inspected from the time the – RTA is submitted by the family and owner to the Housing Authority.

If the Housing Authority determines after a review of files that the average time for a family and owner to obtain an initial inspection is longer than 15 days, the Housing Authority will review staffing needs relevant to HQS inspection.

The initial inspection will be conducted to:

?? Determine if the unit and property meet the HQS defined in this Administrative Plan.

?? Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

?? Document the information to be used for determination of rent-reasonableness.

?? If the unit fails the initial Housing Quality Standards HQS inspection, the family and owner will be advised to notify the Housing Authority once repairs are completed.

On an initial inspection, the owner will be given up to thirty (30) days to correct the items noted as fail, at the inspector's discretion, depending on the amount and complexity of work to be done.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed re-inspections has occurred, the family must select another unit. The owner will be allowed up to two (2) re-inspections for repair work to be completed.

C. ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The Housing Authority conducts an inspection in accordance with Housing Quality Standards at least annually, –, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

HQS deficiencies which cause a unit to fail must be corrected by the landlord, unless it is a deficiency for which the tenant is responsible.

The family must allow the Housing Authority to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Inspections will be conducted on business days only. Reasonable hours to conduct an inspection are between 7:00 a.m. and 5:00 p.m. The Housing Authority will notify the family in writing or by phone at least 24 hours prior to the inspection.

The family and owner are notified of the date and time of the inspection appointment by mail and/or phone. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within thirty (30) days.

If the family does not contact the Housing Authority to reschedule the inspection, or if the family misses two (2) inspection appointments, the Housing Authority will consider the family to have violated a family obligation and their assistance will be terminated in accordance with the termination procedures in the Administrative Plan.

The family and owner are provided a notice of the re-inspection appointment by mail. If the family is not at home for the re-inspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of

owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a family obligation to allow the Housing Authority to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance" –) of this Administrative Plan, they will be advised of their responsibility to correct.

Time Standards for Repairs

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification (see Emergency Repair Items section g).

For non-emergency items, repairs must be made within 30 days.

For major repairs, the - Inspector may approve an extension beyond 30 days.

Rent Increases

Rent to owner increases - will not be approved if the unit is in a failed condition.

D. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies the Housing Authority that the unit does not meet Housing Quality Standards, the Housing Authority will conduct an inspection.

The Housing Authority may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The Housing Authority will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within one hundred twenty (120) days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

Quality Control inspections will be performed by the – Rental Assistance Manager or Compliance Supervisor on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior three (3) months), a cross-section of neighborhoods, and a cross-section of inspectors.

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]

The Housing Authority adheres to the acceptability criteria in the program regulations with local

codes and the additions described below:

Local Codes [24 CFR 982.401(a)(4)]

<u>Additions</u>

Walls:

?? In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

?? Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Windows:

?? All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

?? Windows must be weather-stripped as needed to ensure a watertight seal.

?? Window screens must be in good condition-(only one screen required per room).

?? -At least one openable window per room (– must open if designed to open) with a properly fitting screen in good condition.

?? Any room for sleeping must have a window.

Doors:

?? All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold.

?? All interior doors must have no holes, have all trim intact, and be openable without the use of a key.

Floors:

?? All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be re-secured and made level. If they cannot be leveled, they must be replaced.

?? All floors must be in a finished state (no plywood).

?? All floors should have some type of baseboard, trim, or sealing for a "finished look." Vinyl baseboard may be used for kitchens and bathrooms.

Sinks and Bathrooms:

?? All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

?? All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

?? All sinks must have functioning stoppers.

Security:

?? If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

?? - Tenants are responsible for providing and replacing old batteries in smoke detectors –. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

Bedrooms:

?? A bedroom must have a floor area of not less than seventy (70) square feet.

?? Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

?? Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the seventy (70) square foot area.

Modifications:

?? Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

?? Extension for repair items not required by HQS will be granted for modifications/ adaptations to the unit if agreed to by the tenant and landlord. Housing Authority will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

G. EMERGENCY REPAIR ITEMS [24 CFR 982. 404(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within twenty-four (24) hours of notice by the inspector:

?? Lack of security for the unit
?? Waterlogged ceiling in imminent danger of falling
?? Major plumbing leaks or flooding
?? Natural gas leak or fumes
?? Electrical problem which could result in shock or fire
?? No heat when outside temperature is below 32 degrees Fahrenheit and temperature inside unit is below 40 degrees Fahrenheit

?? Utilities not in service
?? No running hot water
?? Broken glass where someone could be injured
?? Obstacle which prevents tenant's entrance or exit
?? Lack of functioning toilet
?? Inoperable smoke detector

The Housing Authority may give a short extension (not more than 48 additional hours) whenever the responsible party cannot be notified or it is impossible to – correct the repair within the twenty-four (24) hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the Housing Authority.

If the emergency repair item(s) are not corrected in the time period required by the Housing Authority and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the Housing Authority, and it is an HQS breach which is a family obligation, the Housing Authority will terminate the assistance to the family.

Smoke Detectors

Inoperable smoke detectors are a serious health threat and will be treated by the Housing Authority as an emergency (24 hour) fail item.

If the smoke detector is not operating properly the Housing Authority will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The Housing Authority will re-inspect the unit the following day.

If the Housing Authority determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the Housing Authority will re-inspect the unit the following day.

The Housing Authority will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. The warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet – HQS, and the owner is responsible for completing the necessary repair(s) in the time period specified by the Housing Authority, the housing assistance payment to the owner will be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for thirty (30) days, depending on the nature of the repair(s) needed.

The Housing Authority will inspect abated units within two (2) days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection. The family and the owner will be notified of the re-inspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the Housing Authority's portion of rent that is abated.

Extensions–The Housing Authority will grant an extension in lieu of abatement in the following cases:

?? The owner has a good history of HQS compliance.
?? The failed items are minor in nature.

?? There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.

?? The owner makes a good faith effort to make the repairs.

?? The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.

?? The repairs must be delayed due to climate conditions.

?? Other extenuating circumstances may be considered by the Housing Authority (case by case basis).

The extension will be made for a period of time not to exceed one hundred eighty (180) days. At the end of that time, at the Housing Authority's discretion, if the work is not completed or substantially completed, the Housing Authority will begin the abatement.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.
If repairs are completed before the effective termination date, the termination may be rescinded by

the Housing Authority if the tenant chooses to remain in the unit. No more than one (1) -Housing Quality Standards inspections will be conducted after the termination notice is issued.

I. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

?? Tenant-paid utilities not in service.

?? Failure to provide or maintain family-supplied appliances.

?? Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under State law or court practice.

?? The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The Housing Authority may terminate the family's assistance on that basis.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted. However, the Housing Authority has no legal authority or responsibility to enforce such an action.

J. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If – non-emergency violations of HQS are determined to be the responsibility of the family, the Housing Authority will require the family make any repair(s) or corrections within thirty (30) days. If the repair(s) or correction(s) are not made in this time period, the Housing Authority will terminate assistance to the family, after providing an opportunity for an informal hearing.

Extensions in these cases must be approved by - Rental Assistance Manager. The owner's rent will not be abated for items which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

Chapter 11

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982502, 982.503, 982.504, 982.505, 982.507]

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on October 1, 1999, which is referred to as the "merger date". These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program.

All Section 8 participant families have been transitioned to the Housing Choice Voucher Program on or before October 1, 2001. Rent calculation methods for the Housing Choice Voucher Program are described at 24 CFR 982.505. The rent calculation formula is specific and is not subject to interpretation.

The Housing Authority will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the Housing Authority's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

This chapter explains the Housing Authority's procedures for determination of rent-reasonableness, payments to owners, adjustments to the payment standards, and rent adjustments.

A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is not only limited by rent reasonableness. The Housing Authority must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed forty percent (40%) of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent to owner. When funding is available, the HACSJ will review owner's request to increase the contract rent.

B. MAKING PAYMENTS TO OWNERS [24 CFR 982.451]

Once the HAP Contract is executed, the Housing Authority begins processing payments to the landlord. A HAP register will be used as a basis for monitoring the accuracy and timeliness of payments. Changes are made automatically to the HAP register for the following month. Checks are disbursed by the Accounting Department to the owner each month. Checks may be picked up by owner at the Housing Authority. Checks will only be disbursed on the first working day of the month. Exceptions may be made with the approval of the – Rental Assistance Manager in cases of hardship.

Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been put on the check.

Excess Payments

The total of rent paid by the tenant plus the Housing Authority housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to the Housing Authority.

Owners who do not return excess payments will be subject to penalties as outlined in Chapter 18, Owner or Family Debts to the Housing Authority of this Administrative Plan.

Late Payments to Owners

It is a local business practice in San Joaquin County for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, not withstanding any grace period which is typically five (5) days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the Housing Authority must make housing assistance payments to the owner promptly and in accordance with the HAP contract.

The Housing Authority will pay a late fee to the owner for housing assistance payments that are not

received by the owner by the 5th business day of the month, if requested by the owner. Any such late fee to be paid by the Housing Authority will be equal to, but not greater than, the established amount of late fee charged to their tenant for late payment.

Proof of "mailed to" date will be:

?? The date the HAP register was run; if the first of the month falls on a weekend or legal holiday, payments will be mailed on the following business day.

Proof of "received by owner" will be:

?? Five (5) calendar days after date of mailing by Housing Authority or written certification from the owner, including but not limited to written information from the Post Office and/or postal carrier or other mail processing center.

These terms apply to re-certifications only. Payments to owners on all new contracts will be mailed within thirty (30) days of a passed – HQS inspection, providing that all documents have been executed under program guidelines.

To assist the Housing Authority in its outreach efforts to owners and to provide better customer service, the Housing Authority will offer to make automatic monthly HAP deposits into the bank account of the owner. If the owner agrees to such an arrangement with the Housing Authority, the date the bank shows as the deposit date, will be the official date of record and will be the determining factor in cases involving late payment penalties.

The Housing Authority will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the Housing Authority's control, such as a delay in the receipt of program funds from HUD. The Housing Authority will use administrative fee income or the administrative fee reserve as its only source for late payment penalty. The Housing Authority will not use any program funds for the payment of late fee penalties to the owner.

C. RENT REASONABLENESS DETERMINATIONS [24 CFR 982.507]

The Housing Authority will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to all programs.

The Housing Authority will not approve a lease until - it is determined that the initial rent to owner is a reasonable rent. The Housing Authority must re-determine the reasonable rent before any increase in the rent to owner, and if there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The Housing Authority must re-determine rent reasonableness if directed by HUD and based on a need identified by the Housing Authority's auditing system. The Housing Authority may elect to re-

determine rent reasonableness at any other time. At all times during the assisted tenancy, the rent to owner may not exceed the reasonable rent as most recently determined or re-determined by the Housing Authority.

The owner will be advised that by accepting each monthly housing assistance payment - they will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

If requested, the owner must give the Housing Authority information on rents charged by the owner for other units in the premises or elsewhere. The Housing Authority will only request information on the owner's units elsewhere if the Housing Authority has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

The data for other unassisted units will be gathered from newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources.

The market areas for rent reasonableness are zip codes within the Housing Authority's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

?? Size (number of bedrooms, square footage)
?? Location
?? Quality
?? Amenities (bathrooms, dishwasher, air conditioning, etc.)
?? Housing services
?? Age of unit
?? Unit type
?? Maintenance
?? Utilities

Rent Reasonableness Methodology

-Information is gathered on rental units in the Housing Authority of the County of San Joaquin market area, and each unit is rated, using the Housing Authority's rent reasonableness system. Using an automated method, the average rents are identified for units of like size and type within the same market area. Each defined factor of the items listed above on the unit to be assisted will be compared, using a point adjustment system, to those factors of comparable unassisted units in the database. The average will be adjusted up or down based on the dollar value of all HUD required comparable items in comparison with the total database.

D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM [24 CFR 982.503]

The payment standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the Housing Authority's discretion, the voucher payment

standard amount is set by the Housing Authority between ninety percent (90%) and one hundred ten percent (110%) of the HUD published Fair Market Rent (FMR). This is considered the basic range. The Housing Authority reviews the appropriateness of the payment standard annually when the FMR is published. In determining whether a change is needed, the Housing Authority will ensure that the payment standard is always within the range of ninety percent (90%) and one hundred ten percent (110%) of the new FMR, unless an exception payment standard has been approved by HUD.

The Housing Authority will establish a single voucher payment standard amount for each FMR area in the Housing Authority jurisdiction. For each FMR area, the Housing Authority will establish payment standard amounts for each "unit size". The Housing Authority may have a higher payment standard within the Housing Authority's jurisdiction if needed to expand housing opportunities outside areas of minority or poverty concentration, as long as the payment standard is within the ninety percent (90%) and one hundred ten percent (110%)of FMR range.

The Housing Authority may approve a higher payment standard within the basic range, if required as a reasonable accommodation for a family that includes a person with disabilities.

E. ADJUSTMENTS TO PAYMENT STANDARDS [24 CFR 982.503]

Payment standards may be adjusted, within HUD regulatory limitations, to increase housing assistance payments in order to keep families' rents affordable. The Housing Authority will not raise payment standards solely to make "high end" units available to voucher holders. The Housing Authority may use some or all of the measures below in making its determination whether an adjustment should be made to the payment standards.

Assisted Families' Rent Burdens

The Housing Authority will review its voucher payment standard amounts at least annually to determine whether more than forty percent (40%) of families in a particular unit size are paying more than thirty percent (30%) of their annual adjusted income for rent.

If it is determined that particular unit sizes in the Housing Authority's jurisdiction have payment standard amounts that are creating rent burdens for families, the Housing Authority will modify its payment standards for those particular unit sizes.
The Housing Authority will increase its payment standard within the basic range for those particular unit sizes to help reduce the percentage of annual income that participant families in the Housing Authority's jurisdiction are paying.

The Housing Authority will establish a separate voucher payment standard, within the basic range, for designated parts of its jurisdiction if it determines that a higher payment standard is needed in these designated areas to provide families with quality housing choices and to give families an opportunity to move outside areas of high poverty and low income.

Availability of Suitable Vacant Units Below the Payment Standard

The Housing Authority will review its rent reasonableness data and vacancy rate data to determine

whether there is an ample supply of vacant units below the payment standard.

Quality of Units Selected

The Housing Authority will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

Housing Authority Decision Point

-The Housing Authority will review the quality and size of units where the Rents to Owner are above the payment standard by more than twenty-five percent (25%). If more than fifty percent (50%) of families have selected above-average units or have selected larger units than the voucher size, the Housing Authority may elect not to increase the payment standard nor continue the analysis.

If the analysis continues, the Housing Authority will divide those rents between contracts within the first year and after the first year. If the rents to owner are more than twenty-five percent (25%) above the average, in any bedroom size, the Housing Authority will continue the analysis. If not, the Housing Authority may elect not to increase the payment standard for certain bedroom sizes.

Rent to Owner Increases

The Housing Authority may review a sample of the units to determine how often owners are increasing rents and the average percent of increase by bedroom size.

Time to Locate Housing

The Housing Authority may consider the average time period for families to lease up under the voucher program. If more than sixty percent (60%) of voucher holders are unable to locate suitable housing within the term of the voucher and the Housing Authority determines that this is due to sixty percent (60%) of rents in the jurisdiction being unaffordable for families even with the presence of a voucher the payment standard may be adjusted.

Lowering of the Payment Standard

Lowering of the FMR may require an adjustment of the payment standard. Additionally, statistical analysis may reveal that the payment standard should be lowered. In any case, the payment standard will not be set below ninety percent (90%) of the FMR without authorization from HUD.

Financial Feasibility

Before increasing the payment standard, the Housing Authority may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the Housing Authority will compare the number of families who could be served under a higher payment standard with the number assisted under current payment standards.

File Documentation

A file will be retained by the Housing Authority for at least three years to document the analysis and findings to justify whether or not the payment standard was changed.

F. EXCEPTION PAYMENT STANDARDS

If the dwelling unit is located in an exception area, the Housing Authority must use the appropriate payment standard amount established by the Housing Authority for the exception area in accordance with regulation 24 CFR 982.503(c).

G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM (24 CFR 982.308(g)

The owner is required to notify the Housing Authority, in writing, at least sixty (60) days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness requirements (See 24 CFR 982.507).

Chapter 12

RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, the Housing Authority will reexamine the income and household composition of all families at least annually. Families will be provided accurate annual and interim rent adjustments. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of rent increases. All annual activities will be coordinated in accordance with HUD regulation. It is a HUD requirement that families report all changes in household composition. This chapter defines the Housing Authority's policy for conducting annual re-certifications and coordinating annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES [24 CFR 982.516, 982.405]

There are three activities the Housing Authority must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of income and family composition
2. HQS inspection

Rent to owner adjustment (following HUD requirements)
The Housing Authority produces a monthly listing of units under contract to ensure that timely reviews of rent to owner, housing quality, and factors related to -(TTP)/family share can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Accounting Department.

B. ANNUAL RECERTIFICATION/REEXAMINATION [24 CFR 982.516]

Families are required to be recertified at least annually.

Moves Between Reexaminations

When families move to another dwelling unit, an annual recertification will be scheduled (unless a recertification has occurred in the last one hundred twenty (120) days and the anniversary date will be changed).

Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

The Housing Authority will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least ninety (90) days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the Housing Authority will provide the notice in an accessible format. The Housing Authority will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The Housing Authority's procedure for conducting annual re-certifications will be:

?? Schedule the date and time of appointments and mail a notification to the family.

?? If necessary and appropriate, permit the family to change the scheduled date and time of appointments by telephone or in writing.

Completion of Annual Recertification

The Housing Authority will have all re-certifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least thirty (30) days before the

scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to the Housing Authority's office will be granted an accommodation by conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information [24 CFR 982.516(f)]

The Housing Authority has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The Housing Authority will require the family to complete a Personal Declaration Form prior to all recertification interviews.

Requirements to Attend

- All adult household members will be required to attend the recertification interview:

?? -.

If the head of household is unable to attend the interview, the spouse or co-head may recertify for the family, provided that the head comes in within thirty (30) days to recertify.

Failure to Respond to Notification to Recertify

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date up to twenty-four (24) hours prior to the interview.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the Housing Authority, the Housing Authority will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the Housing Authority will send the family a notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by - Rental Assistance Manager or his/her designee, if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family

In the notification letter to the family, the Housing Authority will include instructions for the family to bring the following:

?? Documentation of income or no income for all family members
?? Documentation of all assets

?? Documentation of any deductions/allowances
?? Documentation to support claims
?? Personal Declaration Form completed by head of household
?? Birth certificate, picture I.D. and social security cards for new family members
?? Three (3) current months of rent receipts

Verification of Information

The Housing Authority will follow the verification procedures and guidelines described in this Administrative Plan. Verifications for reexaminations must be less than one hundred twenty (120) days old.

Tenant Rent Increase

If tenant rent increases, a thirty (30) day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty (30) days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the anniversary date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the Housing Authority.

C. REPORTING INTERIM CHANGES [24 CFR 982.516]

Program participants must report all changes in household composition within thirty (30) days to Housing Authority between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain Housing Authority approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The Housing Authority will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Interim Reexamination Policy

Increases in Income

Families will be required to report all increases in income/assets within thirty (30) days of the increase.

The Housing Authority will not conduct interim reexaminations when families have an increase in income, if there is less than six (6) months until the next regularly scheduled reexamination, other than when a new member is added to the household.

Decreases in Income

Participants may report a decrease in income and other changes which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The Housing Authority must calculate the change if a decrease in income is reported (refer to Section G-Procedures When the Change is Reported in a Timely Manner).

Housing Authority Errors

If the Housing Authority makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted if necessary to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable, retroactive to when the decrease for the change would have been effective if calculated correctly.

D. OTHER INTERIM REPORTING ISSUES

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with zero or unstable income every - sixty (60) days.

If the family member leaves the job without good cause after six (6) months and before twelve months, the rent will be calculated retroactively to include the employment income. This incentive is not provided to persons who work seasonally.

Any changes reported by participants other than those listed in this section will be noted in the file and computer by the staff person but will not be processed between regularly-scheduled annual re-certifications.

E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

The Housing Authority will not reduce the family share of rent for families whose welfare assistance is reduced specifically because of:

?? Fraud
?? Failure to participate in an economic self-sufficiency program
?? Noncompliance with a work activities requirement

However, the Housing Authority will reduce the rent if the welfare assistance reduction is a result of:

?? The expiration of a lifetime time limit on receiving benefits; or

?? A situation where the family has complied with welfare program requirements but cannot or has not obtained employment.

The Housing Authority will notify affected families that they have the right to an informal hearing regarding these requirements.

Definition of "Imputed Welfare Income"

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

The amount of imputed welfare income is determined by the Housing Authority, based on written information supplied to the Housing Authority by the welfare agency, including:

?? The amount of the benefit reduction
?? The term of the benefit reduction
?? The reason for the reduction
?? Subsequent changes in the term or amount of the benefit reduction.

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency). The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Rental Assistance Manager will review the calculation for accuracy. If the imputed welfare income amount is correct, the Housing Authority will prove a written notice to the family that includes:

?? A brief explanation of how the amount of imputed welfare income was determined;

?? A statement that the family may request an informal hearing if they do not agree with the Housing Authority determination. (Also see Chapter 7, "Verification Procedures.")

Verification Before Denying a Request to Reduce Rent

The Housing Authority will obtain written verification from the welfare agency (San Joaquin County Human Services Agency) stating that the family's benefits have been reduced for fraud or noncompliance *before* denying the family's request for rent reduction. The Housing Authority will rely on the welfare agency's written notice to the Housing Authority regarding welfare sanctions. The welfare agency, at the request of the Housing Authority, will inform the Housing Authority of the :

?? Amount and term of specified welfare benefit reduction for the family;
?? Reason for the reduction; and
?? Subsequent changes in term or amount of reduction.

Family Dispute of Amount of Imputed Welfare Income
If the family disputes the amount of imputed income and the Housing Authority denies the family's request to modify the amount, the Housing Authority will provide the tenant with a notice of denial, which will include:

?? An explanation for the Housing Authority's determination of the amount of imputed welfare income.

?? A statement that the tenant may request an informal hearing.

?? A statement that the information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be the Housing Authority's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

Cooperation Agreements [24 CFR 5.613]
The Housing Authority has a written cooperation agreement in place with the local welfare agency which assists he Housing Authority in obtaining the necessary information regarding welfare sanctions.

The Housing Authority has taken a proactive approach to culminating an effective working relationship between the Housing Authority and the local welfare agency for the purpose of targeting economic self- sufficiency programs throughout the community that are available to Section 8 tenant-based assistance families.

The Housing Authority and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit Section 8 tenant-based assistance families.

F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS [HUD NOTICE PIH 98-6]
The HUD Form 50058 will be completed and transmitted as required by HUD.

The notice of rent change is mailed to the owner and the tenant. Signatures are not required by the Housing Authority. If the family disagrees with the rent adjustment, they may request an informal hearing.

G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) [24 CFR 982.516(c)]
Standard for Timely Reporting of Changes

The Housing Authority requires that families report interim changes to the Housing Authority within thirty (30) days of when the change occurs. Any information, document or signature needed from the family which is needed to verify the change must be provided within thirty (30) days of the change.

An exception will be made for Temporary Assistance for Needy Families (TANF) recipients who obtain employment. In such cases, families will have to report within sixty (60) days of receipt of the Passport to Services from TANF that shows the full adjustment for employment income.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the Change is Reported in a Timely Manner

The Housing Authority will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

?? Increases in the tenant rent are effective on the first of the month following at least thirty (30) days notice.

?? Decreases in the tenant rent are effective the first of the month following that in which the change is reported. However, no rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results.

The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the family does not report the change as described under timely reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

?? Increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis. The family will be liable for any overpaid housing assistance and may be required to sign a repayment agreement or make a lump sum payment.

?? Decrease in tenant rent will be effective on the first of the month following the month that the change was reported.

Procedures when the Change is Not Processed by the Housing Authority in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the Housing Authority in a timely manner.

In this case, an increase will be effective after the required thirty (30) days notice prior to the first of

the month after completion of processing by the Housing Authority.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES [24 CFR 982.516(c)]

(See Chapter 5, Subsidy Standards of this Administration Plan)

I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES [24 CFR 5.518]

Under the Non-citizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

The non-citizens rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

?? The head of household or spouse is a U.S. citizen or has eligible immigrant status; and

?? All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

"Mixed" families who qualify for continued assistance after November 29, 1996, may receive prorated assistance only.

J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the Housing Authority may terminate assistance and may refer the family file/record to the proper authorities for appropriate disposition. (See Chapter 24, Program Integrity Addendum.)

Chapter 13

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the Housing Authority's jurisdiction, or to a unit outside of the Housing Authority's jurisdiction under portability procedures. The regulations also allow the Housing Authority the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the Housing Authority's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

?? The assisted lease for the old unit has terminated because the Housing Authority has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.

?? The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).

?? The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES [24 CFR 982.314, 982.552(a)]

Families will not be permitted to move within the Housing Authority's jurisdiction during the initial year of assisted occupancy.

Families will not be permitted to move outside the Housing Authority's jurisdiction under portability procedures during the initial year of assisted occupancy.

Families will not be permitted to move more than once in a twelve (12) month period.

The Housing Authority will deny permission to move if there is insufficient funding for continued assistance.

The Housing Authority will deny permission to move if:

?? The family has violated a family obligation.
?? The family owes the Housing Authority money.
?? The family has moved or been issued a voucher within the last twelve (12) months.

The - Rental Assistance Manager and his/her designee may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES [24 CFR 982.314]

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last one hundred twenty (120) days, the Housing Authority will issue the voucher to move after conducting the recertification.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the Housing Authority proper written notice of any intent to move.

The family must give the owner the required number of days written notice of intent to vacate specified in the lease and must give a copy to the Housing Authority simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY [24 CFR 982.353]

Portability applies to families moving out of or into the Housing Authority's jurisdiction within the United States and its territories.

E. OUTGOING PORTABILITY [24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the Housing Authority's jurisdiction, anywhere in the United States, in the jurisdiction of a Housing Authority with a tenant-based program. When a family requests to move outside of the Housing Authority's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one Housing Authority in the area in which the family has selected a unit, the Housing Authority will choose the receiving Housing Authority.

Restrictions on Portability

Applicants

If neither the head or spouse had a domicile (legal residence) in the Housing Authority's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the Housing Authority approves such move. (NOTE: legal domicile is defined by local government.)

For a portable family that was not already receiving assistance in the Housing Authority's tenant based program, the Housing Authority must determine whether the family is eligible for admission under the receiving Housing Authority's program.

Participants

After an applicant has leased-up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances:

?? The receiving and initial Housing Authority agree to allow the move.
?? The family's move relates to an opportunity for education, job training or employment.
?? The Housing Authority will not permit families to exercise portability.
?? If the family is in violation of a family obligation.
?? If the family owes money to the Housing Authority.
?? If the family has moved out of its assisted unit in violation of the lease.

The receiving Housing Authority will be required to submit hearing determinations to the initial Housing Authority within - thirty (30) days.

F. INCOMING PORTABILITY [24 CFR 982.354, 982.355]

Absorption or Administration

The Housing Authority will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. If administering, the family will be issued a "portability" voucher by the Housing Authority. The term of the voucher will not expire before the expiration date of any initial Housing Authority voucher. The family must submit a Request for - Tenancy Approval for an eligible unit to the receiving Housing Authority during the term of the receiving Housing Authority voucher. The receiving Housing Authority may grant extensions in accordance with this Administrative Plan. However, if the family decides not to lease-up in the Housing Authority's jurisdiction, they must contact the initial Housing Authority to request an extension.

The Housing Authority will absorb all incoming portable families provided that there is funding available.

When the Housing Authority does not absorb the incoming voucher, it will administer the initial Housing Authority's voucher and the receiving Housing Authority's policies will prevail.

For admission to the program a family must be income eligible in the area where the family initially leases a unit with assistance under the program.

The receiving Housing Authority does not re-determine eligibility for a portable family that was already receiving assistance in the initial Housing Authority Section 8 tenant-based program.

The Housing Authority will issue a "portability" voucher according to its own subsidy standards. If the family has a change in family composition which would change the voucher size, the receiving Housing Authority will change to the proper size based on its own subsidy standards.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

As receiving Housing Authority, the Housing Authority will conduct a recertification interview but only verify the information provided if the documents are missing or are over one hundred twenty (120) days old, whichever is applicable, or there has been a change in the family's circumstances.

If the Housing Authority conducts a recertification of the family, it will not cause a delay in the issuance of a voucher.

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the Housing Authority's jurisdiction, the Housing Authority will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Approval of Tenancy

A briefing will be mandatory for all portability families.

When the family submits a Request for Tenancy Approval (RTA), it will be processed using the Housing Authority's policies. If the family does not submit a - RTA or does not execute a lease, the initial Housing Authority will be notified within sixty (60) days by the Housing Authority.

If the family leases up successfully, the Housing Authority will notify the initial Housing Authority within sixty (60) days and the billing process will commence.

The Housing Authority will notify the initial Housing Authority if the family fails to submit a - RTA for an eligible unit within the term of the voucher.

If the Housing Authority denies assistance to the family, the Housing Authority will notify the initial Housing Authority within sixty (60) days and the family will be offered a review or hearing.

The Housing Authority will notify the family of its responsibility to contact the initial Housing Authority if the family wishes to move outside the Housing Authority's jurisdiction under continued portability.

Regular Program Functions

The Housing Authority will perform all program functions applicable to the tenant-based assistance program, such as:

?? Annual reexaminations of family income and composition.
?? Annual inspection of the unit.
?? Interim examinations when requested or deemed necessary by the Housing Authority.

Terminations

The Housing Authority will notify the initial Housing Authority in writing of any termination of assistance within sixty (60) days of the termination. If an informal hearing is required and is requested by the family, the hearing will be conducted by the Housing Authority, using the regular hearing procedures included in this Administrative Plan. A copy of the hearing decision will be furnished to the initial Housing Authority.

The initial Housing Authority will be responsible for collecting amounts owed by the family for

claims paid and for monitoring repayment. If the initial Housing Authority notifies the Housing Authority that the family is in arrears or the family has refused to sign a payment agreement, the Housing Authority will terminate assistance to the family.

Required Documents

As receiving Housing Authority, the Housing Authority will require the following documents from the initial Housing Authority:

?? A copy of the family's voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.

?? The most recent HUD Form 50058 and verifications of:

  ?? Current information related to eligibility and rent payments.

  ?? The administrative fee schedule for billing purposes.

Billing Procedures

As receiving Housing Authority, the Housing Authority will bill the initial Housing Authority monthly for Housing Assistance Payments. The billing cycle for other amounts, including administrative fees and special claims will be monthly unless requested otherwise by the initial Housing Authority.

The Housing Authority will bill one hundred percent (100%) of the Housing Assistance Payment, one hundred percent (100%) of special claims and eighty percent (80%) of the Administrative Fee (at the initial Housing Authority's rate) for each "portability" voucher leased as of the first day of the month.

The Housing Authority will notify the initial Housing Authority of changes in subsidy amounts and will expect the initial Housing Authority to notify the Housing Authority of changes in the administrative fee amount to be billed.

Chapter 14

CONTRACT TERMINATIONS

[24 CFR 982.311, 982.314]

INTRODUCTION

The Housing Assistance Payment (HAP) Contract is the contract between the owner and the Housing Authority which defines the responsibilities of both parties. This chapter describes the circumstances under which the contract can be terminated by the Housing Authority and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION [24 CFR 982.311]

The term of the HAP Contract is the same as the term of the lease. The contract between the owner and the Housing Authority may be terminated by the Housing Authority, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the Housing Authority to the owner after the month in which the contract is terminated. The owner must reimburse the Housing Authority for any subsidies paid by the Housing Authority for any period after the contract termination date.

If the family continues to occupy the unit after the – HAP contract is terminated, the family is responsible for the total amount of rent due to the owner.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES [24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS [24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease.

During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease the owner may only evict for:

?? Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease.

?? Violations of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises.

?? Any drug-related or criminal activity on or off the premises by a covered person that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, persons residing in the immediate vicinity of the premises, or property management personnel.

?? Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises

or any drug-related criminal activity on or near the premises.

?? Any violent criminal activity by a covered person on or near the premises.

?? A tenant who is a fugitive felon or parole violator.

?? Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

?? Other good cause, after the initial term of the lease, includes:

- ?? Business or economic reason for regaining possession;
- ?? Owner's desire to repossess unit for personal use; or
- ?? Tenant's refusal to accept offer of a new lease.

If the lease is for successive definite terms, after the initial term, the owner can terminate tenancy at the end of the initial term or any successive term without cause.

The eviction notice must specify the cause for the eviction.

The owner must provide the tenant with a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do -.

During the initial term, the Housing Authority requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the Housing Authority's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the Housing Authority must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The Housing Authority will continue housing assistance payments until the family moves or is evicted from the unit.

If the action is finalized in court, the owner must provide the Housing Authority with the

documentation, including notice of the lock-out date.

The Housing Authority must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the Housing Authority, the owner certifies that the tenant is still in the unit, the rent is reasonable and - they are in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the Housing Authority has no other grounds for termination of assistance, the Housing Authority may issue a new voucher so that the family can move with continued assistance.

Evidence of Criminal Activity [24 CFR 982.310]

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity, regardless of arrest or conviction and without satisfying the standard of proof used for a criminal conviction.

Owner Discretion [24 CFR 982.310]

In deciding whether to terminate tenancy because of criminal activity by members of the family, the owner has the discretion to consider all of the circumstances in each case, including the seriousness of the offending action. The owner may use discretion in reviewing the extent of participation or culpability of individual family members. The owner may also consider the tenant's personal attempts to mitigate the offending action and whether there is a demand for assisted housing by families who will abide by the lease.

When determining whether to terminate the tenancy for illegal drug use or alcohol abuse, the owner may consider whether the family member:

?? Is no longer engaging in the illegal rug use or alcohol abuse
?? Has successfully completed a supervised drug or alcohol rehab program
?? Has otherwise been successfully rehabilitated

The owner may require the tenant to submit evidence of any of the three above.

The owner may impose, as a condition of continued tenancy for other family members, a requirement that family members who participated in or were culpable for the action or failure must not reside in the unit.

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105.

D. TERMINATION OF THE CONTRACT BY HOUSING AUTHORITY [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the Housing Authority

terminates program assistance for the family, and when the owner has breached the HAP contract. (See Chapter 16, Owner Disapproval and Restriction)

The Housing Authority may also terminate the contract if:

?? The Housing Authority terminates assistance to the family.

?? The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.

?? Funding is no longer available under the Annual Contributions Contract.

?? The contract will terminate automatically if one hundred eighty (180) days have passed since the last housing assistance payment to the owner.

Notice of Termination

When the Housing Authority terminates the HAP contract under the violation of HQS space standards, the Housing Authority will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the Housing Authority gives such notice to the owner.

Chapter 15

DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.903, 5.905, 982.4, 982.54, 24 CFR 982.552, 982.553]

INTRODUCTION

The Housing Authority may deny or terminate assistance for a family because of the family's action or failure to act. The Housing Authority will provide families with a written description of the family obligations under the program, the grounds under which the Housing Authority can deny or terminate assistance, and the Housing Authority's informal hearing procedures. This chapter describes when the Housing Authority is required to deny or terminate assistance, and the Housing Authority's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION [24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the Housing Authority will delay the denial or termination in order to determine if there is an accommodation, which would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

?? Denial for placement on the Housing Authority waiting list
?? Denying or withdrawing a voucher
?? Refusing to enter into a HAP contract or approve a -lease
?? Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

?? Refusing to enter into a HAP contract or approve a -lease
?? Terminating housing assistance payments under an outstanding HAP contract
?? Refusing to process or provide assistance under portability procedures

Mandatory Denial of Assistance [24 CFR 982.54(d), 982.552(b), 982.553(a), and 982.553(b)]

The Housing Authority must deny assistance to applicants:

?? If any member of the family fails to sign and submit HUD or Housing Authority required consent forms for obtaining information in accordance with 24 CFR Part 5, Subparts B and F.

?? If no member of the family is a U.S. citizen or eligible immigrant (see Section D, Procedures for Non-Citizens of this chapter).

?? If any member of the family has been evicted from Federally assisted housing for drug-related criminal activity, the Housing Authority must deny admission for three (3) years after the eviction occurred, unless the household member completed an approved, supervised drug rehabilitation program or the circumstances for the eviction no longer exist.

?? If any member of the family is currently engaging in illegal use of a drug or the Housing Authority determines that the use or pattern of use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

?? If any member of the family's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

?? If any member of the family has ever been convicted of manufacturing or producing

methamphetamine on the premises of Federally assisted housing.

?? If any member of the family is subject to a lifetime registration requirement under a State sex offender registration program (see section C, Drug Related and Violent Criminal Activity in this chapter).

Mandatory Termination of Assistance [24 CFR 982.54(d), 982.552(b), 982.553(a), and 982.553(b)]

The Housing Authority must terminate assistance for participants:

?? If any member of the family fails to sign and submit HUD or Housing Authority required consent forms for obtaining information in accordance with 24 CFR Part 5, Subparts B and F.

?? If no member of the family is a U.S. citizen or eligible immigrant (see Section D, Procedures for Non-Citizens of this chapter).

?? If any member of the family is currently engaging in illegal use of a drug or the Housing Authority determines that the use or pattern of use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

?? If any member of the family's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

?? If the family is under contract and one hundred eighty (180) days have elapsed since the Housing Authority's last housing assistance payment was made. (See Chapter 14, Contract Terminations.)

?? If the family is evicted from housing assisted under the program.

?? If any member of the family is or has ever been convicted of manufacturing or producing methamphetamine on the premises of Federally assisted housing.

?? If any member of the family is subject to a lifetime registration requirement under a State sex offender registration program (see section C, Drug Related and Violent Criminal Activity in this chapter).

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]

The Housing Authority will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

?? The family violates any family obligation under the program as listed in 24 CFR 982.551.

?? If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.

?? If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any violent criminal activity.

?? Any member of the family has ever been evicted from public housing in the last three years.

?? If any Housing Authority has ever terminated assistance under the program for any member of the family.

?? If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

?? 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.

?? 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.

?? The family breaches an agreement with a 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 the family the opportunity to enter into a repayment agreement. The Housing Authority will prescribe the terms of the agreement. (See Chapter 18, Owner or Family Debts to the Housing Authority -.)

?? The family participating in an FSS program fails to comply, without good cause, with the family's FSS contract of participation.

?? If the family fails to fulfill its obligation under the Section 8 Welfare-to-Work Voucher program.The family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

Abusive or violent behavior towards Housing Authority personnel" includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial.

Threatening" refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

?? If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents (see section B, Family Obligations of this chapter).

?? Crime by any family member, such as:

  ?? Fraud, bribery or other corrupt or criminal act in connection with any Federal housing program.

  ?? Drug-related criminal activity (as defined by law).

  ?? Violent criminal activity (see Section C, Drug related and violent criminal activity of this chapter).

  ?? Criminal use of physical force against person or property.

  ?? Other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, persons residing in the vicinity, Housing Authority employees/contractors, the owner, or property management staff.

?? If the Housing Authority determines that any household member is engaging in or has engaged in drug-related criminal activity while participating in the Section 8 program, within the past 3 years, the Housing Authority may terminate assistance.

?? If the family violates the lease by engaging in drug-related or violent criminal activity, the Housing Authority may terminate assistance.

?? If the Housing Authority determines that a member of the household is fleeing to avoid prosecution, or custody or confinement after conviction, that is a felony under the laws of the place from which the individual flees, the Housing Authority will terminate assistance.

?? If the Housing Authority determines that a member of the household is violating a condition of probation or parole imposed under Federal or State law, the Housing Authority will terminate assistance.

?? In appropriate cases, the Housing Authority may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the Housing Authority may consider individual circumstances upon the advice of Juvenile Court officials.

The Housing Authority must find elements of crime covered by civil standards and with a preponderance of evidence. The Housing Authority is not required to show proof of crime beyond a

reasonable doubt.

B. FAMILY OBLIGATIONS [24 CFR 982.551]

1. The family must supply any information that the Housing Authority or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR 982.551). "Information" includes any requested certification, release or other documentation.

2. The family must supply any information requested by the 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 (- in accordance with 24 CFR 5.216) and must sign and submit consent forms for obtaining information in accordance with 24 CFR 5.230.

4. All information supplied by the family must be true and complete.

5. The family is responsible for an HQS breach caused by the family - in accordance with 24 CFR 982.404(b).

6. The family must allow the Housing Authority to inspect the unit at reasonable times and after reasonable notice.

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

8. The family must notify the owner and, at the same time, notify the Housing Authority before the family moves out of the unit or terminates the lease upon notice to the owner.

9. The family must promptly give the Housing Authority a copy of any owner eviction notice.

10. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

11. The composition of the assisted family residing in the unit must be approved by the Housing Authority. The family must promptly inform the Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request Housing Authority approval to add any other family member as an occupant of the unit.

12. The family must promptly notify the Housing Authority if any family member no longer resides in the unit.

13. If the Housing Authority has given approval, a foster child or a live-in aide may reside in the

unit. If the family does not request approval or Housing Authority approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

14. 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 as a residence by members of the family.

15. The family must not sublease or let the unit.

16. The family must not assign the lease or transfer the unit.

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

18. The family must not own or have any interest in the unit.

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

20. The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

21. The household members –may not engage in drug-related criminal activity or other violent criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

22. 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.

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the Housing Authority has discretion to consider all of the circumstances in each case, including the seriousness of the case. The Housing Authority will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The Housing Authority may also review the family's more recent history and record of compliance, and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

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 to act, will not reside in the unit. The Housing Authority may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term "promptly" when used with the family obligations always means "within thirty (30) days." Denial or termination of assistance is always optional except where this Administrative Plan or the regulations state otherwise.

HQS Breach

The – Inspector and/or the – Rental Assistance Manager will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given extensions to cure HQS breaches by the - Rental Assistance Manager and/or his/her designee.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

?? If the owner terminates tenancy through court action for serious or repeated violations of the lease

?? If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the Housing Authority determines that the cause is a serious or repeated violation of the lease based on available evidence

?? If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action

?? If there are police reports, neighborhood complaints or other third party information, that has been verified by the Housing Authority

?? Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction

If the family requests assistance to move and they did not notify the Housing Authority of an eviction within – ten (10) days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family
The Housing Authority will deny a family's request to add additional family members who are:

?? Persons who have been evicted from public housing.
?? Persons who have previously violated a family obligation listed in 24CFR 982.51 of the HUD regulations.

?? Persons who have been part of a family whose assistance has been terminated under the voucher program.

?? Persons who commit drug-related criminal activity or violent criminal activity.

?? Persons who do not meet the Housing Authority's definition of family.

?? Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program.

?? Persons who currently owe 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.

?? Persons who have engaged in or threatened abusive or violent behavior toward Housing Authority personnel.

Family Member Moves Out
Families are required to notify the Housing Authority if any family member leaves the assisted household. When the family notifies the Housing Authority, they must furnish the following information:

?? The date the family member moved out
?? The new address, if known, of the family member
?? A statement as to whether the family member is temporarily or permanently absent

Limitation on Profit-making Activity in Unit
If the Housing Authority determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation.

Interest in Unit
The owner may not reside in the assisted unit regardless of whether – – they are a member of the assisted family, unless the family owns the mobile home and rents the pad under the Certificate Program.

Fraud

In each case, the Housing Authority will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, (see section D, Procedures for non citizens of this Chapter)

C. DRUG RELATED AND VIOLENT CRIMINAL ACTIVITY

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

"Violent criminal activity" includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, and the activity is being engaged in by any family member.

Definitions for other terms used in this chapter are provided in the Glossary.

Ineligibility for Drug-Related or Violent Activity

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the Housing Authority will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

Persons evicted from Federally assisted housing because of drug-related criminal activity are ineligible for admission to Section 8 Programs for a three (3) year period beginning on the date of such eviction, unless the household member completed an approved, supervised drug rehabilitation program or the circumstances for the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is deceased or incarcerated.

Applicants may be denied assistance if they have been arrested and convicted of a drug-related or violent crime, or evicted from Federally assisted housing due to drug-related or violent criminal activity within the last three (3) years prior to the date of the certification interview.

Participants may be terminated who have been arrested and convicted of a drug-related or violent crime, and/or evicted from Federally assisted housing due to drug-related or violent criminal activity within the last three (3) years prior to the date of the notice to terminate assistance, or whose activities have created a disturbance in the building or neighborhood.

Screening Out Illegal Drug Users and Alcohol Abusers

The Housing Authority will deny participation in the program to applicants in cases where the

Housing Authority determines there is reasonable cause to believe that the person is illegally using a drug, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the Housing Authority determines that there is a pattern of illegal use of a drug, or pattern of alcohol abuse.

The Housing Authority will consider the use of a drug or alcohol to be a pattern if there is more than one incident documented and verified by the Housing Authority during the previous six (6) months.

The Housing Authority will not waive this policy.

Denial of Assistance for Sex Offenders

The Housing Authority will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the Housing Authority will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

Confidentiality of Criminal Records

The Housing Authority will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Required Evidence

"Preponderance of evidence" is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence is not to be determined by the number of witnesses, but by the greater weight of all evidence.

"Credible evidence" may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants where illegal drugs were found or illegal activity discovered.

The Housing Authority may pursue fact-finding efforts as needed to obtain credible evidence.

The Housing Authority may terminate assistance for criminal activity by a household member under this section if the Housing Authority has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Notice of Termination of Assistance

In any case where the Housing Authority decides to terminate assistance to the family, the Housing Authority must give the family written notice which states:

?? The reason(s) for the proposed termination;

?? A copy of the criminal record information, if applicable;

?? The effective date of the proposed termination;

?? The family's right, if they disagree, to request an informal hearing to be held before termination of assistance; and

?? The date by which a request for an informal hearing must be received by the Housing Authority.

If the Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Housing Authority will provide the subject of the record and the tenant with a copy of the criminal record.

The Housing Authority will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the termination of assistance. The notice to the owner will not include any details regarding the reason for termination of assistance.

D. PROCEDURES FOR NON-CITIZENS [24 CFR 5.514, 5.516, 5.518]

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The Housing Authority must offer the family an opportunity for a hearing. (See Chapter 2, Eligibility for Admission" -, section E on Citizenship/Eligible Immigration Status.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the Housing Authority has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the Housing Authority will give – them an opportunity to provide a new declaration as an eligible immigrant or an opportunity to elect not to contend their status.

The Housing Authority will then verify eligible status, deny, terminate, or prorate as applicable.

The Housing Authority will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the Immigration and Naturalization Service (INS) primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the Housing Authority either after the INS appeal or in lieu of the INS appeal.

After the Housing Authority has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

E. ZERO ($0) ASSISTANCE TENANTS

The family may remain in the unit at $0 assistance for up to one hundred eighty (180) days after the last HAP payment. If the family is still in the unit after one hundred eighty (180) days, the assistance will be terminated. If, within the one hundred eighty (180) day timeframe, an owner rent increase or a decrease in the total tenant payment causes the family to be eligible for a housing assistance payment, the Housing Authority will resume assistance payments for the family.

In order for a family to move to another unit during the one hundred eighty (180) days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

F. OPTION NOT TO TERMINATE FOR MISREPRESENTATION [24 CFR 982.551, 982.552(c)]

If the family has misrepresented any facts that caused the Housing Authority to overpay assistance, the Housing Authority may choose not to terminate and may offer to continue assistance provided that the family executes a repayment agreement and makes payments in accordance with the agreement or reimburses the Housing Authority in full.

G. MISREPRESENTATION IN COLLUSION WITH OWNER [24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly commits fraud or is involved in any other illegal scheme with the owner, the Housing Authority will deny or terminate assistance.

In making this determination, the Housing Authority will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

H. MISSED APPOINTMENTS AND DEADLINES [24 CFR 982.551, 982.552 (c)]

It is a family obligation to supply information, documentation, and certification as needed for the Housing Authority to fulfill its responsibilities. The Housing Authority schedules appointments and sets deadlines in order to obtain the required information. The obligations also require that the family allows the Housing Authority to inspect the unit, and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the Housing Authority, may be sent a Notice of – Termination of

Assistance for failure to provide required information, or for failure to allow the Housing Authority to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled, as specified in this Administrative Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

?? Eligibility for admissions
?? Verification procedures
?? Voucher issuance and briefings
?? Housing quality standards inspections
?? Recertifications
?? Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

?? Medical emergency
?? Incarceration
?? Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Administrative Plan, the family will be given two (2) opportunities before being issued a Notice of Termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within the time allowed to request a hearing:

?? The notice may be rescinded if the family offers to cure and the family does not have a history of non-compliance.

Chapter 16

OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

INTRODUCTION

It is the policy of the Housing Authority to recruit owners to participate in the voucher program. The Housing Authority will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the Housing Authority. The regulations define when the Housing Authority must disallow an owner participation in the program, and they provide the Housing Authority discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER [24 CFR 982.306, 982.54(d)(8)]

The Housing Authority will disapprove the owner for the following reasons:

HUD or other agency directly related has informed the Housing Authority that the owner has been disbarred, suspended, or subject to a limited denial of participation

?? HUD has informed the Housing Authority that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.

?? HUD has informed the Housing Authority that a court or administrative agency has determined that the has owner violated the Fair Housing Act or other Federal equal opportunity requirements.

?? Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The Housing Authority will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

?? In cases where the owner and tenant bear the same last name, the Housing Authority may at its discretion, require the family and or owner to certify whether they are related to each other in any way.

?? The owner has violated obligations under a - (HAP) contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

?? The owner has committed fraud, bribery or any other corrupt act in connection with any Federal housing program.

?? The owner has engaged in drug-related criminal activity or any violent criminal activity.

?? The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program.

?? The owner has a history or practice of renting units that fail to meet State or local housing codes.

?? The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other Federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

?? Threatens the right to peaceful enjoyment of the premises by other residents.

?? Threatens the health or safety of other residents, employees of the Housing Authority, owners, or employees/ - other persons engaged in management of the housing.

?? Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.

?? Engages in drug-related criminal activity or violent criminal activity.

?? The owner has not paid State or local real estate taxes, fines or assessments.

?? The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

B. OWNER RESTRICTIONS AND PENALTIES [24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the Housing Authority will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The Housing Authority may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the Housing Authority will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violation.

See Chapter 24, Program Integrity Addendum for guidance as to how owner fraud will be handled.

C. CHANGE IN OWNERSHIP

A change in ownership may require execution of a new contract.

The Housing Authority may approve the assignment of the HAP contract at the old owner's request. The Housing Authority may approve the assignment, since they are a party to the contract. The Housing Authority may deny approval of assignment of the contract, for any of the reasons listed in Section A, Disapproval of Owner of this chapter.

The Housing Authority will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the recorded deed or other document showing the transfer of title and the Federal Tax Identification Number or Social Security number of the new owner.

If the new owner does not want an assignment of the contract, the Housing Authority will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to

another unit.

Chapter 17-PROGRAM INTEGRITY ADDENDUM

[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

HUD conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement. The Housing Authority of the County of San Joaquin (HACSJ) is committed to ensuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.

The HACSJ will take all steps necessary to prevent fraud, waste and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HACSJ's policies for the prevention, detection and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the HACSJ undertake an inquiry or an audit of a participating family arbitrarily. The HACSJ's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The HACSJ staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HACSJ has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and when indicators of possible abuse come to the HACSJ's attention, to investigate such claims.

The HACSJ will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

?? Referrals, Complaints or Tips. The HACSJ will follow up on referrals from other agencies, companies or persons which are received by mail, telephone or in person, which allege that a family is in noncompliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

?? Internal File Review. A follow-up will be made if HACSJ staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts which conflict with previous file data, the HACSJ's knowledge of the family, or is discrepant with statements made by the family.

?? Verification of Documentation. A follow-up will be made if the HACSJ receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies).

B. STEPS THE HACSJ WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

?? Things You Should Know (HUD-1140-OIG). This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the HACSJ's expectations for cooperation and compliance.

?? Briefing Session. Mandatory orientation sessions will be conducted by the HACSJ staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Housing Choice Voucher" to confirm that all rules and pertinent regulations were

explained to them.

?? Resident Counseling. The HACSJ will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

?? Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.

C. STEPS THE HACSJ WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The HACSJ staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.

?? Quality Control File Reviews. Prior to initial certification, and at the completion of all subsequent recertifications, each participant file will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

?? Observation. The HACSJ management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

?? Public Record Bulletins. May be reviewed by management and staff.

?? State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made in order to detect unreported wages or unemployment compensation benefits.

?? Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

?? When an allegation is received by the HACSJ wherein unreported income sources are disclosed.

?? When a participant's expenditures exceed their reported income, and no plausible explanation

is given.

D. THE HACSJ'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The HACSJ staff will encourage all participating families to report suspected abuse to the Leasing Specialist. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up.

The Leasing Specialist will not follow up on allegations which are vague or otherwise nonspecific. Only allegations which contain one or more independently verifiable facts will be reviewed.

File Review

An internal file review will be conducted to determine:

?? If the subject of the allegation is a current voucher holder of the HACSJ and if so, to determine whether or not the information reported has been previously disclosed by the family.

?? It will then be determined if the HACSJ is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

Conclusion of Preliminary Review

If at the conclusion of the preliminary file review, there are facts contained in the allegation which conflict with file data, and the facts are independently verifiable, the Leasing Specialist will initiate an investigation to determine if the allegation is true or false.

E. OVERPAYMENT TO OWNERS

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the contract, the HACSJ may terminate the contract and arrange for restitution to the HACSJ and/or family as appropriate.

The HACSJ will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the HACSJ or the family, as applicable.

F. HOW THE HACSJ WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the HACSJ determines that an allegation or referral warrants a follow-up, either the staff person who is responsible for the file or the Quality Control Assistant will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the HACSJ will secure the written authorization from the program participant for the release of information.

?? Credit Bureau Inquiries (CBI). In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

?? Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

?? Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.

?? Public Records. If relevant, the HACSJ will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

?? Interviews with Head of Household or Family Members. The HACSJ will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the HACSJ's central office. A high standard of courtesy and professionalism will be maintained by the HACSJ staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HACSJ

Documents and other evidence obtained by the HACSJ during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." Such cases under review will not be discussed among HACSJ staff unless they are involved in the process, or have information which may assist in the investigation.

H. CONCLUSION OF THE HACSJ'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the reviewer will report the findings to the Rental Assistance Manager and/or his/her designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the HACSJ will review the facts to determine:

?? The type of violation (procedural noncompliance, fraud).
?? Whether the violation was intentional or unintentional.
?? What amount of money (if any) is owed by the family.

?? If the family is eligible for continued occupancy.

J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED

Once a program violation has been documented, the HACSJ will propose the most appropriate remedy based upon the type and severity of the violation.

Procedural Noncompliance

This category applies when the family "fails to" observe a procedure or requirement of the HACSJ, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of noncompliance violations are:

?? Failure to appear at a pre-scheduled appointment.
?? Failure to return verification in time period specified by the HACSJ.

Warning Notice to the Family. In such cases a notice will be sent to the family which contains the following:

?? A description of the noncompliance and the procedure, policy or obligation which was violated.

?? The date by which the violation must be corrected, or the procedure complied with.

?? The action which will be taken by the HACSJ if the procedure or obligation is not complied with by the date specified by the HACSJ.

?? The consequences of repeated (similar) violations.

Procedural Noncompliance - Overpaid Assistance

When the family owes money to the HACSJ for failure to report changes in income or assets, the HACSJ will issue a Notice of Termination letter. This Notice will contain the following:

?? A description of the violation.
?? A 10-day response period.
?? The right to disagree and to request an informal hearing with instructions for the request of such hearing.

Participant Fails to Comply with HACSJ's Notice. If the participant fails to comply with the HACSJ's notice, and a family obligation has been violated, the HACSJ will follow through with termination of assistance.

Participant Complies with HACSJ's Notice. When a family complies with the HACSJ's notice, the hearing officer will meet with them to discuss and explain the family obligation or program rule which was violated. The hearing officer will complete a Hearing Summary, mail one copy to the family and retain a copy in the family's file.

Intentional Misrepresentations

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact, which results (or would have resulted) in an overpayment of housing assistance by the HACSJ, the HACSJ will evaluate whether or not:

?? The participant had knowledge that his/her actions were wrong, and
?? The participant willfully violated the family obligations or the law.

Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, Housing Choice Voucher, and personal declaration(s) are adequate to establish knowledge of wrong-doing.

The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

?? An admission by the participant of the misrepresentation.

?? That the act was done repeatedly.

?? If a false name or Social Security Number was used.

?? If there were admissions to others of the illegal action or omission.

?? That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).

?? That the participant falsified, forged or altered documents.

?? That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

Dispositions of Cases Involving Misrepresentations

In all cases of misrepresentations involving efforts to recover monies owed, the HACSJ may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the HACSJ has established criminal intent, and the case meets the criteria for prosecution, the HACSJ may refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The HACSJ may terminate assistance and demand payment of restitution in full.

A secondary purpose of the informal hearing is to assist the HACSJ in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HACSJ will consider:

?? The duration of the violation and number of false statements.
?? The family's ability to understand the rules.
?? The family's willingness to cooperate, and to accept responsibility for their actions.
?? The amount of money involved.
?? The family's past history.
?? Whether or not criminal intent has been established.
?? The number of false statements.

Chapter 18

OWNER OR FAMILY DEBTS TO THE HOUSING AUTHORITY

[24 CFR 982.552]

INTRODUCTION

This chapter describes the Housing Authority's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the Housing Authority's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the Housing Authority's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the Housing Authority, the Housing Authority will make every effort to collect it. The Housing Authority will use a variety of collection tools to recover debts including, but not limited to:

?? Requests for lump sum payments
?? Civil suits
?? Payment agreements
?? Abatements
?? Reductions in HAP to owner
?? Collection agencies
?? Credit bureaus
?? Income tax set-off programs

A. PAYMENT AGREEMENT FOR FAMILIES [24 CFR 982.552 (c) (v-vii)]

A payment agreement as used in this Administrative Plan is a document entered into between the Housing Authority and a person who owes a debt to the Housing Authority. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the Housing Authority upon default of the agreement.

The maximum amount for which the Housing Authority will enter into a payment agreement with a family is $5,000.

The minimum monthly amount of monthly payment for any payment agreement is $10.00.

The maximum length of time the Housing Authority will enter into a payment agreement with a family is twelve (12) to twenty-four (24) months, depending on the family's circumstances.

The Housing Authority will review the total repayment amount and the family's ability to pay to determine the length of time allowed for repayment.

The Housing Authority will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the Housing Authority.

There are some circumstances in which the Housing Authority will not enter into a payment agreement. They are:

?? If the family already has a payment agreement in place.
?? If the Housing Authority determines that the family committed program fraud.

B. DEBTS OWED FOR CLAIMS [24 CFR 792.103, 982.552 (c) (v-vii)]

Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the Housing Authority, the Housing Authority will:

?? Require the family to pay the balance in full.
?? Pursue civil collection of the balance due.
?? Terminate the housing assistance.

If the family requests a move to another unit and has a payment agreement in place for the payment of an owner claim, and the payment agreement is not in arrears, the family will be permitted to

move, as long as the balance remains current.

If the family requests a move to another unit and is in arrears on a payment agreement for the payment of an owner claim, the family will be required to pay the balance in full, or be terminated from the program.

C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION [24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the Housing Authority due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the payment agreement Section of this Chapter.

Program Fraud

Families who owe money to the Housing Authority due to program fraud will be required to repay in accordance with the guidelines in section E, Payment Agreement, - of this chapter.

If a family owes an amount which equals or exceeds - $5,000 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the Housing Authority will refer the case for criminal prosecution.

Payment Procedures for Program Fraud

Families who commit program fraud or untimely reporting of increases in income will be subject to the following procedures:

?? The minimum monthly payment will be $10.00.

?? The amount of the monthly payment will be determined in accordance with the family's current income.

D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family owes the Housing Authority money for rent arrears incurred during the minimum rent period, the Housing Authority will calculate the total amount owed and divide it by twelve (12) to arrive at a reasonable payback amount that the family will be required to pay to the Housing Authority monthly in addition to the family’s regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to the Housing Authority.

If the family goes into default on the repayment agreement for back rent incurred during a minimum

rent period, the Housing Authority will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing payment agreement.

E. GUIDELINES FOR PAYMENT AGREEMENTS [24 CFR 982.552 (c) (v-vii)]

Payment agreements will be executed between the Housing Authority and the head of household and co-head or head of household and spouse.

The payment agreement must be executed by the - Rental Assistance Manager or his/her designee.

Payments may only be made by money order or cashier's check.

The payment agreement will be in default when a payment is delinquent by the 10th of the month.

The family's assistance will be terminated unless the Housing Authority receives the balance of the payment agreement in full within thirty (30) days of the termination notice.

A payment agreement will be considered to be in default when it is in arrears for 30 days.

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Rental Assistance Manager

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

?? Family size exceeds the HQS maximum occupancy standards
?? The HAP contract is terminated due to owner non-compliance or opt-out
?? A natural disaster

Additional Monies Owed

If the family already has a payment agreement in place and incurs an additional debt to the Housing Authority, the Housing Authority may enter into more than one payment agreement with the family, depending on their payment history.

F. OWNER DEBTS TO THE HOUSING AUTHORITY [24 CFR 982.453(b)]

If the Housing Authority determines that the owner has retained Housing Assistance -Payments the owner is not entitled to, the Housing Authority may reclaim the amounts from future Housing Assistance -Payments owed the owner for any units under contract.

If future Housing Assistance –Payments are insufficient to reclaim the amounts owed, the Housing Authority will:

?? Require the owner to pay the amount in full within thirty to forty-five (30-45) days.

?? Enter into a payment agreement with the owner for the amount owed.
?? Pursue collections through the local court system.
?? Restrict the owner from future participation.

G. WRITING OFF DEBTS

Debts will be written off if:

?? The debtor's whereabouts are unknown and the debt is more than three (3) years old.
?? A determination is made that the debtor is judgment proof.
?? The debtor is deceased.
?? The debtor is confined to an institution indefinitely or for more than five (5) years.
?? The amount is less than $5,000 and the debtor cannot be located.

Chapter 19

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the Housing Authority. This chapter describes the policies, procedures and standards to be used when families disagree with a Housing Authority decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the Housing Authority to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE HOUSING AUTHORITY

The Housing Authority will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The Housing Authority may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

?? Families
?? Owners
?? Staff
?? General Public

Complaints from Families

Complaints received from families or owners due to the action or inaction of the Housing Authority will be referred to the Leasing Specialist. -. If a complaint is not resolved, it will be referred to the Compliance Supervisor. If still not resolved, it will be referred to the - Rental Assistance Manager.

Complaints from Owners

Complaints received from owners due to the action or inaction of the Housing Authority or family will be referred to the Leasing Specialist– Complaints from owners will be referred to the (1) Leasing Specialist , (2) - Compliance Supervisor or (3) - Rental Assistance Manager.

Complaints from Staff

If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the - Rental Assistance Manager.

Complaints from the General Public

Complaints or referrals from persons in the community in regard to the Housing Authority, a family or an owner will be referred to the Leasing Specialist. If a complaint is not resolved, it will be referred to the - Compliance Supervisor. If a complaint is still not resolved, it will be referred to- the Rental Assistance Manager.

The Housing Authority hearing procedures will be provided to families in the briefing packet.

B. PREFERENCE DENIALS

When the Housing Authority denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with Housing Authority staff to discuss the reasons for the denial and to dispute the Housing Authority's decision.

The person who conducts the meeting will be the – Applications Compliance Supervisor or his/her designee.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS [24 CFR 982.54(d)(12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

When the Housing Authority determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

?? The reason(s) they are ineligible.
?? The procedure for requesting a review if the applicant does not agree with the decision.
?? The time limit for requesting a review.

When denying admission for criminal activity as shown by a criminal record, the Housing Authority will provide the subject of the record and the applicant with a copy of the criminal record upon which the decision to deny was based.

The Housing Authority must provide applicants with the opportunity for an informal review of decisions denying:

?? Qualification for preference.
?? Listing on the Housing Authority's waiting list.
?? Issuance of a voucher.
?? Participation in the program.
?? Assistance under portability procedures.

Informal reviews are ***not required*** for established policies and procedures and Housing Authority determinations such as:

?? Discretionary administrative determinations by the Housing Authority.
?? General policy issues or class grievances.
?? A determination of the family unit size under the Housing Authority subsidy standards.
?? Refusal to extend or suspend a voucher.
?? A Housing Authority determination not to grant approval of the tenancy.
?? Determination that unit is not in compliance with HQS
?? Determination that unit is not in accordance with HQS due to family size or composition.

Procedure for Review

A request for an informal review must be received in writing by the close of the business day, no later than ten (10) business days from the date of the Housing Authority's notification of denial of assistance. The informal review will be scheduled within ten (10) business days from the date the request is received.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The review may be conducted by:

?? A staff person who is at the management level or above.
?? An independent contractor qualified by the Housing Authority.

The applicant will be given the option of presenting oral or written objections to the decision. Both the Housing Authority and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

The review may be conducted by mail and/or telephone if acceptable to both parties.
A notice of the review findings will be provided in writing to the applicant within ten (10) business days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES [24 CFR 982.555(a-f), 982.54(d)(13)]

When the Housing Authority makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The Housing Authority will give the family prompt notice of such determinations which will include:

?? The proposed action or decision of the Housing Authority.
?? The date the proposed action or decision will take place.
?? The family's right to an explanation of the basis for the Housing Authority's decision.
?? The procedure for requesting a hearing if the family disputes the action or decision.
?? The time limit for requesting the hearing.
?? To whom the hearing request should be addressed.
?? A copy of the Housing Authority's hearing procedures.

When terminating assistance for criminal activity as shown by a criminal record, the Housing Authority will provide the subject of the record and the tenant/participant with a copy of the criminal record upon which the decision to terminate was based.

The Housing Authority must provide participants with the opportunity for an informal hearing for decisions related to any of the following Housing Authority determinations:

?? Determination of the family's annual or adjusted income and the computation of the housing assistance payment.

?? - Calculation of utility allowance -.

?? Family unit size determination under Housing Authority subsidy standards.

?? Determination to terminate assistance for any reason.

?? Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

The Housing Authority must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings are *not required* for established policies and procedures and Housing Authority determinations such as:

?? Discretionary administrative determinations by the Housing Authority.

?? General policy issues or class grievances.

?? Establishment of the Housing Authority schedule of utility allowances for families in the program.

?? A Housing Authority determination not to approve an extension or suspension of a voucher term.

?? A Housing Authority determination not to approve a unit or lease.

?? A Housing Authority determination that an assisted unit is not in compliance with HQS (Housing Authority must provide hearing for family breach of HQS because that is a family obligation determination).

?? A Housing Authority determination that the unit is not in accordance with HQS because of the family size.

?? A Housing Authority determination to exercise or not exercise any right or remedy against the owner under a HAP contract.

Notification of Hearing

It is the Housing Authority's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the Housing Authority will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the Housing Authority receives a request for an informal hearing, a hearing shall be scheduled within fourteen (14) days. The notification of hearing will contain:

?? The date and time of the hearing.

?? The location where the hearing will be held.

?? The family's right to bring evidence, witnesses, legal or other representation at the family's expense.

?? The right to view any documents or evidence in the possession of the Housing Authority upon which the Housing Authority based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing. Requests for such documents or evidence must be received no later than five (5) business days before the hearing date.

?? A notice to the family that the Housing Authority will request a copy of any documents or evidence the family will use at the hearing. Requests for such documents or evidence must be received no later than five (5) business days before the hearing date.

The Housing Authority's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the Housing Authority within twenty-four (24) hours, excluding weekends and holidays. The Housing Authority will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

?? Present written or oral objections to the Housing Authority's determination.

?? Examine the documents in the file which are the basis for the Housing Authority's action, and all documents submitted to the hearing officer.

?? Copy any relevant documents at their expense.

?? Present any information or witnesses pertinent to the issue of the hearing.

?? Request that Housing Authority staff be available or present at the hearing to answer questions pertinent to the case.

?? Be represented by legal counsel, advocate, or other designated representative at their own expense.

?? If the family requests copies of documents relevant to the hearing, the Housing Authority will make the copies for the family and assess a charge of $.10 per copy. In no case will the

family be allowed to remove the file from the Housing Authority's office.

In addition to other rights contained in this chapter, the Housing Authority has a right to:

?? Present evidence and any information pertinent to the issue of the hearing.

?? Be notified if the family intends to be represented by legal counsel, advocate, or another party.

?? Examine and copy any documents to be used by the family prior to the hearing.

?? Have their attorney present.

?? Have staff persons and other witnesses familiar with the case present.

The informal hearing shall be conducted by the hearing officer appointed by the Housing Authority who is neither the person who made or approved the decision, nor a subordinate of that person. The Housing Authority appoints hearing officers who are:

?? Housing Authority Management.
?? An independent contractor qualified by the Housing Authority.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. “Documents” includes records and regulations.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the action of the Housing Authority shall take effect and another hearing will not be granted.

The hearing officer will determine whether the action, inaction or decision of the Housing Authority is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the Housing Authority and the family within ten (10) business days and shall include:

?? A clear summary of the decision and reasons for the decision;

?? If the decision involves money owed, the amount owed; and
?? The date the decision goes into effect.

The Housing Authority is not bound by hearing decisions:

?? Which concern matters in which the Housing Authority is not required to provide an opportunity for a hearing.

?? Which conflict with or contradict HUD regulations or requirements.

?? Which conflict with or contradict Federal, State or local laws.

?? Which exceed the authority of the person conducting the hearing.

The Housing Authority shall send a letter to the participant if it determines the Housing Authority is not bound by the hearing officer's determination within ten (10) business days. The letter shall include the Housing Authority's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" [24 CFR PART 5, SUBPART E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the Housing Authority hearing is pending but assistance to an applicant may be delayed pending the Housing Authority hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and a manual search do not verify the claim, the Housing Authority notifies the applicant or participant within ten (10) days of their right to appeal to the INS within thirty (30) days or to request an informal hearing with the Housing Authority either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the Housing Authority a copy of the appeal and proof of mailing or the Housing Authority may proceed to deny or terminate. The time period to request an appeal may be extended by the Housing Authority for good cause.

The request for a Housing Authority hearing must be made within fourteen (14) days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen (14) days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this

chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible and there are no other eligible family members, the Housing Authority will:

?? Deny the applicant family.
?? Defer termination if the family is a participant and qualifies for deferral.
?? Terminate the participant if the family does not qualify for deferral.

If there are eligible members in the family, the Housing Authority will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

?? If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

?? Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

?? Participants whose assistance is prorated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

?? Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES [24 CFR 982.204, 982.552(c)]

When applicants are denied placement on the waiting list, or the Housing Authority is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

Chapter 20

SPECIAL HOUSING TYPES

[24 CFR 982.601]

INTRODUCTION

The Housing Authority may consider the use of special housing types in its program depending on the local need, funding availability and that the applicant/participant can demonstrate this would be the only way the family could obtain assistance. In addition, the use of special housing types would be made available if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability. Acceptable demonstration will include documentation from one or more knowledgeable professionals who are familiar with the applicant/participant and or the type of special housing requested as an accommodation.

The Housing Authority will not set aside any program funding for special housing types, or for a special housing type unless the Housing Authority receives special funding for such programs. A family may choose whether to rent housing that qualifies as a special housing type or to rent other eligible housing in accordance with requirements of the program.

Verification of Need for Reasonable Accommodation

Acceptable documentation as verification of the need for reasonable accommodation would be a letter to the Housing Authority describing how the special housing type requested provides the accommodation of which the person is in need. The request and documentation will be reviewed by the - Rental Assistance Manager –and a written response stating approval or disapproval will be sent to the applicant/participant within fourteen (14) days of receipt of the request.

A copy of the Housing Authority's response with supporting documentation will be maintained in the applicant/participant's file. The requested housing type must be approvable by all other HUD standards and HQS requirements in accordance with 24 CFR 982 Section M - Special Housing Types.

A. SINGLE ROOM OCCUPANCY [24 CFR 982.602]

The Housing Authority will use a separate lease and Housing Assistance Payment contract for each assisted person residing in a Single Room Occupancy (SRO) unit. [24 CFR 982.603] At this time the Housing Authority is not assisting any SRO units.

B. SHARED HOUSING [24 CFR 982.615]

Occupancy

An assisted family may reside in shared housing. In shared housing, an assisted family may share a unit with another resident or residents of a unit. The unit may be a house or an apartment.

The Housing Authority may approve a live-in aide to reside with a family in order to care for a person with a disability. The Housing Authority must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Other persons who are assisted or not assisted under the tenant-based program may reside in a shared housing unit. The owner of a shared housing unit may reside in the unit.

A resident owner may enter into a HAP contract with the Housing Authority. However, housing assistance may not be paid on behalf of an owner. The Housing Authority will not approve assistance for a person or family that is related by blood or marriage to a resident owner.

There will be a separate housing assistance payment contract and lease for each assisted family residing in a shared housing unit.

Rent and HAP Contract

For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms in the private space available for occupancy by a family by the total number of bedrooms in the unit. For example, for a family entitled to occupy three bedrooms in a five bedroom unit, the ratio would be 3/5.

The rent to owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit. The reasonable rent must be in accordance with the guidelines set in the "Owner Rents, Rent Reasonableness, and Payment Standards" chapter.

Maximum Subsidy

For a family that resides in a shared housing unit the payment standard is the lower of the payment standard amount on the Housing Authority payment standard schedule for the family unit size or the pro-rata portion of the payment standard amount on the Housing Authority payment standard for the shared housing unit size.

If the Housing Authority approves a live-in aide, the live-in aide will be counted in determining the family unit size.

Utility Allowance

The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

Housing Quality Standards

The Housing Authority will ensure that all shared housing units approved for the program are in compliance with all of the Housing Quality Standards for shared housing as regulated in 24 CFR 982.618.

C. MANUFACTURED HOMES [24 CFR 982.620]

The Housing Authority will permit a family to lease a manufactured home and space with assistance under the program. The Housing Authority will provide assistance for a family that owns the manufactured home and leases only the space.

Housing Quality Standards [24 CFR 982.621]

A manufactured home must meet all the HQS requirements outlined in Chapter 10, Housing Quality Standards and Inspections and regulated by 24 CFR 982.401. In addition the manufactured home also must meet the following requirements:

?? A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

?? A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

Manufactured Home Space Rental [24 CFR 982.622]

Rent to owner for a manufactured home space will include payment for maintenance services that the owner must provide to the tenant under the lease for the space.

Rent to owner does not include the cost of utilities and trash collection for the manufactured home. However, the owner may charge the family a separate fee for the cost of utilities or trash collection provided by the owner.

Reasonable Rent

During the assisted tenancy, the rent to owner for the manufactured home space may not exceed a reasonable rent as determined by the Housing Authority.

The Housing Authority will not approve a lease for a manufactured home space until the Housing Authority has determined that the initial rent to owner for the space is a reasonable rent.

At least annually during the assisted tenancy, the Housing Authority will re-determine that the rent is reasonable.

The Housing Authority will determine whether the rent to owner for a manufactured home space is a reasonable rent in comparison to rents for other comparable manufactured home spaces. The Housing Authority will consider the size and location of the space and any services and maintenance provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the Housing Authority, the owner of the manufactured home space certifies that the rent to owner for the space is not more than rent charged by the owner for unassisted rentals of comparable spaces in the same manufactured home park or elsewhere. If requested by the Housing Authority, the owner must provide the Housing Authority information on rents for other manufactured home space.

Housing Assistance Payments for Manufactured Home Space [24 CFR 982.623]

-HAP for the Voucher Tenancy

There is a separate FMR for a family renting a manufactured home space. The payment standard is used to calculate the monthly housing assistance payment for a family. The FMR for rental of a manufactured home space is generally – 40 percent (40%) of the published FMR for a two-bedroom unit.

Subsidy Calculation for the Voucher Program

During the term of a voucher tenancy, the amount of the monthly housing assistance payment for a family will equal the lesser of:

?? The payment standard minus the total tenant payment; or

?? The rent paid for rental of the real property on which the manufactured home owned by the family is located (the space rent) minus the total tenant payment.

The space rent is the sum of the following as determined by the Housing Authority:

?? Rent to owner for the manufactured home space;
?? Owner maintenance and management charges for the space;
?? The utility allowance for tenant paid utilities.

Utility Allowance Schedule for Manufactured Home Space Rental [24 CFR 982.624]

The Housing Authority will establish utility allowances for manufactured home space rentals. During the initial lease term only, the allowances will include a reasonable amount for utility hook-up charges payable by the family, if the family actually incurs the expenses because of a move.

Allowances for utility hook-up charges do not apply to a family that leases a manufactured home space in place.

Utility allowances for manufactured home space will not be applied to cover the costs of digging a well or installation of a septic system.

Chapter 21

- HOUSING CHOICE VOUCHER HOMEOWNERSHIP OPTION PROGRAM OF - THE HOUSING AUTHORITY OF THE COUNTY OF SAN JOAQUIN

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the Housing Authority. This chapter describes the policies, procedures and standards **Chapter 21**

A. -GENERAL PROVISIONS.

Housing Authority permits eligible participants in the – Housing Choice Voucher Program, including participants with portable vouchers, the option of purchasing a home with their – Housing Choice Voucher Program ("HCVP") assistance rather than renting. The home ownership option is limited to five percent (5%) of the total – Housing Choice Voucher Program administered by - the Housing Authority of the County of San Joaquin (HACSJ) in any fiscal year, provided that disabled families shall not be subject to the five percent (5%) limit. If applications exceed such 5% limit, participants in the Family Self Sufficiency ("FSS") program shall receive a priority for participation in the Housing Choice Voucher Homeownership Option Program ("HOP").

Eligible applicants for the - "HOP" - - must:

- ?? Complete an initial - "HCVP" lease term of at least one year,
- ?? Not owe - HACSJ or any other Housing Authority an outstanding debt
- ?? Meet the eligibility criteria set forth herein.

"HOP"- may be used to purchase the following types of homes within the County of San Joaquin:

- ?? New or existing single-family home
- ?? Condominium
- ?? Planned use development
- ?? Cooperatives
- ?? Lofts
- ?? Live/work units
- ?? Manufactured homes.

Per 24CFR 982.636(b) – HACSJ– will permit portability of "HOP" assistance to another jurisdiction, provided the receiving jurisdiction operates a homeownership program and is accepting new homeownership families.

B. FAMILY ELIGIBILITY REQUIREMENTS. (24CFR 982.627)

Participation in the – "HOP" is voluntary. Each – "HOP" participant must meet the general requirements for admission to the – "HCVP" as set forth in – HACSJ Administrative Plan. – and must be "eligible" to participate in the – "HOP". The additional eligibility requirements for participation in - "HOP" include that the family must:

1. Meet the first-time homeowner requirements or have a member who is a person with disabilities

2. Meet a minimum income requirement without counting income from "welfare assistance" sources with the exception of elderly and disabled households

3. Meet the - employment - requirements with the exception of elderly and disabled households

4. Have completed an initial lease term of one year in the –"HCVP"–Have fully repaid any outstanding debt owed to - HACSJ or any other Housing Authority

5. Have not defaulted on a mortgage securing debt to purchase a home under the -"HOP"

6. Preference for Family Self Sufficiency ("FSS") participants

7. Not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance except for cooperative members who have acquired cooperative membership shares prior to commencement of "HOP" assistance

8. Have entered into a contract of sale in accordance with 24CFR 982.631(c) except for cooperative members who have acquired cooperative membership shares prior to commencement of "HOP" assistance

First-Time Homeowner Requirements-Each - family must be any of the following: - - -.
A "first-time homeowner" (as defined in definitions section) - -A member of a cooperative (as defined in definitions section) –Be a family of which a family member is a person with disabilities and use of the "HOP" is needed as a reasonable accommodation so that "HOP" is readily available and usable by such person

?? Minimum Income Requirement
At commencement of monthly homeownership assistance payments, the family must demonstrate for all adult family members who will own the home, that the annual income, as determined by the HACSJ meets the following requirements

?? Disabled families (as defined in definitions section) must have a minimum monthly income equivalent to the Federal Supplement Security Income benefit for an individual living alone multiplied by twelve (12).

?? All non-disabled families (as defined in definitions section) must have a minimum monthly income equivalent to the Federal minimum wage multiplied by two thousand (2,000) hours. The HACSJ shall not count any "Welfare Assistance" received by the family in determining annual income except for elderly families (as defined in definitions section). The disregard of "Welfare Assistance" income only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance but does not affect:

✍ Determination of income eligibility for admission to the "HCVP"

✍ Calculation of the amount of the family's total tenant payment ("TTP")

✍ Calculation of the amount of homeownership assistance payments on behalf of the family

?? Employment -Requirements

With the exception of disabled and elderly households, each family must demonstrate the following:

- That one or more adult members of the family who will own the home at commencement of home ownership assistance is employed full-time (not less than an average of 30 hours per week)

- Has been continuously employed for one year prior to commencement of homeownership assistance for the family

HACSJ Chief Executive Officer may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The – Chief Executive Officer may also consider successive employment during the one-year period and self-employment in a business.

?? Completion of Initial Lease Term.
Applicants and new participants in the – "HCVP" shall not be eligible for participation in the – "HOP" until completion of an initial – "HCVP" one year lease term and the participant's first annual recertification in the – "HCVP". Nothing in this provision will preclude – families – that have completed an initial lease term in another jurisdiction from participating in the -"HOP".

?? Repayment of Any Housing Authority Debts
Participants in the – "HCVP" shall be ineligible for participation in the – "HOP" in the event any debt or portion of a debt remains owed to – HACSJ or any other Housing Authority. Nothing in this provision will preclude – families that have fully repaid such debt(s) from participating in the - "HOP".

?? Prior Mortgage Defaults

?? The family will be ineligible to participate in the "HOP" if an adult - member of the family previously defaulted on a mortgage obtained through the "HOP". – Preference for Participation in the FSS Program.
Applicants for the home ownership program are not required to participate in – HACSJ "FSS"– program in order to participate in the – "HOP". However, in the event the applications for home ownership assistance exceed five percent (5%) of – "HACSJ's" total voucher program in any fiscal year, "FSS" participants shall have a preference for participation in the - "HOP". Participants in an Individual Development Account ("IDA ") program administered by an agency other than - HACSJ also will receive a preference for home ownership assistance in the event applicants for home ownership assistance exceed the 5% limitation.

C. FAMILY PARTICIPATION REQUIREMENTS

Once a family is determined to be eligible to participate in the program, - they must comply with the following additional requirements:

1. Complete a homeownership counseling program approved by HACSJ prior to commencement of home ownership assistance

2. Locate the home they propose to purchase within a specified time

3. Submit a sales agreement containing specific components to - HACSJ for approval

4. Allow HACSJ to inspect the proposed unit to assure that the unit meets appropriate housing quality standards

5. Obtain an independent inspection covering major "building systems"

6. Obtain HACSJ approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements)

7. Enter into a written agreement with HACSJ to comply with all of its obligations under the "HCVP"

?? Home Ownership Counseling Program. 24CFR 982.630
A family's participation in the homeownership program is conditioned on the family attending and successfully completing a homeownership and housing counseling program provided or approved by – HACSJ prior to commencement of homeownership assistance. The home ownership and counseling program will cover the following topics:

- Home maintenance
- Budgeting and money management
- Credit counseling
- Negotiating purchase price
- Securing mortgage financing
- Locating a home
- The advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families

[Note: – 24CFR 982. 630(b) provides "suggested topics" for the - required pre-assistance counseling program which are, for the most part, included here. – HACSJ omitted suggested topics regarding fair housing, RESPA obligations and predatory lending issues. These topics should also be included in the homeownership counseling program. The counseling agency providing the counseling program shall either be approved by HUD or the program shall be consistent with the home ownership counseling provided under HUD's Housing Counseling program. –HACSJmay require families to participate in an HACSJapproved home ownership-counseling program on a continuing basis.]

?? Locating and Purchasing a Home.

1. Locating A Home 24CFR 982.629
   Upon approval for the – "HOP", a family shall have one hundred eighty (180) days to locate a home to purchase. If a suitable home to purchase is not located within the one hundred eighty (180) days the homeownership voucher shall expire. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to – HACSJ. If the family had entered into a contract to purchase but the renovation or construction is not complete within the one hundred eighty (180) day period then the voucher will be extended by the length of necessary to compensate for any such construction delay that is beyond the control of the family During a – "HCVP" participant's search for a home to purchase, their – rental assistance shall continue pursuant to the Administrative Plan. If a - family is unable to locate a home within the time approved by - HACSJ, their - rental assistance through the - "HCVP" shall continue.

2. Type of Home 24CFR 982.628
   A family approved for – homeownership assistance may purchase the following type of homes within the County of San Joaquin:

   ?? a new or existing - singe-family home
   ?? a condominium
   ?? a home in a planned use development
   ?? a cooperative
   ?? a loft or live/work unit
   ?? or a manufactured home to be situated on a privately owned lot or on a leased pad in a mobile home park

1. The home must be already existing or under construction at the time –HACSJ determines the family eligible for home ownership assistance to purchase the unit. Purchasing a Home 24CFR 982.629
   Once a home is located and a sales agreement approved by - HACSJ is signed by the family, the family shall have up to three (3) months, or such other time as is approved by – HACSJ Chief Executive Officer or set forth in the – HACSJ approved sales agreement, to purchase the home.

2. Failure to Complete Purchase 24 CFR982.629
   If a – participant is unable to purchase the home within – the three month period permitted by –HACSJ, – HACSJ shall continue the family's participation in the "HCVP". The family may not re-apply for the - "HOP" until they have completed an additional year of participation in the – "HCVP" following the initial determination of their eligibility for the - "HOP".

3. Lease-Purchase
   Families may enter into lease-purchase agreements while receiving – rental

assistance. All requirements of the – "HCVP" apply to lease-purchase agreements, except that families are permitted to pay an extra amount out-of-pocket to the owner for purchase related expenses—a "homeownership premium." Any "homeownership premium," defined as an increment of value attributable to the value of the lease-purchase right or agreement, is excluded from – HACSJ rent reasonableness determination and subsidy calculation, and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option, they must notify the Home Ownership Counselor – and apply for the – "HOP". If determined eligible for homeownership assistance, the family may be admitted to the – "HOP" and must meet all the requirements of these policies.

4. Sales Agreement.
   Prior to execution of the offer to purchase or sales agreement, the family must provide the financing terms to - HACSJ for approval. The sales agreement must -:

   ?? Specify the price and other terms of sale by the seller to the purchaser

   ?? Provide for a Housing Quality Standards (HQS) inspection by - HACSJ

   ?? Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser

   ?? State that the purchaser is not obligated to purchase unless such inspections are satisfactory to - HACSJ.

   ?? Provide that the purchaser is not obligated to pay for any necessary repairs without approval by - HACSJ.

   ?? Provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by SJHA pursuant to Section 3(F).

   ?? Contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation, (see website, http://epls.arnet.gov/) Sales Agreement.

   To assure the home complies with "HQS" of the "HOP", homeownership assistance payments may not commence until HACSJ first inspects and passes the home.

1. Independent Initial Inspection Conducted.
   The family must select an independent inspector who is qualified to report on property conditions, including major building systems and components. The independent inspection report must be provided to – HACSJ for approval. HACSJ" may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards. HACSJ will not pay for the independent inspection. The independent inspection report must

cover major building systems and components including foundation and structure:

- ?? Housing interior and exterior
- ?? Roofing
- ?? Plumbing
- ?? Electrical
- ?? Heating systems

1. Financing Requirements.
   The proposed financing terms must be submitted to and approved by – HACSJ or their designee prior to close of escrow to determine the affordability of the family's proposed financing. In making such determination, – HACSJ or their designee may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses –. 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 – HACSJ or their designee. Seller-financing mortgages shall be considered by – HACSJ or their designee on a case-by-case basis. If a mortgage is not FHA-insured, – HACSJ or their designee will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/ FOA, Ginnie Mae, Fannie Mae, Freddie Mac, California Housing Finance Agency (CHFA), USDA Rural Housing Services, the Federal Home Loan Bank, or other private lending institution.

2. Compliance With Family Obligations. 24 CFR982.633, 24C FR982.551 (a), (b), (h), (i), (k), (l), (m), (n)
   The family must execute a "Statement of Homeowner Obligations" and agree, –, to comply with all family obligations under the "HCVP" and "HACSJ's", "HOP" policies. These obligations include:

   - ?? Attending ongoing home ownership counseling, if required by - HACSJ

   - ?? Complying with the mortgage terms;

   - ?? 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. Upon death of a family member who holds title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.

   - ?? Not obtaining a present ownership interest in another residence while receiving home ownership assistance;

?? Supplying all required information to – HACSJ, including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out, refinancing, notice of transfer of any interest in the home and notice of mortgage default. - HACSJ Home Ownership Family Obligation policies are set forth in Appendix A hereto.

D. AMOUNT OF ASSISTANCE.

The family is responsible for paying the difference of the total mortgage and the homeownership assistance payment. The amount of the monthly homeownership assistance payment will be based on three factors:

?? The voucher payment standard for which the family is eligible
?? The monthly home ownership expense
?? The family's household income

HACSJ will pay the lower of either:

?? The payment standard minus the total tenant payment ("TTP")- or
?? The family's monthly homeownership expenses minus the -"TTP".

Determining the Payment Standard.

The voucher payment standard is the fixed amount the – HACSJ annually establishes as the "fair market" rent for a unit of a particular size located within the – HACSJ jurisdiction. In the home ownership program, the initial payment standard will be the lower of either:

?? The payment standard for which the family is eligible based on family size; or

?? 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:

?? The payment standard in effect at commencement of the home ownership assistance; or

?? 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, shall not be adjusted even if there is a subsequent decrease in family size. – HACSJ 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.

Determining the Monthly Home Ownership Expense.

Monthly homeownership expense includes all of the following:

?? Principal and interest on the initial mortgage

?? Any refinancing of such debt

?? Mortgage insurance premium (MIP) incurred to finance the purchase

?? Real estate taxes and public assessments

?? Homeowner's insurance

?? Maintenance expenses

?? Utility allowance per - HACSJ schedule of utility allowances

?? Principal and interest on mortgage debt incurred to finance major repairs

?? Replacements or improvements for the home including changes needed to make the home accessible

?? Homeowner association dues, fees or regular charges assessed, if any

?? Home ownership expenses for a cooperative member may only include – HACSJ 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 purchase of cooperative membership shares and any refinancing of such debt; home insurance; the allowances for maintenance expenses, major repairs and replacements and utilities; and principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible

Determining the Total -Tenant Payment

The – "TTP" 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 public assistance) will be counted to determine the family' s adjusted monthly income for purposes of determining the amount of assistance.

Payment to Family or Lender.

HACSJ will provide the lender with notice of the amount of the housing assistance payment prior to close of escrow and will pay – HACSJ contribution towards the family's homeowner expense directly to the - lender. The family will be responsible to submit their portion - to the lender.

E. TERMINATION OF SECTION 8 HOME OWNERSHIP ASSISTANCE.

1. Grounds for Termination of Homeownership Assistance

   Failure to Comply with Family Obligations under - "HCVP" or - Homeownership Policies.

A family's homeownership assistance may be terminated if the family:

?? Fails to comply with its obligations under the – "HCVP", – HACSJ home ownership policies including but not limited to failure to provide the family's household income and home ownership expenses on an annual basis; – Defaults on the mortgage. If required, the family must attend and complete ongoing homeownership and housing counseling classes.

?? - Fails to comply with the terms of any mortgage incurred to purchase and/or refinance the home.

?? - fails to provide – HACSJ with written notice of any sale or transfer of any interest in the home or – plan to move out of the home – Except as otherwise provided in this section, the family may not convey or transfer the home to any entity or person other than a member of the assisted family while receiving homeownership assistance.

?? -Fails to provide HACSJ any other notices which may be required pursuant to HACSJ homeownership policies.

Occupancy of Home.
Homeownership assistance will only be provided while the family resides in the home. If the family moves out of the home, – HACSJ will not continue homeownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse the – HACSJ for home ownership assistance paid for the month the family moves out.

Moves with continued tenant based assistance
The family may move either with voucher rental assistance in accordance with "HCVP" requirements or with voucher homeowner assistance in accordance with "HOP". HACSJ may not commence tenant based assistance for occupancy of the new unit as long as any family member owns any title or other interest in the prior home. A "HOP" family may not move with continued homeownership assistance during the first two years following commencement of homeownership assistance. After the first two years, the family may move no more than once in any twelve (12) month period.

Changes in Income Eligibility.
A family's homeownership assistance may be changed in the month following annual recertification of the household income, but participation in the – "HOP" shall continue until such time as the assistance payment amounts to $0 for a period of six (6) consecutive months.

Maximum Term of Home Ownership Assistance.
- a family –shall not receive - homeownership assistance for - more than - fifteen (15) years if the initial mortgage incurred to finance purchase of the home has a term that is 20 years

or longer– or ten (10) years in all other cases. Families that qualify as elderly or disabled at the commencement of homeownership assistance are not subject to a maximum term limitation. –. If a disabled – or elderly family ceases to qualify as disabled or elderly, the appropriate maximum term becomes applicable from the date homeownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of home ownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has ownership interest in the unit during any time that home ownership payments are made, or is a spouse of any member of the household who has an ownership interest.

Procedure for Termination of Home Ownership Assistance.
A participant in the – "HOP" shall be entitled to the same termination notice and informal hearing procedures as set forth in the "HCVP" Administrative Plan - -.

F. CONTINUED PARTICIPATION IN SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

1. Default on FHA-Insured Mortgage.
   If the family defaults on an FHA-insured mortgage, – HACSJ may permit the family to move with continued – tenant-based – rental assistance if the family demonstrates that it has:

   (1) The family demonstrates that it has conveyed title to the home to HUD or its designee, as required by HUD; and

   (2) The family demonstrates that it has moved from the home within the period established or approved by HUD and

   (3) There is funding available through the "HCVP"

A. Default on non-FHA-Insured Mortgage.
   If the family defaults on a mortgage that is not FHA-insured, "HCVP" may permit the family to move with continued - tenant-based - rental assistance if

   (1) The family demonstrates that it has conveyed title to the home to the lender, to HACSJ or to its designee, as may be permitted or required by the lender; and

   (2) The family demonstrates that it has moved from the home within the period established or approved by the lender and/or - HACSJ. And

   (3) There is funding available through the "HCVP"

G. HACSJ ADMINISTRATIVE FEE.

For each month that homeownership assistance is paid by – HACSJ on behalf of the family, HACSJ shall be paid the ongoing administrative fee described in 24 CFR24-982.152(b).

H. WAIVER OR MODIFICATION OF HOME OWNERSHIP POLICIES.

The Chief Executive Officer of HACSJ shall have the discretion to waive or modify any provision of the "HOP" or policies not governed by statute or regulation for good cause 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 -Housing Authority of the County of San Joaquin's – HACSJ Home Ownership Program "HOP" 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 –"HOP". 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 - "HOP".

1. - You must comply with all Family Obligations of the "HOP" which include:

   a) Attend ongoing home ownership counseling, if required by HACSJ

   b) Complying with the mortgage terms;

   c) 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. Upon death of a family member who holds title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.

   d) Not obtaining a present ownership interest in another residence while receiving home ownership assistance;

   e) Supplying all required information to HACSJ, including but not limited to annual verification of household income, notice of change in homeownership expenses, notice of move-out, refinancing, notice of transfer of any interest in the home and notice of mortgage default

1. Housing Counseling:
   All participating family members (i.e. those signing the purchase offer and loan documents) must satisfactorily complete a — HACSJ provided or approved counseling program prior to commencement of home ownership assistance. - HACSJ may require any or all-participating family members to attend additional housing counseling classes as a condition of continued assistance.

2. Purchase Contract**:**
   You must include or advise your realtor to include the following condtions of the purchasing contract - that give "HCVP" a reasonable time:

   a) To inspect the home for compliance with HUD's Housing Quality Standards;

   b) To review and approve a professional home inspection report obtained by you from a independent inspector; and

   c) To approve the terms of your proposed financing.
   -.

1. Mortgage Obligations:
   You must comply with the terms of any mortgage incurred in the purchase of the property and must notify - HACSJ- - within five (5) days of receipt of any late payment or default notice.

2. Occupancy:
   You must occupy the unit as your principal residence. You may not transfer, sell, rent, lease or assign any interest in the property without – prior written –notification to the HACSJ -. You must notify – HACSJ in writing at least thirty (30) days prior to moving out of the – unit for a period of thirty (30) days or longer or prior to any sale, transfer, assignment, lease or other form of alienation of the assisted property.

3. Maintenance**:**

4. You must maintain the property in a decent, safe and sanitary manner. -Annual Re-examination**:**
   You must annually provide – HACSJ with current information regarding family income and composition in a format required by - HACSJ. .

5. Refinancing:
   You must notify – HACSJ in writing of any proposal to refinance the original purchase mortgage or of any proposal to encumber the property with secondary financing and obtain - "HACSJ's" written approval of such financing prior to executing any loan documents.

6. Default:
   In the event of a default on your mortgage obligation, you must cooperate with– the lender to minimize any loss to the lender in order to maintain your eligibility to continue as a participant in the "HCVP".

   -.

Chapter 22

PROJECT-BASED VOUCHER PROGRAM
[24 CFR 983]

INTRODUCTION

Items not specifically addressed herein should be referred to the current Administrative Plan for the Housing Choice Voucher Program for guidance.

Guidelines for Implementation

The Housing Authority of the County of San Joaquin (HACSJ), in compliance with the law change of October 27, 2000 (Pub. Law 106-377,114 stat. 1441 and Docket No. FR-4633-N-01) is project basing Housing Choice Vouchers. This amendment to the HACSJ Administrative Plan describes how the Project Based Voucher ('PBV") Program will be administered by the HACSJ.

Project-Based Voucher (PBV) Program Limit

The "PBV" Program cannot exceed – ten percent (10%) of the total number of budgeted units under the HACSJ's Housing Choice Voucher Program "HCVP". -**Fair Housing**

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

HACSJ shall not deny any family or individual the equal opportunity to apply for or receive assistance under the – "HCVP" on the basis of race, color, sex, religion, creed, national or ethnic origin, age, familial status, handicap or disability or sexual orientation.

To further its commitment to fully comply with applicable Civil Rights laws, the HACSJ will provide Federal/State/local information to voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and discrimination complaint forms will be made a part of the voucher holder's briefing packet and available upon request at the front desk.

All Housing Authority staff will be required to attend fair housing training and be informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Fair Housing posters are posted throughout the Housing Authority offices, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organizations to keep current with new developments.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HACSJ facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the HACSJ office in such a manner as to be easily readable from a wheelchair.

- HACSJ offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by California Relay Service or TTD at 465-5735.

Definitions

Existing Housing – For purposes of the "PBV" Program, an existing unit is a unit which, at the time of written notice of selection of the project for "PBV" assistance, requires less than $1,000.00 in

rehabilitation including its prorated share of work to be done to common areas and systems to meet Housing Quality Standards ("HQS").

De-concentration Requirement – All new assistance under the "PBV" Program must be for units located in census tracts with poverty rates of less than twenty percent (20%).

Twenty-Five (25%) Percent Maximum – No more than twenty-five percent (25%) of the units in any "PBV" project may receive assistance except as noted below.

?? Single family dwellings (four or fewer units)
?? Dwellings specifically designated for elderly
?? Dwellings specifically designated for disabled families (as defined by HUD in 24 CFR 5.403 (b)).
?? Families receiving supportive services as defined by HUD

Funding Objectives and Requirements

The goals of the policy and project based program focus will be on accomplishing the following objectives for households at or below thirty percent (30%) of the Area Median Income (AMI):

?? Increase the number of affordable housing opportunities.
?? Increase the affordability of existing affordable housing opportunities

Units to be selected for - "HCVP" project based funding subsidies will have to meet the following criteria:

a) Serve households at or below thirty percent (30%) of the AMI at time of admission to the project.

b) Serve special needs populations. "Special needs population" includes any population that shares a need or set of needs that represents a barrier to success in the – "HCVP". However, an owner cannot discriminate on the basis of a specific disability.

c) Meet the Department of Housing and Urban Development's Housing Quality Standards.

d) Be available for occupancy when application for subsidy is made to the HACSJ.

All housing providers applying to participate in this program must be eligible to participate in "HUD" programs.

New Construction Requirements

The owner must submit to the HACSJ an architect's certification that the working drawings, specifications and proposed construction comply with "HUD" minimum property standards, local codes and ordinances, and zoning requirements.

The site must not be located in an area of minority concentration, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority

residents in the area, unless the project is necessary to meet overriding housing needs that cannot be met in that housing market area. All new construction projects must meet "HUD" Field Office site and neighborhood review requirements.

Family Outreach

HACSJ will publicize and disseminate information to make known the availability of housing assistance and related services for very low-income families. When HACSJ waiting list is open, HACSJ will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation.

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

Advertisement Policy for Soliciting Owners

All advertisement will be placed in *The Record, The Manteca Bulletin, The Tracy Press* and *The Lodi Sentinel.* These are the commonly circulated newspapers in the County of San Joaquin. The advertisement will run once a week for a period of three (3) consecutive weeks and indicate the number of vouchers to be project based and the type of units that will be considered for project basing. Interested owners will have at least 30 days from the date of the last publication to apply.

Advertisement for existing building units that will be held to the 25% limitation will be placed separately from those for new construction, rehabilitation and existing units that will exceed the 25% unit limitation.

All advertisements to project based vouchers will contain a statement requiring all respondents that participation requires compliance with Fair Housing and Equal Opportunity Requirements. New Construction and Rehabilitation projects will also be subject to the Federal Labor standards provisions.

Only applications received in response to a HACSJ approved request for proposal ("RFP") will be considered for project basing. If an "RFP" solicits applications for new or rehabilitation construction only, applications for existing units will not be accepted or vice versa.

A pre-approved adverting and competitive bidding process approved by "HUD" will be used to solicit project-based vouchers.

Minimum Information to be Submitted with all Proposals

All formal proposals should be limited to a total of ten (10) pages. HACSJ reserves the right to request additional information, if necessary to complete the selection process.

Proposals may combine requests for – HACSJ vouchers for multiple sites/developments under one application or may submit different sites/developments. All sites/developments included in an application will be evaluated as a separate project. All proposals must provide the following information for each site/development that will be used to determine the amount of - rental assistance for the site/development and to evaluate the proposal:

1. Project Location (including street address or addresses) and ownership.

2. Building(s) description(s) and number of housing units requiring project-based assistance, including

square footage, bedroom count and bathroom count.

3. Estimated date of availability of units.

4. List of area amenities and services, including playgrounds, public schools, public transportation and access to grocery stores.

5. Operating proforma statement and current year operating budget including estimated - subsidy.

6. Proposed rent per unit, including indication of which utilities, services and equipment are included in the rent and which ones are excluded.

7. Description of experience in managing and operating similar housing developments. (Indicate any recent auditing findings regarding your management of similar properties). List all projects your organization currently manages that have - project based assistance or some other income restricted units.

8. Description of the population that will be served with respect to household composition and special needs. Indicate the percentage of units that will serve households with children (or households requiring two or more bedrooms) and the number of bedrooms per housing unit.

9. Indicate the percentage of units that will serve households with special needs and explain why this population needs represents a barrier to success in the –"HCVP". "Special needs population" includes any population that shares a need or a set of needs that represents a barrier to success in the -"HCVP".

10. Description of the support services to be provided to be the population that will be served and how these services will be funded currently and into the foreseeable future. Describe how you would serve this population if funding for services is reduced or withdrawn.

11. A signed certification of the owner's intention to comply with Title VI of the Civil Rights Act of 1966, Title VIII of the Civil Rights Act of 1968, E.O. 11063, E.O. 11246, Section 3 of the Housing and Urban Development Act of 1968 and all applicable Federal requirements listed in 24 CFR 983.11 including, but not limited to, the payment of not less than the prevailing wages in the locality pursuant to the Davis-Bacon Act to all laborers and mechanics employed in the construction or rehabilitation of the project. Existing housing projects are not subject to this provision.

12. The identity of the owner, developer, builder, architect, management agent (and other participants), the names of officers and principal members, shareholders, investors and other parties having a substantial interest; the previous participation of each in HUD Programs on the prescribed HUD Form No. 2530 and a disclosure of any possible conflict of interest by any of these parties that would be a violation of the Agreement or the Contract; and information on the qualifications and experience of the principle participants

The following information will be requested for applications that are conditionally approved:

?? Evidence of site control, and for new construction identification and description of the proposed site, site plan, and the neighborhood.

?? Evidence of compliance with local permits and zoning requirements.

?? Documentation that the rents being proposed are reasonable and comparable to rents being charged for similar housing, with similar amenities in the same area as the proposed project.

Vacancy Payments

"HACS"J will make vacancy payments of up to 60 days to those landlords who have experienced a vacancy. The vacancy cannot be a result of landlord action or inaction, and the landlord must make "every reasonable action" to minimize the extent of the vacancy.

HACSJ reserves the right to adjust the number of units or terminate the project based contract, if the units are not fully utilized by an eligible family within 120 days of the vacancy, commencing on the first day of the month when the vacancy occurs.

Termination of the Housing Assistance Payments Contract

HACSJ may set the initial term of the HAP contract for a maximum five (5) year period and may extend it for subsequent periods ranging from one (1) year to five (5) years as considered appropriate by the Authority to achieve long-term affordability or for the expansion of housing opportunities.

HACSJ will stipulate the term of the initial Housing Assistance Payments ("HAP") contracts or renewals. All contracts, extensions and renewals are contingent on the future availability of appropriations and availability of funding under the HACSJ Annual Contributions Contract with "HUD".

Evaluation and Scoring Criteria

The following criteria will be used to evaluate each site/development proposed. To qualify for the "PBV" funding, proposals for each site/development must achieve a minimum of 60 points for existing units and 70 points for New Construction (Including Rehabilitation Projects).

		# of Points
1.	**Qualifications and Experience** (Maximum Score 10)	
	a) Owner/Manager's demonstrated expertise in managing and implementing similar projects.	10
	b) Owner/Manager's demonstrated expertise in managing and implementing dissimilar projects.	5
2.	**Commitment to Providing Long-Term Affordable Housing** (Maximum Score 10)	

a) Owner agrees to keep all project-based units in the project affordable for the term of the "HAP" contract. 5

		# of Points
3.	**Location of Housing and Need for Affordable Housing** (Maximum Score 10)	
	a) Applicants must demonstrate a need for the particular type of housing proposed as compared to other types of housing in the community. Housing that addresses the greatest need within a community or the state as a whole, will score higher under this criteria as compared to housing that proposes to meet a lesser need. Applicants should use such documents as the San Joaquin County Consolidated Plan and 2000 Census to support their assessment of unmet housing need	10
4.	**Availability of Units to serve Special Needs population** (Maximum Score 10)	
	Proposals will be evaluated on whether the building serves a "special needs" population.	
	The special needs population will be those share a need or a set of needs which represents a barrier to success in -"HCVP"	
	a) 100% of the units are available for special needs population (but not to the exclusion of other groups)	10
	b) If 25% or more of the units in the building are available for special needs population (but not to the exclusion of other groups)	5
4.	**Household Composition and Bedroom Count** (Maximum Score 10)	
	a) Units to be project based include one, two, three and four bedrooms	10
	b) Units to be project based include one, two and three bedrooms	5
4.	**Contract Rent** (Maximum Score 5)	
	a) Below Payment Standard	5
	b) Maximum Payment Standard	0

		# of Points
4.	**Readiness for Immediate Move-in** (Maximum Score 15)	
	a) Within 30 days	15
	b) Within 31 - 60 days	10
	c) Within 61 - 90 days	5
	d) 91 days or greater	0
4.	**Service-Enriched Housing Opportunities** (Maximum Score 10)	
	Supportive services will be a necessary piece to meet the needs of the population to be served.	
	a) Appropriateness of the support services for the residents	5
	b) Evidence of sustainable funding for the support services	5
4.	**Financing Commitment for New-Construction and Rehabilitation** (Maximum Score 10)	
	Proposal should indicate documented financing commitment for the proposed project	
	a) Documented financing commitment and the owner's previous construction and rehabilitation experience with similar projects	10
	b) Identified financing commitment without supported documentation	0
	BONUS POINTS (Maximum 20 points)	
	a) Proposed project location is in a census tract with fewer than 150 existing rental assistance Housing Choice Vouchers currently under lease. (Available at Housing Authority office)	10
	b) Proposed project contains more adaptable or accessible features than that required by Section 504 of the	

Rehabilitation Act of 1973, on accessibility of dwelling units. 10

	# of Points
c) Proposed project with units that have not previously been assisted with the -"HCVP".	10

Section 8 Project Based Program Guidelines

Inclusionary Clause

Notwithstanding the contents of this PBV Administrative Plan, for all areas not specifically addressed by this plan, the - "HCVP" Administrative Plan shall govern as a supplement to Part 983 of 24 CFR.

Consistency with the PHA Plan

The "PBV" Program shall be consistent with the goals and objectives of the HACSJ Annual Plan. Each plan shall have a statement of the number of "PBV" units, general locations, and how project-based units will be consistent with the HACSJ Plan.

Privacy Rights

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

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

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

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

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

Reasonable Accommodations Policy

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

A participant with a disability must first ask for a specific change to a policy or practice as an accommodation of their disability before the HACSJ will treat a person differently than anyone else. "HACSJ's" policies and practices will be designed to provide assurances that persons with disabilities will be given reasonable accommodations, upon request, so that they may fully access and utilize the - "PBV"

program and related services. The availability of requesting an accommodation will be made known by including notices on HACSJ forms and letters. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities and is applicable to all situations including when a family initiates contact with the HACSJ, when the HACSJ initiates contact with a family including when a family applies, and when the HACSJ schedules or reschedules appointments of any kind.

To be eligible to request a reasonable accommodation, the requester must first certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

?? A physical or mental impairment that substantially limits one or more of the major life activities of an individual;

?? A record of such impairment; or

?? Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

Once the person's status as a qualified person with a disability is confirmed, HACSJ will require that a professional third party competent to make the assessment provides written verification that the person needs the specific accommodation due to their disability and the change is required for them to have equal access to the housing program.

If the HACSJ finds that the requested accommodation creates an undue administrative or financial burden, HACSJ will deny the request and/or present an alternate accommodation that will still meet the need of the person.

An undue administrative burden is one that requires a fundamental alteration of the essential functions of HACSJ (i.e., waiving a family obligation).

An undue financial burden is one that when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship on HACSJ.

The HACSJ will provide a written decision to the person requesting the accommodation within fourteen (14) calendar days. If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the “HACSJ's” decision.

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

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

Verification of Disability
HACSJ will verify disabilities under definitions in the Fair Housing Amendments Act of 1988, Section 504 of the 1973 Rehabilitation Act, and Americans with Disabilities Act.

Outreach
Outreach efforts will include notification of the HACSJ 504 Advisory Board as well as all other media and agencies listed in the HACSJ Administrative Plan regarding public notices (see section on opening and closing the waiting list in "Applying for Admission" chapter.)

Applying for Admission
All persons who wish to apply for the HACSJ "PBV" program must submit a pre-application in a written format, as indicated in our public notice. Applications will be made available in an accessible format upon request from a person with a disability.

To provide specific accommodation to persons with disabilities, upon request, the information may be mailed to the applicant and, if requested, it will be mailed in an accessible format.

The full application is completed at the eligibility appointment in the applicant's own handwriting, unless assistance is needed, or a request for accommodation is requested by a person with a disability. Applicants will then be interviewed by HACSJ staff to review the information on the full application form. Verification of disability as it relates to 504, Fair Housing, or ADA reasonable accommodation will be requested at this time.

The full application will also include questions asking all applications whether reasonable accommodations are necessary.

The Eligibility Process
The eligibility criteria for families under the "PBV" Program are identical to those used in the - "HCVP". Units, which are occupied by ineligible tenants, cannot be placed under - "HAP" Contract. - HACSJ will inspect each unit proposed for the "PBV" Program and identify any tenants that reside in said units.

A variety of problems may be encountered in determining family eligibility, including families who are not income eligible and otherwise eligible families whose units are too large or too small for their family composition. Mitigation to these situations will be subject to "PBV" Final Rule Guidance.

Eligibility for Admission
There are five eligibility requirements for admission to the - "PBV" Program:
?? Must qualify as a family.

?? Must have an income within the income limits.

?? Must meet citizenship/eligible immigrant criteria.

?? Must provide documentation to verify you have Social Security Numbers for all household members, and sign consent authorization documents.

?? In addition to the eligibility criteria, families must also meet the HACSJ screening criteria in order to be admitted to the Section 8 PBV Program.

For the purposes of determining eligibility for the – "PBV" Program, Chapter 2 of the – "HCVP" Administrative Plan shall apply.

Preferences

HACSJ will offer a public notice when changing its preference system and the notice will be publicized using the same guidelines as those for opening and closing the waiting list.

HACSJ uses the following local preference system:

?? Date and time of receipt of a completed application.

?? Residency preference: For families who live, work, or have been hired to work (including farm workers) within San Joaquin County and/or residence moving to San Joaquin County who currently participate in an approved Cal Work's Program at the time of submission of the pre-application.

?? Veteran preference: Current members of the military, veterans, or surviving spouses of veterans. Applicants must provide proof of honorable discharge. If discharge is less than honorable, applicant must provide proof of eligibility to receive veteran's benefits.

The following are equal in selection process:

?? Disability preference: This preference is extended to disabled persons or families with a disabled member as defined in:

1. Section 223 of the Social Security Act (42 U.S.C.423)

2. A person who has a physical, mental or emotional impairment that:

(i) Is expected to be of long-continued and indefinite duration;
(ii) Substantially impedes his or her ability to live independently; and
(iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

3. A person who has a developmental disability as defined in section 102(7) of the

Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

Proof of disability will be required at time of selection.

?? Working Preference. Families with at least one adult who is employed at least 20 hours per week or who are active participants in TANF or Cal Works Program and whose income is not exempt and will be used to determine eligibility**.** This preference is automatically extended to elderly families or families whose head or spouse is receiving income based on their inability to work.

?? Victims of domestic violence. HACSJ will offer a local preference to families that have been subjected to or victimized by a member of the family or household within the past 6 months. HACSJ will require evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. The following criteria are used to establish a family's eligibility for this preference:

?? Actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family.

?? The actual or threatened violence must have occurred within the past 240 days or be of a continuing nature.

?? An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced.

?? To qualify for this preference, the abuser must still reside in the unit from which the victim was displaced. The applicant must certify that the abuser will not reside with the applicant unless the HACSJ gives prior written approval.

HACSJ will approve the return of the abuser to the household under the following conditions:

?? A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

?? If the abuser returns to the family without approval of the HACSJ, the HACSJ will deny or terminate assistance for breach of the certification.

?? At the family's request, the HACSJ will take precautions to ensure that the new location of the family is concealed in cases of domestic abuse.

Involuntary Displacement

Involuntarily displaced applicants are applicants who have been involuntarily displaced and are not living in standard, permanent replacement housing, or will be involuntarily displaced within no more than six months from the date of verification by HACSJ.

Families are considered to be involuntarily displaced if they are required to vacate housing as a result of:

?? A disaster (fire, flood, earthquake, etc.) that has caused the unit to be uninhabitable.

?? Federal, state or local government action related to code enforcement, public improvement or development.

?? Action by a housing owner which is beyond an applicant's ability to control, and which occurs despite the applicant's having met all previous conditions of occupancy, and is other than a rent increase.

For purposes of this definitional element, reasons for an applicant's having to vacate a housing unit, include, but are not limited to:

?? Conversion of an applicant's housing unit to non-rental or non-residential use

?? Closure of an applicant's housing unit for rehabilitation or non-residential use

?? Notice to an applicant that they must vacate a unit because the owner wants the unit for the owner's personal or family use or occupancy

?? Sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred

To avoid reprisals because the family provided information on criminal activities to a law enforcement agency and, after a threat assessment, the law enforcement agency recommends rehousing the family to avoid or reduce risk of violence against the family.

The family must be part of a Witness Protection Program, or the “HUD” Office or law enforcement agency must have informed the HACSJ that the family is part of a similar program.

HACSJ will take precautions to ensure that the new location of the family is concealed in cases of witness protection.

By hate crimes if a member of the family has been the victim of one or more hate crimes, and the applicant has vacated the unit because of the crime or the fear of such a crime has destroyed the applicant's peaceful enjoyment of the unit.

A hate crime is actual or threatened physical violence or intimidation that is directed against a person or his property and is based on the person's race, color, religion, sex, national origin, disability or familial status including sexual orientation and occurred within the last 240 days or is of a continuing nature.

Displacement by non-suitability of the unit when a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit and the owner is not legally obligated to make changes to the unit.

Critical elements are:

?? Entry and egress of unit and building
?? A sleeping area
?? A full bathroom
?? A kitchen if the person with a disability must do their own food preparation/ other.

Due to "HUD" disposition of a multifamily project under Section 203 of the Housing andCommunity Development Amendments of 1978.

Singles Preference
Applicants who are elderly, disabled, or displaced families of no more than one person family will be given a selection priority over all "other single" applicants regardless of preference status. "other singles" denotes a one-person household in which the individual member is not elderly, disabled, or displaced by government action. Such applicants will be placed on the waiting list in accordance with any other preferences to which they are entitled, but they cannot be selected for assistance before any one or two person elderly, disabled or displaced family regardless of local preferences.

Removal from Waiting List and Purging
The Waiting List will be purged approximately every 2 years by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for confirmation of continued interest.

Any mailings to the applicant which require a response will state that failure to respond within 10 days will result in the applicant's name being dropped from the waiting list.
An extension of 30 days to respond will be granted, if requested and needed as a reasonable accommodation for a person with a disability.

If the applicant did not respond to "HACSJ's" request for information or updates because of a family member's disability, HACSJ will reinstate the applicant in the family's former position on the waiting list.

If a letter is returned by the Post Office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.

If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Applications Compliance Supervisor determines there were circumstances beyond the person's control.
HACSJ allows a grace period of 30 days after completion of the purge. Applicants who respond during this grace period will be reinstated.

Informal Review

If the HACSJ determines that an applicant does not meet the criteria for receiving – assistance, HACSJ 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. HACSJ will describe how to obtain the informal review. The informal review process as described in Chapter 19 Section C of the - "HCVP" Administrative Plan applies.

Tenant Selection

Income targeting requires that no less than 75% of the families admitted annually must have incomes that are less than 30% of the area median for the overall voucher program including the Project Based Voucher Program.

All new admissions to the program will be selected from the waiting list.

HACSJ will establish a "PBV" waiting list.

?? All families on the regular – "HCVP" waiting list can be placed on this list at their request when it is open.

?? All applicants for tenant-based assistance can be placed on this list without penalty to any other application for assistance they may have been pending.

?? An applicant cannot be removed from the waiting list because the owner does not select them or because the family does not accept the unit; they maintain their position on the waiting list as though no offer was made.

?? The HACSJ may place applicants referred by owners onto the "HACSJ's" "PBV" waiting list when it is open.

?? The preferences for admission to the "PBV" are similar to those used for the tenant based Housing "HCVP".

HACSJ /Owner Responsibility/ Obligation of the Family

This section outlines the responsibilities and obligations of the HACSJ, the – Owners/Landlords, and the participating families.

HACSJ Responsibilities

A. The HACSJ will comply with the consolidated ACC, "HUD" regulations and other requirements, and the HACSJ - "PBV" Administrative Plan.

B. In administering the program, the HACSJ 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. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

4. Affirmatively further fair housing goals and comply with equal opportunity requirements;

5. Make efforts to help disabled persons secure satisfactory housing;

6. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, certify each selected family, and provide housing information to families selected;

7. Determine who can live in the assisted unit at admission and during the family's participation in the program

8. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5

9. Inspect the unit before the assisted occupancy begins and annually inspect at least twenty-five (25%) of the project based units or as deemed appropriate by 24 CFR Part 983

10. Determine the amount of the housing assistance payment for a family

11. Determine the maximum rent to the owner and whether the rent is reasonable

12. Make timely housing assistance payments to an owner in accordance with the "HAP" contract

13. Examine family income, size, composition at admission, and annually during the family's participation in the program. The examination includes verification of income, assets, allowable deductions and other family information;

14. Establish and adjust HACSJ utility allowance schedule

15. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by HACSJ, if the owner defaults (i.e. "HQS" violation);

16. Determine whether to terminate assistance to a participant family for violation of family obligations;

17. Conduct informal reviews of certain HACSJ decisions concerning applicants for participation in the program;

18. Conduct informal hearings on certain HACSJ decisions concerning participant families;

19. Provide sound financial management of the program;

Owner Responsibilities

A. The owner is responsible for performing all of the owner's obligations under the Agreement (new construction and rehabilitation only), "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 tenant from the Section 8 PBV waiting list to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Renting eligible units solely to eligible "PBV" families.

3. Maintaining the unit in accordance with "HQS", including performance of ordinary and extraordinary maintenance.

4. Complying with equal opportunity requirements.

5. Preparing and furnishing to HACSJ information required under the HAP contract.

6. 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.

1. Enforcing tenant obligations under the lease.

8. Paying for utilities and services (unless paid by the family under the lease.)

A. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

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 HACSJ 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 HACSJ 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 HACSJ inspection
The family must allow the HACSJ to inspect the unit at reasonable times and after at least 24 hours 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
The family must provide the owner at least 30 day's notice in writing, with copy to HACSJ before the family moves out.

F. Owner Eviction Notice
The family must promptly give the HACSJ 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 residence by the family. The unit must be the family's only residence.

2. Prior to HACSJ approval of the composition of the assisted family residing in the unit, the owner must first authorize the addition of any household member. HACSJ will send the owner the appropriate form for the owner to sign. HACSJ must approve the composition of the assisted family residing in the unit. The family must promptly inform the HACSJ of the birth, adoption or court-awarded custody of a child. The family must request approval from HACSJ 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 HACSJ if any family member no longer resides in the unit.

4. If HACSJ has given approval, a foster child/foster adult or a live-in aide may reside in the unit.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business use of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease 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 HACSJ to verify that the family is living in the unit, or relating to family absence from the unit, including any HACSJ requested information or certification on the purposes of family absences. The family must cooperate with HACSJ for this purpose. The family must promptly notify HACSJ 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 HACSJ for absences exceeding 30 days. HACSJ 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 PBV 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 HACSJ

I. Interest in the Unit

The family may not own or have any interest in the unit.

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 program.

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

An assisted family, or members of the family, may not receive Section 8 PBV 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.

Briefing Types and Required Attendance

A full "HUD" required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in groups. Families who attend group briefings and still have the need for individual assistance will be referred to the Compliance Supervisor and Inspectors.

The purpose of the briefing is to explain to families how the program works and the documents in the voucher holder's packet - so that they are fully informed about the program. This will enable them to utilize the program to their advantage.

Determining Family Unit (Voucher) Size

The HACSJ does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the voucher. The "HACSJ's" subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person 18 years old or older.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

One bedroom will generally be assigned for each two family members. The HACSJ will consider factors such as family characteristics including sex, age, or relationship. Consideration will also be given for medical reasons and the presence of a live-in aide.

Generally, the HACSJ assigns one bedroom to two people within the following guidelines:

?? Foster children will be included in determining unit size only if they will be in the unit for more than 12 months.

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

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

?? Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.

?? Adults of different generations will have separate bedrooms.

?? Single person families shall be allocated a zero or a one bedroom

Guidelines for Determining Bedroom Size

Bedroom Size	Persons in Household	
	Minimum Number	Maximum Number
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	6
3 Bedrooms	3	8
4 Bedrooms	4	10
5 Bedrooms	6	12
6 Bedrooms	8	14

Rent

The HACSJ contract with the owner sets the rent amount for each unit with Project Based Assistance. The amount of the rent may not exceed the lower of the applicable maximum level, as explained below, or the reasonable rent in the light of the rents charged for comparable unassisted units in the area.

To allow an owner to charge more than the payment standard because the rent is reasonable would result in limiting the families whom would be eligible to live in the unit. Conceivably, a family interested in the unit would be ineligible if the family's portion of the rent exceeded 40%. The idea of project basing units is to assure affordable housing for families. Allowing the owner to have rents higher than the HACSJ's payment standard defeats the assurance of affordable housing.

If the unit under consideration is financed with Low Income Housing Tax Credits ("LIHTC"); the rents will be subject to a special exception. If a "LlHTC" development is located outside a qualified census tract, the rent may be as high as the rent charged for comparable units in the development with tax credit subsidies but without additional rental assistance. That is, if the rent for a LIHTC project is higher than the maximum voucher payment standard, the rent allowed for project basing the units may be above the payment standard and up to the amount charged in the other LlHTC financed units.

A rent increase during the term of the contract has to be approved by the HACSJ. The family share of the rent for the project-based vouchers remains at 30% of the adjusted income for rent. (Subject to same exceptions in the tenant-based voucher program).

Annual Recertification/Reexamination

Families are required to be recertified at least annually.
-Income limits are not used as a test for continued eligibility at recertification.

Reexamination Notice to the Family

HACSJ will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 90 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the HACSJ will provide the notice in an accessible format. HACSJ will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

The HACSJ's procedure for conducting annual recertifications will be:

?? An eligibility package will be mailed to the resident at least 90 days prior to the recertification month. This package will include all required eligibility forms for the family to review, sign and return within a specific time frame. In addition, the package will provide a list of necessary third party verification(s) needed for continued assistance. If the package is not returned, is incomplete, or the family requests assistance, a follow-up letter, a telephone interview or an office interview will be scheduled.

?? Under extreme circumstances, with the approval of the Leasing Manager, on-site interviews will be considered.

?? The package may contain the date for HQS inspection.

Completion of Annual Recertification

HACSJ will have all recertifications for families completed before the anniversary date. This includes notifying the family of any changes in rent at least 30 days before the scheduled date of the change in family rent.

Persons with Disabilities

Persons with disabilities who are unable to come to the HACSJ's office will be granted an accommodation by conducting the interview at the person's home, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

HACSJ has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate.

The HACSJ will allow the family to complete the recertification form.

The HACSJ representative will review the returned eligibility package provided by the family and enter the information into the database from the recertification package. In addition, all third party verification will be reviewed and verified. The HACSJ will require the family to complete a “Personal Declaration Form”.

Requirements

All adult household members will be required to complete the recertification package:

Failure to Respond to Notification to Recertify
If the family fails to return the recertification package or fails to provide required information, a follow-up letter or a documented telephone call will be conducted.

After two attempts in contacting the family and all efforts have been exhausted, the eligibility worker will send the family a notice of termination and offer them an informal hearing.

Exceptions to these policies may be made by the Leasing Manager if the family is able to document an emergency situation that prevented them from providing verification or if requested as a reasonable accommodation for a person with a disability.

Documents Required From the Family
In the notification letter to the family, the HACSJ will include instructions for the family to provide the following:

?? Documentation of all assets
?? Documentation of any deductions/allowances
?? Personal Declaration Form completed by head of household
?? Documentation to support claims
?? Documentation of income or no income for all family members
?? Birth certificate, picture I.D. and social security cards
Three (3) current months rent receipts-*Verification of Information*
The HACSJ will follow the verification procedures and guidelines described in this plan. Verifications for reexaminations must be less than 120 days old.

Tenant Rent Increases
If tenant rent increases, a thirty-day notice is mailed to the family prior to the scheduled effective date of the annual recertification.

If less than thirty days are remaining before the scheduled effective date of the annual recertification, the tenant rent increase will be effective on the first of the month following the thirty-day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the scheduled effective date of the annual recertification.

Tenant Rent Decreases
If tenant rent decreases, it will be effective on the anniversary date. If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by HACSJ.

Reporting Interim Changes
Program participants must report all changes in household composition to HACSJ between annual

reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain HACSJ approval prior to all other additions to the household.

If any new family member is added, family income must include any income of the new family member. The HACSJ will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and family unit size.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Interim Reexamination Policy
HACSJ will not conduct interim reexaminations when families have an increase in income if there is less than 6 months until the next regularly scheduled reexamination, other than when a new member is added to the household, provided the information was provided within 30 days of change.

Families will be required to report all increases in income/assets within 30 days of the increase.

Decreases in Income
Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. HACSJ must calculate the change if a decrease in income is reported.

HACSJ Errors
If the HACSJ makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error, but the family will not be charged retroactively. Families will be given decreases, when applicable; retroactive to when the decrease for the change would have been effective if calculated correctly.

Housing Quality Standards (HQS) Requirement

Participating project-based units must meet or exceed Housing Quality Standards prior to entering into a HAP contract.

The participating unit must require $999 or less in rehabilitation costs to meet HQS in order to be eligible for participation in the project based existing program.

Once a project-based unit is under a HAP contract, the HACSJ will inspect 25% of the units within a site/development to determine annual HQS compliance. Any time that significant "fails" are identified, the HACSJ will inspect all units within that project annually.

Family Choice to Move with Continued Assistance

A family who resides in a Project Based Voucher unit for at least twelve (12) months may move with continued assistance with a tenant based Housing Choice Voucher or its equivalent. This only applies to project based vouchers that are under lease after January 16, 2001.

If the family wishes to move, but no voucher is available at that time, the family will be given the next available voucher, ahead of other families on the waiting list. Targeted vouchers (i.e., Family Unification Program, Welfare to Work Voucher, etc.) cannot be used for this purpose.

Families that reside in a unit with Project Based Voucher assistance for at least twelve (12) months can exercise the portability feature within the guidelines for administration of the tenant based Housing Choice Voucher Administrative Plan.

GLOSSARY

ACRONYMS USED IN SUBSIDIZED HOUSING

AAF Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.

ACC Annual Contributions Contract

BR Bedroom

CFR Code of Federal Regulations. Commonly referred to as "the regulations." The CFR is the compilation of Federal rules which are first published in the Federal Register and define and implement a statute.

CPI Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.

ELI Extremely Low Income

FDIC Federal Deposit Insurance Corporation

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act - Social Security taxes

FmHA Farmers Home Administration

FMR Fair Market Rent

FY Fiscal Year

FYE Fiscal Year End

GAO Government Accounting Office

GFC Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).

GR Gross Rent

HAP Housing Assistance Payment

-HCDA Housing and Community Development Act

HACSJ Housing Authority for the County of San Joaquin

HQS Housing Quality Standards

HUD The Department of Housing and Urban Development or its designee.

HURRA Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations

IG Inspector General

IPA Independent Public Accountant

IRA Individual Retirement Account

MSA Metropolitan Statistical Area established by the U.S. Census Bureau

PHA Public Housing Agency

PMSA A Primary Metropolitan Statistical Area established by the U.S. Census Bureau

PS Payment Standard

QC Quality Control

RFAT Request for Approval of Tenancy

RFP Request for Proposals

RRP Rental Rehabilitation Program

SRO Single Room Occupancy

SSMA Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.

TR Tenant Rent

TTP Total Tenant Payment

UA Utility Allowance

URP Utility Reimbursement Payment

GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

1937 ACT.
The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

ADMINISTRATIVE PLAN.
The HUD required written policy of the Housing Authority governing its administration of the Section 8 tenant-based programs –. The Administrative Plan and any revisions must be approved by the Housing Authority's board and a copy submitted to HUD as a supporting document to the Housing Authority Administrative Plan.

ABSORPTION.
In portability, the point at which a receiving Housing Authority stops billing the initial Housing Authority for assistance on behalf of a portability family. The receiving Housing Authority uses funds available under the receiving Housing Authority consolidated ACC.

ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").
Account established by HUD from amounts by which the maximum payment to the Housing Authority under the consolidated ACC (during a Housing Authority fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

ADA.
Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

ADJUSTED INCOME.
Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE.
Fee paid by HUD to the Housing Authority for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").
Account established by Housing Authority from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

ADMISSION.
The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

ANNUAL BUDGET AUTHORITY.
The maximum annual payment by HUD to a Housing Authority for a funding increment.

ANNUAL CONTRIBUTIONS CONTRACT (ACC).
A written contract between HUD and a Housing Authority. Under the contract, HUD agrees to provide funding for operation of the program, and the Housing Authority agrees to comply with HUD requirements for the program

ANNUAL INCOME.
The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

-**APPLICANT.** (or applicant family).
A family that has applied for admission to a program, but is not yet a participant in the program.

-**"AS-PAID" STATES.**
States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS.
(See Net Family Assets.)

ASSISTED TENANT.
A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplements, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY.
An amount authorized and appropriated by Congress for payment to Housing Authority's under the program. For each funding increment in a Housing Authority program, budget authority is the maximum amount that may be paid by HUD to the Housing Authority over the ACC term of the funding increment.

CHILD CARE EXPENSES.
Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CO-HEAD.
An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

COMMON SPACE.
In shared housing: Space available for use by the assisted family and other occupants of the unit.

-**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.**
(Consolidated ACC). See 24 CFR 982.151.

CONTIGUOUS MSA.
In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial 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 certificate or voucher program.

CONTRACT.
(See Housing Assistance Payments Contract.)

COVERED FAMILIES.
Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

DEPENDENT.
A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABILITY ASSISTANCE EXPENSE.
Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

DISABLED PERSON.
A person who is any of the following:

A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

A person who has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes his or her ability to live independently; and is of such a nature that ability to live independently could be improved by more suitable housing conditions.

A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY.
A family where the head or spouse meet any of the above criteria for disabled person.

DISPLACED PERSON/FAMILY.
A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

DOMICILE.

The legal residence of the household head or spouse as determined in accordance with State and local law.

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

DRUG TRAFFICKING.
The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

ELDERLY HOUSEHOLD.
A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

ELDERLY PERSON.
A person who is at least 62 years old.

ELIGIBILITY INCOME.
May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY
A family is defined by the Housing Authority in the Administrative Plan, which is approved by HUD.

EXCEPTION RENT.
In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See Area Exception rent

EXCESS MEDICAL EXPENSES.
Any medical expenses incurred by elderly or disabled families only in excess of three percent (3%) of Annual Income which are not reimbursable from any other source.

EXTREMELY LOW-INCOME FAMILY.
A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

FAIR MARKET RENT (FMR).
The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

FAMILY.
Family" includes but is not limited to: An Elderly Family or Single Person as defined in 24 CFR 5.403(b), The remaining member of a tenant family, and A Displaced Person

FAMILY OF VETERAN OR SERVICE PERSON.
A family is a "family of veteran or service person" when: The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless they were (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support – they are legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that – they are a family member at the time of hospitalization and there remain in the family at least two related persons.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).
The program established by the Housing Authority to promote self-sufficiency of assisted families, including the provision of supportive services.

FAMILY SHARE.
The amount calculated by subtracting the housing assistance payment from the gross rent.

FAMILY UNIT SIZE.
The size of the - voucher issued to the family based on the Housing Authority's subsidy standards.

FMR/EXCEPTION RENT LIMIT.
The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance may not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the Housing Authority may adopt a payment standard up to one hundred ten percent (110%) of the FMR-.

FOSTER CHILD CARE PAYMENT.
Payment to eligible households by State, local, or private agencies appointed by the State, to administer payments for the care of foster children.

FULL-TIME STUDENT.
A person who is attending school or vocational training on a full-time basis.

FUNDING INCREMENT.
Each commitment of budget authority by HUD to a Housing Authority under the consolidated annual contributions contract for the Housing Authority program.

GROSS FAMILY CONTRIBUTION.
Changed to Total Tenant Payment.

GROSS RENT.
The sum of the rent to owner and the utility allowance. If there is no utility allowance, rent to owner equals gross rent.

HAP CONTRACT.
(See Housing Assistance Payments contract.)

HEAD OF HOUSEHOLD.
The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY.
A State, country, municipality or other governmental entity or public body authorized to administer the program. The term "Housing Authority" includes an Indian housing authority (IHA).

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.
Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT.
The monthly assistance payment by a Housing Authority. The total assistance payment consists of: A payment to the owner for rent to owner under the family's lease. An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT.
(HAP contract). A written contract between a Housing Authority and an owner in the form prescribed by HUD headquarters, in which the Housing Authority agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING AUTHORITY ADMINISTRATIVE PLAN.
The annual Administrative Plan and the 5-year Administrative Plan as adopted by the Housing Authority and approved by HUD in accordance with part 903 of this chapter.

HOUSING QUALITY STANDARDS (HQS).
The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS.
(For all Section 8 programs.) HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

IMPUTED ASSET.
Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME.
HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

INITIAL HOUSING AUHTORITY.
In portability, the term refers to both: A Housing Authority that originally selected a family that later decides to move out of the jurisdiction of the selecting Housing Authority; and 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 HAP contract term.

INCOME.
Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY.
Gross annual income.

INDIAN.
Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.

INDIAN HOUSING AUTHORITY (IHA).
A housing agency established either: By exercise of the power of self-government of an Indian Tribe, independent of State law, or By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES.
The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

JURISDICTION.
The area in which the Housing Authority has authority under State and local law to administer the program.

LANDLORD.
This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LEASE.
A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the Housing

Authority. -. -**LEASE ADDENDUM.**
See Tenancy Addendum

LIVE-IN AIDE.
A person who resides with an elderly person or disabled person and who: Is determined to be essential to the care and well-being of the person; Is not obligated for the support of the person. Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE.
A preference used by the Housing Authority to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the – voucher program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

MANUFACTURED HOME.
A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

MANUFACTURED HOME SPACE.
In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

MARKET RENT.
The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate voucher holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES.
Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of three percent (3%) of Annual Income.

MINOR.
A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MIXED FAMILY.

A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

MONTHLY ADJUSTED INCOME.
1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME.
1/12 of the Annual Income.

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.

NEGATIVE RENT.
Now called Utility Reimbursement. A negative tenant rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS.
Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

NET FAMILY CONTRIBUTION.
Former name for tenant rent.

NON CITIZEN.
A person who is neither a citizen nor a national of the United States.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards]
Standards established by a Housing Authority to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER.
Any persons or entity having the legal right to lease or sublease a unit to a participant.

PARTICIPANT.
A family that has been admitted to the Housing Authority's –voucher 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 term).

PAYMENT STANDARD.
The maximum subsidy payment for a family (before deducting the family contribution). The Housing Authority sets a payment standard in the range from 90 to 110 percent of the current FMR/exception rent limit.

PERSONS WITH DISABILITIES.
Individuals with any condition or characteristic that renders a person an individual with a handicap

as defined in 24 CFR 8.2.

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.

PROGRAM.
The Section 8 tenant-based assistance program under 24 CFR Part 982.

PROGRAM RECEIPTS.
HUD payments to the Housing Authority under the consolidated ACC, and any other amounts received by the Housing Authority in connection with the program.

PUBLIC ASSISTANCE.
Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, State, or local governments.

PUBLIC HOUSING AGENCY (PHA).
- includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a Housing Authority) on October 21, 1998; or

For any area outside the jurisdiction of a Housing Authority that is administering a tenant-based program, or where HUD determines that such Housing Authority is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

REASONABLE RENT.
A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

RECEIVING 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.

RECERTIFICATION.
Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim re-certifications.

REMAINING MEMBER OF TENANT FAMILY.
Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER.
The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

RESIDENCY PREFERENCE.
A Housing Authority preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

RESIDENCY PREFERENCE AREA.
The specified area where families must reside to qualify for a residency preference.

RESPONSIBLE ENTITY.
For the public housing and Section 8 tenant-based assistance, project-based voucher assistance and moderate rehabilitation program, the responsible entity means the Housing Authority administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

SECRETARY.
The Secretary of Housing and Urban Development.

SECURITY DEPOSIT.
A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICE PERSON.
A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON.
A person living alone or intending to live alone.

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.
See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

SPOUSE.
The husband or wife of the head of the household.

SUBSIDIZED PROJECT.
A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

Direct loans pursuant to Section 202 of the Housing Act of 1959; or

Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

A Public Housing Project.

SUBSIDY STANDARDS.
Standards established by a Housing Authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

SUBSTANDARD UNIT.
Substandard housing is defined by HUD for use as a federal preference.

SUSPENSION/TOLLING.
Stopping the clock on the term of a family's 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. If the Housing Authority decides to allow extensions or suspensions of the voucher term, the Housing Authority Administrative Plan must describe how the Housing Authority determines whether to grant extensions or suspensions, and how the Housing Authority determines the length of any extension or suspension.

TENANCY ADDENDUM.
In the lease between the tenant and the owner, the lease language required by HUD.

TENANT.
The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

TENANT RENT.
The amount payable monthly by the family as rent to the unit owner (Section 8 owner or Housing

Authority in public housing).

TOTAL TENANT PAYMENT (TTP).
The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT.
Residential space for the private use of a family.

UNUSUAL EXPENSES.
Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES.
Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE.
If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a Housing Authority or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

UTILITY REIMBURSEMENT PAYMENT.
The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

VACANCY LOSS PAYMENTS.
(For contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for eighty percent (80%) of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the Housing Authority as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

VERY LOW INCOME FAMILY.
A Lower-Income Family whose Annual Income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than fifty percent (50%) of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Certificate and Voucher Programs.

VETERAN.
A person who has served in the active military or naval service of the United States at any time

and who shall have been discharged or released therefrom under conditions other than dishonorable.

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

VOUCHER HOLDER.
A family holding a voucher with an unexpired term (search time).

VOUCHER PROGRAM.
The Housing Choice Voucher program.

WAITING LIST ADMISSION.
An admission from the Housing Authority waiting list.

WAITING LIST.
A list of families organized according to HUD regulations and Housing Authority policy who are waiting for subsidy to become available.

WELFARE ASSISTANCE.
Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families.

WELFARE RENT.
This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD.
A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN.
A citizen or national of the United States.

EVIDENCE.
Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

HOUSING AUTHORITY.
A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD.
The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD.
Department of Housing and Urban Development.

INS.
The U.S. Immigration and Naturalization Service.

MIXED FAMILY.
A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

NATIONAL.
A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

NONCITIZEN.
A person who is neither a citizen nor nation of the United States.

PUBLIC HOUSING AUTHORITY.
A housing authority who operates Public Housing.

RESPONSIBLE ENTITY.
The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the Housing Authority).

SECTION 214.
Section 214 restricts HUD from making financial assistance available for non-citizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE.
Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.