

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

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# PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2005

**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:** Hartford Housing Authority

**PHA Number:** CT003

**PHA Fiscal Year Beginning:** January, 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, 180 Overlook Terrace, Hartford, CT
- 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, 180 Overlook Terrace, Hartford, CT
- 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, 180 Overlook Terrace, Hartford, CT
- 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 Hartford Housing Authority's Mission is to continue changing public housing in Hartford, Connecticut as we know it today by providing high quality affordable rental and homeownership opportunities while being a positive catalyst for family independence and diverse communities.*

*For more information regarding mission and activities visit*  
*<http://www.hartnet.org/hha>*

Housing Authority Low Income Public Housing / Developments/Programs

CT001	156	Nelton Court	(Family)
CT002	186	Dutch Point	<b>(Family)-(HOPE VI)</b>
CT003	127	Mary Shepard Place	(Family)
CT024	68	New Community (COT)	<b>(Family-Homeownership)</b>
CT026 27	97	New Stowe	<b>(Family-Homeownership)</b>
CT010, 15,16 17	266	Scattered Sites	(Family)
CT006	50	Mary Mahoney Village	(Senior)
CT007	39	Kent Apartments	(Senior)
CT008	200	Smith Towers	(Senior)
CT011	193	Knox Apartments	(Senior)

Section 8 Vouchers      2,018

## **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) 91
  - Maintain voucher management: (SEMAP score) 100
  - 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 deconcentrate poverty by bringing higher income public housing households into lower income developments:
  - Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
  - Implement public housing security improvements:
  - Designate developments or buildings for particular resident groups (elderly, persons with disabilities) **Part of the 5 year goals.**
  - 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)**

**GOAL I**

**Build families in their quest for economic self-sufficiency, self – respect and homeownership.**

**OBJECTIVES:**

1. HHA will encourage, as a condition of providing housing, that all public housing residents access the services that support economic opportunity and quality of life, by the end of 2005
2. The HHA's community centers shall be more effectively utilized to provide resident services as measured by increasing their utilization.
3. HHA shall assist a larger number of families to voluntarily move from assisted to unassisted housing by the end of 2005 through homeownership opportunities.

**GOAL II**

**Rebuild each community to achieve high quality of life expectations through lower densities and modern housing quality standards.**

**Objectives:**

1. During this New Cycle, the HHA shall assist a larger number of families to move from renting to leasing with the Option to Purchase or homeownership by the end of 2005.
2. HHA, as a part of the HOPE VI Dutch Point Project, shall incorporate additional acquired units to be used either as homeownership, lease with the option to own, or rental by the end of 2005. These units shall be low maintenance and utilize the most recent technology for energy conservation and cost effectiveness.
3. HHA will continue to work with the City of Hartford in its efforts to identify properties to develop additional public housing units for public housing families to replace units that were torn down in Charter Oak, Stowe, and Bellevue Square.
4. HHA shall continue its efforts to identify and locate partners, non-profit or for-profit, locally or nationally based. These partners will work with the Authority on the acquisition, improvement and / or development of additional housing opportunities for public housing income eligible families in a mixed financing mode.
5. HHA will work cooperatively with the City of Hartford and the U.S. Department of Labor to ensure full utilization of the newly built Job Corps Center by public housing, or income eligible public housing residents, which was constructed in the former ABC Section of the Old Charter Oak Terrace Public Housing Development.

### **Goal III**

1. HHA will explore the possibilities of developing an elderly assisted living facility and or an elderly independent living environment and, develop a mixed financing development that will offer mixed income housing rental housing units, mixed land use (retail, businesses and services) opportunities, including public housing residents. This will call for the creation of a 501 (C) (3) NON-PROFIT ORGANIZATION.
2. HHA will explore the possibilities a non-profit 501 (c) (3) elderly and family property management company that will focus on providing supportive housing services along with providing traditional property management functions. This organization will manage HHA owned properties and non HHA-held properties, including private developments.
3. HHA will explore the possibility of creating an in-house financial organization upon a clear investigation being completed with HUD in order to establish a financial relationship or develop and or a partnership with a bank, banks or financial intermediaries to provide mortgage credit for public housing families desiring to purchase HHA-built housing utilizing the intent, policies and practices of the Community Reinvestment Act (CRA) of 1977.
4. HHA will explore the possibilities of creating a private Maintenance contracting service entity. The purpose of this operation is to primarily provide repairs, construction improvements and grounds service to HHA-home owners at a discounted rate and engage in private market business. This could conceivably be tenant run, manage or controlled.
5. HHA will look into the possibility of developing a wellness facility for families with children that need supportive services.
6. HHA will explore all resources that will support, encourage and strengthen families with public housing, including, for example, the healthy marriage program, parents in institutions, and grand families taking care of grandchildren. Along with these initiatives HHA will explore the possibility of developing capacity in-house to address the human/social needs of public housing residents associated with providing supportive services.
7. HHA will explore the possibility of developing a private Individual Development Account (IDA) program or work with the State-sponsored IDA Program.
8. HHA will explore the possibility a not for profit organization and an-in-house program that will train and prepare tenants for business development opportunities under the Section 3 program.

**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.

**Executive Summary (Optional)**

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

The Hartford Housing Authority has a well deserved reputation as an innovative Public Housing Authority. In accordance with earlier plans, the Authority has reinvented over 90% of it's family units in the last ten years and has challenged tenants through programs that advance them and public housing communities into the 21<sup>st</sup> Century. The one remaining federal family development to be redeveloped is Nelton Court. The Hartford Housing Authority will explore financing options for the redevelopment of Nelton Court which will require an anticipated budget of \$15 million. Though the Authority is not certain at this point what the financing method will be, it will likely be either a capital fund bond issue or a bank loan.

In addition, the Authority is exploring the option of utilizing its federal replacement housing fund of approximately \$28 million to support the redevelopment of its State developments: Westbrook Village and Bowles Park. This plan is in the preliminary stage and requires approvals, which are yet to be obtained, from the State of Connecticut and from HUD.

There are only a few changes to last year's edition of the Hartford housing Authority Agency Plan. The major changes include "opting" to start a Section 8 Homeownership Program as well as to declare the Authority's intention to begin converting some of its Housing choice Vouchers to Project Based Vouchers. There are other minor changes to the Agency Plan and to the tandem attachments (ACOP) and sec. 9 Admin Plan that are more housekeeping in nature.

Finally, the Authority is well on its way toward making the Authority and its activities more “business like”, incorporating the best parts of private management of properties. As we move into the new millennium, we are planning and looking into the formation of a Non-profit Corporation that will support the work of the Authority.

The Hartford Housing Authority considers this new cycle of the annual and five year planning process under QHWRA as a continuation of an on-going and successful effort to identify needs in the community and to respond effectively to those needs. The Authority has worked, and will continue to work closely with the City of Hartford and its several departments in designing previous plans and actually garnering the resources to implement those plans. The Authority will continue to work closely with the City as well over 100 partners to refine these plans and to implement the plans as they are approved.

### **iii. Annual Plan Table of Contents**

[24 CFR Part 903.79 (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**

- i. Executive Summary
- ii. Table of Contents
  - 1. Housing Needs
  - 2. Financial Resources
  - 3. Policies on Eligibility, Selection and Admissions
  - 4. Rent Determination Policies
  - 5. Operations and Management Policies
  - 6. Grievance Procedures
  - 7. Capital Improvement Needs
  - 8. Demolition and Disposition
  - 9. Designation of Housing
  - 10. Conversions of Public Housing
  - 11. Homeownership
  - 12. Community Service Programs
  - 13. Crime and Safety
  - 14. Pets (Inactive for January 1 PHAs)
  - 15. Civil Rights Certifications (included with PHA Plan Certifications)
  - 16. Audit
  - 17. Asset Management
  - 18. Other Information

#### **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 Deconcentration
- FY 2005 Capital Fund Program Annual Statement

- 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  
 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)

**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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
X	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
X	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
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources;
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public Housing Deconcentration and Income Mixing	Annual Plan:

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
X	Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the methodology for setting public housing flat rents <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grant	Annual Plan: Capital Needs
X	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
X	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Applicable Plan Component</b>
		Disposition
X	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
X	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
X	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
X	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
N/A	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
X	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
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
X	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
	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.

<b>Housing Needs of Families in the Jurisdiction by Family Type</b>							
Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location
Income <= 30% of AMI	16,101	NA	NA	NA	NA	4	City
Income >30% but <=50% of AMI	8,264	NA	NA	NA	NA	4	City
Income >50% but <80% of AMI	6,824	NA	NA	NA	NA	4	City
Elderly	6,151	NA	NA	NA	NA	NA	NA
Individuals with Disabilities	8,460**	NA	NA	NA	NA	NA	NA
White / not Hispanic	21,677	NA	NA	NA	NA	NA	NA
Black / Not Hispanic	49,412	NA	NA	NA	NA	NA	NA
Hispanic	49,260	NA	NA	NA	NA	NA	NA
Other, Not Hispanic		NA	NA	NA	NA	NA	NA

NA = Not available Data: Planning Department, City of Hartford 8/99

CHAS Table 1 C All Households – Jurisdiction, Hartford, City, CT

\*\* (Non-institutionalized persons 16 – 64 years old with mobility or other limitation)

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: 1995 and updates thereafter
- 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)  
**HHA Wait list / CHAS Table 1 C**  
2000 Census Total Population 121,578

## 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)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	573		35%
Extremely low income <=30% AMI	530	92.49	
Very low income (>30% but <=50% AMI)	39	6.80	
Low income (>50% but <80% AMI)	4	0.69	
Families with children	371	64.75	
Elderly families	9	1.57	
Families with Disabilities	144	25.13	
Race/ethnicity (W)	16	2.80	
Race/ethnicity (B)	165	28.80	
Race/ethnicity (H)	390	68.07	
Race/ethnicity	2	0.35	
Characteristics by Bedroom Size (Public Housing Only)			
1BR	202	35.25	
2 BR	365	63.69	
3 BR	6	1.04	
4 BR	0		

Housing Needs of Families on the Waiting List			
5 BR	0		
5+ BR	0		
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)?			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.

#### (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.

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants (FY 2005 grants)</b>		
a) Public Housing Operating Fund	\$4,467,000 (est.)	Operations
b) Public Housing Capital Fund	\$2,398,189 (est.)	Capital Improvements
c) HOPE VI Revitalization	\$20,000,000	Dutch Point
d) HOPE VI Demolition	Included above	
e) Annual Contributions for Section 8 Tenant-Based Assistance	\$15,003,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	\$295,000 (est.)	
g) Resident Opportunity and Self-Sufficiency Grants	\$250,000 (est.)	Capital Improvements (d.p)
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below)		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>	\$2,398,189	LIPH Capital Improvement
FY 2004 Capital Fund	\$2,398,189	LIPH Capital Improvement
FY 2003 Capital Fund	\$1,720,442 a/o 8-31-04	LIPH Capital Improvement
FY 2004 Replacement Housing	\$4,566,955	LIPH Capital Improvement
<b>3. Public Housing Dwelling Rental Income</b>		
<b>Rental Income</b>	\$3,154,000 (est)	LIPH Operations
<b>4. Other income (list below)</b>		

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
5 (h) Homeownership Proceeds	\$2,720,000 a/o 8-31-04	LIPH Supportive Services
<b>4. Non-federal sources (list below)</b>		
<b>Interest on Investments</b>	\$74,500.00	LIPH Operations
<b>Total resources</b>	\$52,526,275	

### **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: (Approx. 25)
- 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) (*Credit checks and past due balances to PHA's*)

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

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

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

**(2) Waiting List Organization**

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

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

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

- PHA main administrative office, 180 Overlook Terrace, Hartford, CT
- 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?

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

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

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- PHA main administrative office, 180 Overlook Terrace, Hartford, CT
- 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) *Disabled and elderly families may be sent applications by mail*

**(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
- Overhoused (*Vac. rate >3%: Can transfer but at a ratio 1 trans: 3 new admit*)  
(*Vacancy <3%: Can transfer at a ratio 1:1*)
- Underhoused (*Vac. rate >3%: Can transfer but at a ratio 1 trans: 3 new admit*)  
(*Vacancy rate <3%: Can transfer at a ratio 1:1*)
- Medical justification
- Administrative reasons determined by the PHA (e.g., to permit modernization work)
- Resident choice: (state circumstances below)
- Other: (list below) (To achieve deconcentration and Income Mix)

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)  
*Elderly/Disabled (singles)*

*Please note the Authority as it relates to Domestic Violence is in the process of researching this preference for consideration in 2006.*

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

#### 1 Date and Time

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in 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)

**Elderly/Disable (Singles)**

*Please note the Authority as it relates to Domestic Violence is in the process of researching this preference for consideration in 2006.*

4. Relationship of preferences to income targeting requirements:

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

#### **(5) Occupancy**

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA’s Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

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

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

**(6) Deconcentration and Income Mixing**

a.  Yes  No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration 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 deconcentration 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 deconcentration of poverty or income mixing goals at targeted developments  
If selected, list targeted developments below:
- 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 deconcentration 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 deconcentration 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: ALL

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)

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)
  - **Current address**
  - **Name and address of family's current/prior Lanlord(s) if available**

### (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)

**Relocation of families due to demolition, disposition, or rehabilitation of obsolete units.**

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

- PHA main administrative office (**180 Overlook Terrace, Hartford, CT 06106**)
- Other (list below)

**(3) Search Time**

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

If yes, state circumstances below:

**Up to 120 days for reasonable accommodations, household emergency, natural disasters, hospitalization or sickness of household member, extraordinary family size, or need for barrier free housing.**

**(4) Admissions Preferences**

a. Income targeting

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

b. Preferences

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

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

Former Federal preferences

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

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction

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

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

1 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

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

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

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

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

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

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

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

#### **(5) Special Purpose Section 8 Assistance Programs**

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

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

1. *Application for Voucher*

2. *Information packet given to relocation candidates*

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

- Through published notices
- Other (list below)

1. *Through Public Service Announcements, and;*

2. *Through HHA web site.*

### **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?

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

**Long term/hort term hardship determination can include temporary or permanent loss of income, death of a family member with wages, etc.**

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:

- A. **Flat Rent or "30% option" – family's choice**
- B. **Minimum rent (\$0.00 - \$25) will be assessed based on proven need or circumstances.**

**FLAT RENTS:**

- A. **Developments Newly Constructed (COT) +New Stowe 85% 2004FMR**
- B. **Developments Recently Reconstructed (Mary Shepard) 67% 2004 FMR**
- C. **All other LIPH Developments (Family & Senior) 57% 2004 FMR**

**FLAT RENTS IN DOLLARS (2005)**

TYPE		A	B	C
BRs	FMRs	85%	67%	57%
Efficiency /0	510	N/A	N/A	291
1	636	N/A	426	363
2	813	691	545	463
3	1020	918	683	581
4	1238	1052	829	706

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)

95<sup>th</sup> 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)**When change of family composition occurs due to family member moving out, marriage, death, divorce or separation, or at a time of transfer.**

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)

**City of Hartford Assessor's Office**

**U.S. Department of HUD – Published FMR's**

**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 below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard?

(select all that apply)

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

c. If the payment standard is higher than FMR, why has the PHA chosen this level?

(select all that apply)

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

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

- Annually
- Other (list below)

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

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

## **(2) Minimum Rent**

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

- \$0
- \$1-\$25
- \$26-\$50

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

**Long term/short term hardship determination can include temporary or permanent loss of income, death of a family member with wages, etc.**

## **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.
- A brief description of the management structure and organization of the PHA follows:

**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	1,427	35%
Section 8 Vouchers	2,018	8%
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal Programs(list individually)		

**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)

(2) Section 8 Management: (list below)

## **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, 180 Overlook Terrace, Hartford, CT  
 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:

Please refer to the ACOP

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, 180 Overlook Terrace, Hartford, CT  
 Other (list below)

## **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 at Attachment CT 003g05

-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) CT003g05

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 at Attachment CT003g05

-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:

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:

**Dutch Point**

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.)

<b>Demolition/Disposition Activity Description</b>
1a. Development name: Dutch point/Nelton Court
1b. Development (project) number: CT 003 02/CT 008-01
2. Activity type: Demolition <input checked="" type="checkbox"/> Disposition <input checked="" type="checkbox"/>

form HUD 50075 (03/2003)

<p>3. Application status (select one)</p> <p>Approved <input checked="" type="checkbox"/> Demolition Approved/Disposition Planned for Dutch Point  Submitted, pending approval <input type="checkbox"/>  Planned application <input checked="" type="checkbox"/></p>
<p>3. Date application approved, submitted, or planned for submission:  25 May, 2004, Spring 2005</p>
<p>5. Number of units affected: 186</p>
<p>6. Coverage of action (select one)</p> <p><input checked="" type="checkbox"/> Part of the development: Nelton Court  <input checked="" type="checkbox"/> Total development: Dutch Point</p>
<p>7. Timeline for activity:</p> <p>a. Actual or projected start date of activity: 4-1-05  b. Projected end date of activity: 12-31-05</p>

**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.

<b>Designation of Public Housing Activity Description</b>
<p>1a. Development name:</p>
<p>1b. Development (project) number:</p>
<p>2. Designation type:</p> <p>Occupancy by only the elderly <input type="checkbox"/>  Occupancy by families with disabilities <input type="checkbox"/>  Occupancy by only elderly families and families with disabilities <input type="checkbox"/></p>
<p>3. Application status (select one)</p>

Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> 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.

<b>Conversion of Public Housing Activity Description</b>
1a. Development name:
1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question) <input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> 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)

<input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
<p>5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one)</p> <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved: ) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved: ) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

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

**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.)

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.)

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name: New Community (formerly Charter Oak Terrace)	
1b. Development (project) number: CT003024	
2. Federal Program authority:	
<input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input checked="" type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: May, 1998	
5. Number of units affected: 131	
6. Coverage of action: (select one)	
<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development	

<b>Public Housing Homeownership Activity Description (Complete one for each development affected)</b>	
1a. Development name: STOWE VILLAGE	
1b. Development (project) number: CT003026 / 027	
2. Federal Program authority:	
<input type="checkbox"/> HOPE I <input checked="" type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)	
3. Application status: (select one)	
<input checked="" type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application	
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (04/03/2002)	
5. Number of units affected: 100	
6. Coverage of action: (select one)	
<input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> 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.)

2. Program Description:

***The Section 8 Homeownership Program of the Hartford Housing Authority (“HHA”) will permit eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting. Furthermore, the HHA may utilize its S8 Homeownership Vouchers on properties that are owned by the Authority.***

Please refer to the Section 8 Administrative Plan, Section “Hartford Housing Authority’s Section 8 Homeownership Plan” for more specific and detailed information relevant to the aforementioned program.

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?

If yes, list criteria below:

**Initial Eligibility Requirements:**

- The family must be either participating or have been determined to be eligible for the Housing Choice Voucher program and issued a voucher.***
- The family must qualify as a first-time homeowner, or may be a co-operative member.***
- The family must have a gross annual income that equals or exceeds, \$20,000.00***

*HHA will apply this minimum income requirement to all applicants to the Section 8 Home Ownership Program, with the following exception: Disabled families who meet both of the qualifications outlined below will be considered by HHA to have met the minimum income requirement: The family must have an annual countable income at least equal to the monthly SSI benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve. (Currently \$6768.00), and*

- 4. The family must provide documentation of current pre-approval or pre-qualification of financing that meets the HHA requirements outlined in the "Financing" section of this policy. For the purposes of this policy, "current" is defined as no more than 90 days previous to the date an application to the Home Ownership Program is received by HHA.*
- 5. At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance.*
- 6. Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.*

## **12. PHA Community Service and Self-sufficiency Programs**

[24 CFR Part 903.7 9 (1)]

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? DD/MM/YY

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)

### **B. Services and programs offered to residents and participants**

form HUD 50075 (03/2003)

**(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. )

<b>Services and Programs</b>				
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)
ROSS “Charter Oak Market Place”	800	All Public Housing Residents	Capital Region Workforce Dev. Board	Public Housing & Section 8 participants
ROSS “Homeownership Counseling”	250	All Public Housing Residents	Christian Activities Council	All Public Housing Residents
ROSS “Middle Class Express”	250	All Public Housing Residents	Dept. of Human Resources, City of Hartford	All Public Housing Residents

**(2) Family Self Sufficiency program/s**

a. Participation Description

<b>Family Self Sufficiency (FSS) Participation</b>		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	N/A	N/A
Section 8	N/A	N/A

- 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)

ALL DEVELOPMENTS

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

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)

**ALL DEVELOPMENTS**

### 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)

#### ALL DEVELOPMENTS

### D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 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?
- Yes  No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes  No: This PHDEP Plan is an Attachment. (Attachment Filename: \_\_\_\_)

## 14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

## 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? \_\_\_\_

5.  Yes  No: Have responses to any unresolved findings been submitted to HUD?  
If not, when are they due (state below)?

## **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?

## **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:
1. The Resident Council would like for the Authority to apply for HOPE VI for the development of Nelton Court if funding becomes available.
  2. Description of resident process has been altered to reflect how the City of Hartford, in cooperation with the Resident Council initially selects and appoints the tenant commissioner to the Hartford Housing Authority Board of Commissioners.

3. The Resident Council would like to participate in planning and also take part in any ongoing Capital improvement work at Mary Shepard Place, formerly known as Bellevue Square.
4. The Resident Council wishes to increase the existing Agency wide resident lock out charge from \$75.00 to \$150.00
5. The Resident Council disagreed with the Authority wide average prevailing hourly rate charge of \$20.93 for services provided by maintenance staff when responding to service calls.
6. The Resident Council disagreed with the most recent HUD requirement in relation to charging tenants on "Flat Rents" for excess utility consumption.

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:

The Authority has considered recommendations made by HTRF and has included some of them as part of the agency goals. However, recommendations in relation to new statutory mandates and charges and rates established by the Authority through binding agreements, for obvious reasons, were maintained intact.

- Other: (list below)

The Housing Authority will redevelop, reconstruct, and/or modernize Nelton Court using capital funds and/or other housing funds.

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

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 HHA along with HTRF's governing body meets and selects three (3) tenants for the position of Commissioner, which are then recommend to the Mayor. The Mayor selects one of the three names recommended as Tenant Commissioner – the Mayor of the City of Hartford then appoints the tenant Commissioner. The Court of Common Council then confirms this appointment.***

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) *Please see process described above.*

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) *Please see process described above*

### 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: **City of Hartford, State of Connecticut**

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)
  - a. *Homeownership Initiatives*
  - b. *Revitalization of distressed public housing developments including density reduction*
  - c. *Public Safety in and around public housing developments*
- Other: (list below)

See “**Public Housing**”, “**Hartford, Building For a New Millennium**” Annual Action Plan – **City of Hartford Consolidated Community Development Plan**”

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

See “**Public Housing**”, “**Hartford, Building For a New Millennium**” Annual Action Plan – **City of Hartford Consolidated Community Development Plan**”

### D. Other Information Required by HUD

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

## Attachments

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

1. PHA Annual Plan CT 003V05
2. Admissions Policy for Deconcentration/Analysis CT003a05
3. Public Housing Admissions and continued Occupancy policy CT003b05
4. Section 8 Administration Plan CT003c05
5. Resident Advisory Board Letter CT003d05
6. Consolidated Plan Consistency Certification CT003e05
7. Board Resolution No. 2004-09 CT003f05
8. Capital Fund Annual Plan / 5 Year Plan CT003g05
9. Performance and Evaluation Reports CT003h05

HOUSING AUTHORITY OF THE CITY OF HARTFORD  
Resolution NO. 99 -09  
DECONCENTRATION POLICY / DECONCENTRATION ANALYSIS

WHEREAS, An Action Notice (Federal Register/Volume 64. No. 32 / Thursday February 18, 1999 / Notices) was published on February 18, 1999 by the Office of the Assistant Secretary for Public and Indian Housing, HUD, regarding the Quality Housing and Work Responsibility Act of 1998, and

WHEREAS, That notice instructs that Section 513 amends Section 16 of the USHA to establish, among other things, public housing deconcentration requirements; and

WHEREAS, That same notice provides Action Guidance for the Public Housing Program; and

WHEREAS, The Action Guidance states "through this notice and consistent with the immediate effective date of this section of the USHA the U. S. Department of Housing and Urban Development (HUD), is requiring Public Housing Authorities (PHAs) to begin implementing this public housing deconcentration policy; and

WHEREAS, Public Housing Authorities must immediately develop this policy and have passed by the PHA's Board of Commissioners by June 18, 1999 indicating that the necessary changes will be made in the PHA's admission policy; and

WHEREAS, The Board of Commissioners of the Housing Authority of the City of Hartford desires to be in compliance with said Action Guidance of HUD; NOW, THEREFORE, BE IT

RESOLVED, That the Housing Authority of the City of Hartford affirms the policy of deconcentration i.e., to deconcentration poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner-,

The Housing Authority of the City of Hartford will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments;

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement; and

WHEREAS, The above cited Action Notice states: "the admissions policy to promote deconcentration of poverty will also be a part of the PHA ( 5 Year) plan process from its inception ( P 8200 FR / Vol. 64, No. 32 / Thursday February 18, 1999 / Notices)"; NOW, BE IT FURTHER

RESOLVED, That the Executive Director be directed to take reasonable and necessary steps to implement this deconcentration policy in concept on a temporary basis; and to insure that a permanent deconcentration policy be included, as appropriate, in the Housing Authority of the City of Hartford Five Year Comprehensive Plan which is due to be submitted to HUD by October 15, 1999.

Date June 17, 1999

Charles W. Groce Jr. Chairman

*Signed* \_\_\_\_\_

# HOUSING AUTHORITY OF THE CITY OF HARTFORD

## *DECONCENTRATION ANALYSIS – 2004*

The Agency Plan process requires a deconcentration analysis. The purpose of the analysis is to determine whether the average income of a development falls within a band of 85% to 115% of the developments of the analysis. If the average income of a given development is higher than 115%, the Agency is required to put measures into effect to place the lower income families in that development and vice versa. For this year's analysis, the Hartford Housing Authority's Established Income range is \$12,362 - \$9,137.

There are three developments that are currently subject to inclusion in such an analysis: They are: Nelton Court, Dutch Point, and Mary Shepard Place. Because the New Community has been designated under 5 (h) as a homeownership community where getting and keeping a job is a basic requirement, it is not part of this analysis.

It should be noted that HUD has published a proposed rule on August 15, 2001 that would, essentially, exempt Nelton, Dutch, and Mary Shepard from this analysis going forward. Under the proposed rule, a development with an income level at or below 30 percent of area median income (defined as "extremely low income" in HUD's regulations) cannot be categorized as having average incomes "above" the Established Income Range. In other words, if families in a development have an average income below 30% of the Area Median Income, even if it is higher than its peers, it makes no sense to force that development to drive its average down by taking even poorer families. At this writing, the final rule has not been published on this issue, but it has been a strong recommendation of industry groups to change the rule to exempt extremely low developments. All three developments show average incomes below the 20% AMI.

### Family of three in Hartford Area

	= 20% of AMI = up to \$14,780
Extremely Low	= 30% of AMI = up to \$19,950
Very Low	= 50% of AMI = up to \$33,250
Low	= 80% of AMI = up to \$51,750

<b><i>DEVELOPMENT NAME</i></b>	<b><i>Average Income</i></b>	<b><i>85%- 115%</i></b>
<b>September 22, 2004</b>		
<b>DUTCH POINT COLONY</b>	\$10,749.79	Within 15 % Limit
<b>MARY SHEPARD PLACE</b>	\$13,634.24	Just Above the 15 % Limit
<b>NELTON COURT</b>	\$ 8,206.90	Just below 15% Limit

The only development of the three that falls outside the 15% band is Mary Shepard Place at 126%.

HHA will report this information in the *Agency Plan – 2005* and will await HUD's final rule on the matter.

<b>NEW STOWE VILLAGE</b>	<b>\$33,408.43</b>	Homeownership
<b>STOWE VILLAGE PHASE II</b>	<b>\$33,512.48</b>	Homeownership
<b>THE NEW COMMUNITY</b>	<b>\$30,381.00</b>	Homeownership

**HARTFORD HOUSING AUTHORITY  
ADMISSIONS AND CONTINUED  
OCCUPANCY POLICY 2005**

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**John D. Wardlaw**  
Executive Director

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**Angel Arce, Chairperson**  
Board of Commissioners

**LOW INCOME PUBLIC HOUSING PROGRAM  
ANNUAL PROGRAM COMPLIANCE CERTIFICATION**

This certifies that the Admissions and Occupancy Policy is in conformance with HUD regulations and applicable PIH notices. Additionally, the Low Income Public Housing Program is being administered in accordance with The Hartford Housing Authority's adopted written Admissions and Occupancy Policy, and the local policies established therein.

The Admissions and Occupancy Policy Plan was formally adopted by the Authority's Board of Commissioners on December 15, 1999, since that date all proposed amendments to local policy, as listed in the Admissions and Occupancy Policy Amendment Log, have been submitted to the Board of Commissioners for approval prior to their implementation. A copy was given to the Hartford office of HUD December 16, 1999.

The Admissions and Occupancy Plan was revised on November 14, 2000, October 16, 2001, October 8, 2002, October 14, 2003 and again on \_\_\_\_\_ on to incorporate all new HUD regulations and applicable PIH notices. The changes to the Admissions and Continued Occupancy Plan and effective dates of the required implementation are recorded in Appendix I, Administrative Plan Amendment Log and Appendix II, PIH Notices Log. A copy of the revised 2005 plan was given to the Hartford office of HUD on \_\_\_\_\_.

**DIRECTOR, ADMISSIONS AND OCCUPANCY**

**DATE**

### **Certification of Plan Approval**

**WHEREAS,** The Authority must follow the U.S. Department of Housing and Urban Development regulations in the administration of the Low Income Public Housing Program Rental Assistance Programs under the 1937 Housing Act;

**WHEREAS,** The U.S. Department of Housing and Urban Development has issued new Conforming Rule regulations for Low Income Public Housing Program;

**WHEREAS,** The Authority is required to adopt a written Admissions and Occupancy Policy that establishes local policies for administration of the program in accordance with HUD requirements;

**AND WHEREAS,** The regulations require that the Admissions and Occupancy Policy be formally adopted by the Board of Commissioners;

**THEREFORE BE IT RESOLVED THAT:** The Authority Board of Commissioners adopts the Admissions and Occupancy Policy as written.

**DATE ADOPTED:**

**SECRETARY**

**CHAIRMAN**

## **Certificate Of Equal Opportunity And Fair Housing Compliance**

This certifies that the Authority fully complies with and administers its housing programs in accordance with Federal equal opportunity and fair housing laws. Specifically, such laws are the Fair Housing Act (implementing regulations (ir): 24 CFR parts 100); Title VI of the Civil Rights Act (ir: 24 CFR part 1); Age Discrimination Act (ir: 24 CFR 146); Equal Opportunity Executive Orders (ir:24 CFR 107); Section 504 of the Rehabilitation Act (ir:24 CFR part 8); and Title II of the Americans with Disabilities Act.

In fulfillment of its certification the Authority acknowledges, upholds and acts in accordance with procedures that accomplish the following equal opportunity in housing objectives:

- Objective I: Outreach to Low Income Families
- Objective II: Housing Opportunities for Families Outside Areas of Low Income and Minority Concentration.
- Objective III: Taking Applications and Selecting Participants
- Objective IV: Serving and Assisting Families Alleging Discrimination
- Objective V: Using a Fair Housing Organization or Organization Serving the Handicapped.
- Objective VI: Equal Employment Opportunity
- Objective VII: Training, Employment and Contracting Opportunities for Businesses and Lower-Income Persons.
- Objective VIII: Recordkeeping

**DATE CERTIFIED:**

**SECRETARY**

**CHAIRMAN**

## **Adherence To Program Requirements**

The Admissions and Occupancy Policy has been written in accordance with the HUD regulations and applicable PIH notices. The Hartford Housing Authority has adopted this written Admissions and Occupancy Policy and has established local policies for the administration of the low-income public housing program on matters for which it has discretion. The Authority has submitted to the Hartford Office of HUD a copy of the Admissions and Occupancy Policy on December 16, 1999. The Admissions and Occupancy Policy was formally adopted by the Authority's Board of Commissioners on December 15, 1999. The Authority will revise the Admissions and Occupancy Policy if needed to comply with HUD requirements, and present the changes before the Board for formal adoption.

The Admissions and Continued Occupancy Plan has been revised to incorporate all HUD regulations and applicable PIH notices as of \_\_\_\_\_. The Authority has submitted a copy of the revised version of the Admissions and Continued Occupancy Plan to the Hartford Office of HUD on October 15, 2003.

## Preface

This Admissions and Occupancy Policy establishes the basis for administering admissions and occupancy into its *Low Income Public Housing Program* as defined in the United States Housing Act of 1937 and as prescribed by the Department of Housing and Urban Development (HUD). The Admissions and Occupancy Policy constitutes the HHA's Tenant Selection and Assignment Plan as required under 24 CFR 1.4(b)(2)(ii). The Admissions and Occupancy Policy has been drafted in accordance with the admissions and occupancy requirements contained in:

- The Housing Act of 1937 (Act), as amended through the Housing and Community Development Act of 1974, and The Quality Housing & Work Responsibility Act Of 1998.
- HUD regulations at 24 CFR Parts 5, 912, 960 and 966
- Public Housing Occupancy Handbook 7465.1 Rev-2
- Title VI of the Civil Rights Act of 1964, (See 24 CFR Part 1)
- Title VIII of the Civil Rights Act of 1968, as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988 (See 24 CFR Part 100)
- Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, (See 24 CFR Part 8)
- The Age Discrimination Act of 1975, (See 24 CFR Part 146)
- Applicable State laws or local ordinances.

This document incorporates applicable HUD PIH Notices for operating a low income public housing program that have been issued through the stated effective date. Many of the PIH Notices reflect the changes recommended in the Proposed Rules for Streamlining the Public Housing Admissions and Occupancy Regulations approved on December 15, 1999.

The Hartford Housing Authority has adopted this Admissions and Occupancy Policy, which contains local policies for the administration of admissions and occupancy into its low-income public housing program. This Admissions and Occupancy Policy constitutes the HHA's Tenant Selection and Assignment Plan as required under 24 CFR 1.4(b)(2)(ii). The Authority has submitted to the Hartford Office of HUD a copy of this low-income public housing *Admissions and Occupancy Policy* on December 16, 1999. The Policy was formally adopted by the Authority's Board of Commissioners on December 15, 1999. The Authority will revise this document as needed to comply with HUD requirements. Changes that reflect local policy will be presented to the Board for formal adoption and submitted to HUD, as required.

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## **1.0 Admissions And Occupancy Policies**

It is the Policy of the Hartford Housing Authority (HHA) to administer admission and occupancy to its low-income public housing program in accordance with applicable statutes, regulations, Federal, State and local laws. This section identifies general policies, objectives and responsibilities of the HHA with respect to administering admissions and occupancy within its low-income public housing program.

The purpose for establishing these low income housing policies are to provide a basis for implementing practices that successfully promote the program goal of providing decent, safe and sanitary housing to eligible households. To that end, the following precepts underlie the admission and occupancy policies of the Hartford Housing Authority:

- All households who meet the eligibility criteria should have equal access to available subsidized housing units.
- Once a family is housed, every effort should be made to guarantee that the unit and development will be maintained in a way so that the family will have decent, safe and sanitary housing.
- The Authority and the tenants share responsibilities for the quality of their apartments and their neighborhoods, and follow procedures that reflect these mutual responsibilities.
- In providing housing to families in need, the Authority's functions of property management go beyond traditional services to incorporate resident programs, supportive services, grievance procedures, and financial counseling (to avoid evictions for non-payment of rent).
- Criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises is not tolerated.

## **1.1 Statutory and Regulatory Compliance Policy**

The HHA operates its low-income public housing program under an annual contribution contract (ACC) with the Department of Housing and Urban Development (HUD). As such it is required to operate its program in accordance with the U.S. Housing Act of 1937 as amended by the Housing and Community Development Act of 1974.

Principal regulations guiding the HHA's admissions and occupancy policy are found in 24 CFR Part 5 regarding definition of eligibility of families; 24 CFR 913 regarding income eligibility and calculation; 24 CFR 960 regarding admissions; and 24 CFR 966 regarding lease and grievance procedures. Together these regulations set out basic requirements for program eligibility and continued occupancy. Guidance on the implementation of these regulations are found in *The Public Housing Occupancy Handbook* 7465.1 REV 2. It is furthermore the HHA policy to implement Public and Indian Housing Notices (PIH Notices) and other changes promulgated by HUD in a timely and accurate fashion.

## **1.2 Fair Housing and Equal Opportunity Compliance Policy**

It is the HHA's policy to administer admissions and occupancy such that it:

- Shall comply with all applicable laws relating to Civil Rights.
- Shall not discriminate because of race, color, national origin, ancestry, sex, religion, familial status, age, marital status, lawful source of income, sexual orientation, learning disability or physical or mental disability in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under The HHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. (24 CFR 100.5)
- Shall not discriminate on account of race, color, creed, national origin, ancestry, sex, sexual orientation, marital status, age, religion, familial status, marital status, lawful source of income or learning disability physical or mental disability:
  - Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs.
  - Provide housing which is different from that provided others.
  - Subject a person to segregation or disparate treatment.
  - Restrict a person's access to any benefit enjoyed by others in connection with the housing program.
  - Treat a person differently in determining eligibility or other requirements for admission.
  - Deny a person access to the same level of services.
  - Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.
- Shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine ( 24 CFR 960.205).

## **1.2 Fair Housing and Equal Opportunity Compliance Policy (Continued)**

- Shall identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the HHA will make structural modifications to its housing and non-housing facilities ( 24 CFR 8.21, 8.23, 8.24, and 8.25) and make reasonable accommodations ( 24 CFR 100.204), or combinations of the structural modifications and reasonable accommodations, to permit people with disabilities to take full advantage of the housing program.
- Shall not permit its policies to be subverted to do personal or political favors such that it will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, Federal law, and the civil rights of the other families on the Wait List (24 CFR 906.204(a)(3)(ii)).

## **1.3 Fair Housing and Equal Opportunity Objectives**

In fulfillment of its policies on admissions and occupancy, the HHA acknowledges, upholds and acts in accordance with procedures that accomplish the following Fair Housing and Equal Opportunity in housing objectives:

### **Objective I: Outreach to Low-Income Families**

Ensure sufficient and appropriate means to bring information on the HHA's low-income public housing program to a full cross section of eligible population. Specific actions for implementing this policy are contained in Section 3: Application for Admissions. Procedures identify the media and other suitable means that will convey information about the program to eligible families. Furthermore, procedures describe the special outreach actions that will inform persons that are less likely to apply.

### **Objective II: Taking Applications and Selecting Participants**

Ensure sufficient and appropriate means for all applicants to receive equal opportunity in the application taking and selection process. It is the objective of this policy to maintain consistency in accepting, processing and selecting applicants in a manner that assures equal opportunity to all applicants regardless of race, creed, color, national origin, ancestry, sex, sexual orientation, marital status, age, religion, familial status, learning disability, physical or mental handicap and lawful source of income. Specific procedures for implementing the HHA's policy and attaining the stated objectives are described in Sections 2: Application for Admission, Section 4 Preferences and Section 9: Selection. Those chapters set out procedures that include, but are not limited to, advance notification of the dates on which the HHA will take applications, special outreach to families less likely to apply (including the mailing of applications), and preferences and priority categories.

### **Objective III: Using a Fair Housing Organization or Organization Serving the Handicapped**

Ensure that no otherwise eligible individuals with disabilities are denied housing assistance opportunity or are excluded participation in, or are otherwise subject to discrimination because the HHA's facilities are inaccessible to or are not useable by persons with disabilities. In implementing this policy the HHA shall:

- Provide assurance that all persons with disabilities receive reasonable accommodations to fully access and utilize the housing services administered by the HHA.
- Provide special accommodations for persons with a disability who requires an advocate or accessible offices.
- Make available assistance for hearing and sight impaired persons upon reasonable notification.

### 1.3 Fair Housing and Equal Opportunity Objectives (Continued)

- Make available a list of handicapped accessible units upon request.
- Coordinate the administration of its housing program with other local advocates and service organizations that include:

Hartford Easter Seal  
Director of Disability Issues  
550 Main Street  
Hartford, CT. 06103  
(860) 722-6676

Rehabilitation Center, Inc.  
22 Tompkins Street  
Hartford, CT. 06105  
(860) 243-9741

Director  
Independence Unlimited  
900 Asylum Avenue  
Hartford, CT 06105  
(860) 549-1330

North Central Connecticut  
Agency on Agency on Aging  
80 Coventry Street  
Hartford, CT 06105  
(860) 243-2044

Board of Education/Services  
170 Ridge Road  
Wethersfield, CT 06109  
(860) 566-5800

Commission on Deaf & For The Blind Hearing Impaired  
40 Woodland Street  
Hartford, CT. 06105  
(860) 566-7414

Capitol Region Mental Health  
Center  
410 Capitol Avenue  
Hartford, CT. 06106  
(860) 418-7000

State Office for Protection &  
Advocacy for the Handicapped  
60 B Weston Street  
Hartford, CT.  
(860) 297-4300 or 1-800-842-7303

Connecticut Fair Housing Center  
221 Main Street  
Hartford, CT. 06106  
(860) 247-4400

### **Objective IV: Equal Employment Opportunity**

Adhere to the objectives of equal employment opportunity by implementing the HHA's policies requiring that promotion and hiring practices do not discriminate on the basis of age, race, color, creed, religion, sex, sexual orientation, handicap or national origin, and moreover, embrace the principals of affirmative action.

### **1.3 Fair Housing and Equal Opportunity Objectives (Continued)**

#### **Objective V: Training, Employment and Contracting Opportunities for Businesses and Lower-Income Persons**

Provide equal opportunity for low-income public housing participants to become aware of and participate in training, employment and contracting opportunities. The HHA will ensure that minority businesses owned by low income public housing families or Resident Organizations are made aware of contracting opportunities that become available through its Section 3 initiatives. Low-income public housing residents will be given a first preference regarding Section 3 opportunities.

#### **Objective VI: Recordkeeping**

Ensure the maintenance of well organized, complete records to facilitate HUD's monitoring and review of the HHA's low income public housing operations, particularly as they relate to HHA actions to fulfill the objectives of its equal opportunity housing policy.

Carry out procedures that provide HUD with timely, complete and accurate compliance reports that contain such information as the HUD Office may determine to be necessary to ascertain compliance with Title VI.

Annually certify compliance with Title VI, Title VIII and Executive Order 11063, which requires that the HHA maintain records on the following:

All newspaper and paper advertisements relative to the availability of the program.

All applications received; nature and date of eligibility determination; and date applicant is selected as a low-income public housing participant or maintain records pertaining to ineligible applicants for a three-year period, beginning with the date of determination of ineligibility.

Contacts made with community organizations, employers, union halls, etc., that are part of special outreach efforts to attract persons identified as "less likely to apply" and "expected to reside".

Materials used to brief applicants on locations and characteristics of neighborhoods in which suitable units may be found and significant aspects of Federal, State and local fair housing laws.

## **1.4 Accessibility and Language**

Application, management, and hearing offices are to be available for use by residents with a full range of disabilities. For those facilities that are not already accessible (and located on accessible routes), the HHA will identify alternate facilities that will permit a person to use an accessible facility (24 CFR 8.20 and 8.21).

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (24 CFR 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, and as determined by the HHA, documents are to be translated into languages other than English as needed.

Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated. Offering examples will help applicants and residents understand the issues involved. In preparing materials to be used by applicants and residents, the HHAs' staff must keep in mind that some persons may have disabilities that affect the applicant's ability to read or understand - so rules and benefits may have to be explained verbally. (24 CFR 8.6).

At the point of initial contact the HHA staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials (24 CFR 8.6).

Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can assist. The HHA is not obligated to pay the costs associated with having a foreign language interpreter (as they are for a sign language interpreters for the hearing impaired (24 CFR 8.6) because the Fair Housing Act makes no such requirement (although, in some, localities, State or local law might do so).

### **1.3 Accessibility and Language (Continued)**

The authority will prepare the following information in clearly written and accessible formats:

- Marketing and informational materials
- Information about the application process
- The application form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules (if any)
- Guidance or instructions on care of the housing unit
- Information about opening, updating or closing the Wait List
- All information related to applicant's rights (to informal hearings, etc.)

### **1.5 Reasonable Accommodations**

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

### **1.6 Communication**

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

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

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

## 1.7 **Questions To Be Asked In Granting The Accommodation**

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

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

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

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

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

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

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

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

## **1.7 Questions To Be Asked In Granting The Accommodation (Continued)**

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

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

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

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

## **1.8 Privacy Rights and Verification**

All adult members of applicant families and participant households are required to sign the HUD Form 9886: Authorization for Release of Information. Failure to sign the consent form will result in the denial of eligibility or termination of low income housing benefits.

The release form permits the HHA to request verification of salary and wages from current or previous employers, request wage and unemployment compensation claim information from the State agency responsible for keeping that information, and request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The release also permits the HHA to request information from financial institutions to verify eligibility and level of benefits.

The release form describes the conditions under which the HHA will release such family information. Information which would lead one to determine the nature and/or severity of a person's disability will be marked "confidential" and not released except on an "as needed" basis for cases where accommodations is under consideration.

The HHA provides the highest level of performance through program management and administration. It provides program integrity through verification, monitoring and, if appropriate, investigation. The goal of the program integrity process is to ensure that the proper level of benefits are made available to eligible families.

The HHA's primary tool for ensuring program integrity is through the proper discharge of their program administration duties and responsibilities. A key factor in ensuring program integrity is to adequately communicate the program requirement and rules to potential participants. Critical points of contact with candidates are during application, screening, and debriefings. The HHA maintains program integrity among participants through its monitoring and verification responsibilities.

At such time that the HHA is made aware of program abuse it will investigate the circumstance or allegation. In situations where documents are required, the HHA will obtain the appropriate clearances from participant families to conduct the investigation. Once the information is obtained the HHA will follow the procedures defined in this Plan to close out the investigation.

## **1.9 Jurisdiction**

The Charter jurisdiction of the HHA is limited to the area of the City of Hartford. The jurisdiction of the HHA for the purpose of determining maximum income eligibility for the program is the City of Hartford.

## 1.10 Local Objectives

The authority operates its Low Income Housing Programs to achieve the following local objectives:

- To supply safe, decent, and sanitary housing to lower, very low income and elderly families living within its jurisdiction.
- To aid in efforts to upgrade and stabilize the housing stock in the community by maintaining safe, decent and affordable housing units.
- To administer the low income housing program in a fair and impartial manner and on an equal opportunity basis.
- To protect the rights of its tenants by enforcing strict lease provisions and “one strike” measures.
- To facilitate self-sufficiency of participating families through awareness and referral to counseling and employment opportunities under Section 3.
- To provide transition opportunities to homeownership by seeking eligible candidates for its affordable homeownership program.

## 1.11 Administrative Responsibilities

The HHA operates its Low Income Public Housing Program in compliance with its application, the ACC, HUD regulations, state and city laws other requirements (e.g., PIH Notices), and this Policy. In fulfilling its program obligations, the HHA acknowledges that it must establish certain program policies and carry out specific administrative responsibilities. The HHA annually certifies adherence to the policies contained in this document and to the responsibilities identified in the following table.

**Low Income Public Housing Program Responsibilities**

Administrative Responsibility	Section Reference
Publish and disseminate information about the availability and nature of housing assistance under the program.	2 Application for Admission
Explain the program to families.	10 Resident Debriefing
Affirmatively further fair housing goals and comply with equal opportunity requirements.	1 Admissions and Occupancy Policy

Accommodate disabled persons with satisfactory housing.	5.0 Unit Size and Occupancy Standards 1.5 Reasonable Accommodations
Receive applications from families, determine eligibility, maintain the Wait List, select applicants, issue leases to tenants, and provide housing information to families selected.	Sections 2 - 12
Determine who can live in the public housing unit, at admission and during the family's participation in the program.	3 Eligibility Criteria Admissions 13 Reexamination for Continued Occupancy
Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 812.	3 Eligibility Criteria for Admissions
Inspect the unit before occupancy and at least annually during tenancy.	11 HQS & Inspections

<b>(1.11 Administrative Responsibilities Continued)</b>	
Examine family income, size and composition, at admission and during the family's participation in the program. The examination includes verification of income and other family information.	3 Eligibility Criteria for Admission 13 Reexamination for Continued Occupancy
Determine Total Tenant Payment for households.	8 Income and Tenant Payment Determination
Determine whether to terminate a lease to a participant family for violation of family lease obligations.	16 Lease Termination and Eviction
Conduct informal or grievance hearings on certain HA decisions concerning participant families.	17-20 Informal Review and Grievance Procedures
Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.	21 Monitoring, Record Keeping and Reporting

## **2.0 Application For Admissions**

Application for program admissions responsibility of the HHA are to provide adequate outreach to prospective applicants, issue and receive applications, ensure completion of applications and request of supporting documentation, and explain the program requirements. The application process is followed by an eligibility verification process and, finally, a selection process. In the execution of these responsibilities, the HHA is to ensure that all applicants are served in accordance with the HHA's stated fair housing and equal opportunity policy.

The application for admissions process is presented in this section. This section describes how families are notified and apply for the low-income public housing program, and presents the Low Income Public Housing Application.

### **2.1 Outreach**

It is the policy of the HHA to conduct outreach/marketing as needed to maintain an adequate application pool representative of the eligible population in the area. Outreach efforts will take into consideration the level of vacancy, availability of units through turnover, and Wait List characteristics. The Admissions and Occupancy Department will periodically assess these factors in order to determine the need for and scope of any marketing efforts. For outreach procedures refer to the Marketing section of the HHA Procedures Manual, p. 26 including the following:

- A. The Hartford Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.
- B. To reach people, who cannot or do not read the newspapers, the Hartford 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 Hartford Housing Authority will also try to utilize public service announcements.
- C. The Hartford Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals to the Public Housing Programs.

#### **Outreach and informational materials will be subject to the following:**

- All outreach materials must comply with Fair Housing Act requirements with respect to wording, logo, and size of type, etc. (24 CFR 109.30(a)) as well as affirmative fair housing outreach requirements.
- Outreach will describe the housing units, application process, and Wait List and preference structure accurately.

## **2.1 Outreach (Continued)**

- Outreach will be written in simple, clear language and will use more than strictly English-language print media.
- An effort will be made to target all agencies that serve and advocate for potentially qualified applicants (e.g. persons with disabilities, to ensure that accessible/adaptable units are used by people who can best take advantage of their features).
- Outreach materials will make clear who is eligible: low income individuals and families, people with both physical and mental disabilities.
- HHA's responsibility to provide reasonable accommodations to people with disabilities will be clearly stated.

## 2.2 Opening and Closing of Application Wait List

HHA will maintain an adequate pool of families to ensure that families are available for housing as openings occur. The HHA will open application intake by giving public notice that families may apply for public housing admission. The public notice will identify and briefly describe the program, limitations on who may apply for assistance, the location or other methods (e.g., phone, mail) or how the family may apply, the dates and times for application and the equal opportunity statement. Public notice will be provided through the following media:

- **Newspaper(s) of general circulation:**

Hartford Courant Legal Ads  
285 Broad Street  
Hartford, CT 06115  
(860) 241-6200  
(860) 241-3866 Fax

The Hartford News  
191 Franklin Avenue  
Hartford, CT 06114-2517  
(860) 296-6128  
(860) 296-8769

Northend Agent  
PO Box 2308  
Hartford, CT 06146  
(860) 522-1888  
(860) 423-7641 Fax  
The Hartford Inquirer  
Box 1260  
Hartford, CT 06143  
(860) 522-1462  
(860) 522-3014

## 2.2 Opening and Closing of the Waiting List (Continued)

- **Newspaper(s) of minority circulation:**

Northeast Minority News  
PO Box 4159  
Hartford, CT 06147-4159  
(860) 249-6065 or (860) 249-5955

El Extra – News  
PO Box 34822  
Hartford, CT 06134

West Indian American News  
PO Box 320536  
Hartford, CT 06132  
(860) 247-0123 Fax

Panorama  
66 Julius Street 5<sup>th</sup> Flr.  
Hartford, CT 06114  
(860) 244-2432, Fax 527-5179

El Tiempo/Record-Journal  
Patrick Bremer  
11 Crown St. Meriden, CT 06450  
(203) 317-2328 Fax (203) 235-4040

La Voz Hispana De Connecticut  
35 Elm Street  
New Haven, CT 06450  
Fax (203) 787-4023 or (203) 865-2272

## 2.2 Opening and Closing of Application Intake (Continued)

### Equal Opportunity Plan adherence:

Fair Housing Office  
Local Department of Health and Human Services  
Local Shelters

The Wait List will remain open for a period long enough to fill the Wait List with applicants that will meet the projected existing supply and new allocations over the next 12 months. The HHA reserves the right to open its' Wait List to specific preference holders or other categories of candidates to ensure that there is an adequate pool of qualified applicants. For instance, the HHA may elect to open the Wait List to working families or to elderly/disabled if it finds that conditions exist where such categories of candidates are needed to fulfill goals of broad ranges of incomes or suitable families to occupy units.

Decisions about closing the Wait List will be based on the number of applications available for a particular size and type of unit, the number of applicants who qualify for a preference, and the ability of the HHA to house an applicant in an appropriate unit within a reasonable period of time. A decision to close the Wait List, restricting intake, or opening the Wait Lists will be publicly announced.

It is the HHA's policy to close or suspend application intake when it determines that the existing pool of applicants equals 20% of the existing housing stock, or the highest Wait List preference category has sufficient applications to fill anticipated vacancies for the coming 12 months. In accordance with 24 CFR Part 1.4 and HUD Handbook 7465.1 Rev-2, Chapter 2 the HHA may elect to:

- Close the Wait List completely
- Close the list during certain times of the year
- Restrict intake by preference, type of project, or by size and type of dwelling unit

During the period when the Wait List is closed, the HHA will not maintain a list of individuals who wish to be notified when the Wait List is reopened.

### **2.3 How Families Apply**

Families that pick-up applications will be encouraged to complete the applications on the premises. The HHA will make space available for applicants to fill out the application. The intake representative will explain admission preferences. An application intake representative for legibility and completeness will review applications that are filled out on the premises. The application intake representative will provide assistance to the applicant to legibly and completely fill out the application. To provide accommodation to a person with disabilities, an application may be filled out by the application intake representative. However, the application must be signed by the applicant or designated representative that furnishes a copy of a valid power of attorney statement. Persons with disabilities who require reasonable accommodations in completing an application may call the Hartford Housing Authority to make special arrangements. A telecommunication device for the Deaf (TDD) is available the telephone number is 1-800-545-1833 extension 242.

If required information to complete the application cannot be provided by the applicant during the application process, the intake representative will define the information requirement and inform the applicant that the “completed and signed” application can be delivered or mailed to the HHA. The applications intake representative will provide written mailing address to all applicants that leave the premises with an application.

Mail or phone requests for applications will be sent to the applicant within two-business day of the request. The mailed application will contain the written notification of the return mailing address for the application and a notice reminding the applicant that the application must be signed. Applicants who mail in incomplete or illegible applications will be contacted by phone or mail and will be required to complete the application on the premise. Exceptions to the mail-in requirement may be granted if the applicant is handicapped or lives outside the county, and there is a reasonable expectation that the applicant will be able to remedy the information requirement.

All pre-applications will be dated and time stamped by the intake specialist and a copy will be provided to the applicant as a receipt of submission. The authority does not acknowledge eligibility, neither proper completion of the pre-application by the family at the time of submission. Providing a copy of the dated and time stamped pre-application merely serves as a receipt of submission. Completed pre-applications will be listed on the Wait List then filed until determination of eligibility. Incomplete applications will remain open for a period of 30 calendar days. After 30 days the open application file will be purged and the applications will be shredded. The applicant will be required to restart the application process.

### **2.3 How Families Apply (Continued)**

Families apply for the low income public housing program by obtaining and completing a standard Low Income Housing Pre-Application Form. The purpose of the application is to facilitate placement on the Wait List and permit the HHA to determine program eligibility. A written application must be completed before placing the applicant on the Wait List. If requested by the applicant, the HHA will provide the applicant assistance in completing the application. Unless the Wait List is closed, the HHA is to give the applicant an opportunity to submit a written application, even if informal discussion suggests that the applicant is not eligible.

The HHA Pre-application is designed to provide sufficient information to make a preliminary determination of the applicant's eligibility, type and size of dwelling requirement, and rent. Therefore, applicants must provide the following information:

- Designation of family head of household
- Names, social security numbers, sex and ages of all family members to be listed on the lease, place and time of birth.
- Proof of eligible immigration status
- Current address and phone number
- Amount and sources of income received by each adult person to be listed on the lease
- Information regarding need for special accommodations
- Information regarding selection preferences
- Race and ethnicity
- Convictions for illegal drug related or violent crime activity during the last three years.
- Prior eviction from public housing programs during the last three years/and or debt owed.
- Previous addresses during the last three years
- Current landlord name and address
- Assets, properties owned if any

All applications must be signed by the applicant (i.e., designated family head of household). The applicant's signature certifies the truthfulness of the information and their understanding that the HHA may deny program admission or participant termination as a result of application fraud resulting from eligibility verification.

Applications are available from the HHA. Families can pick-up applications at the HHA's central office or by contacting the Housing Department during normal business hours and requesting an application to be mailed.

Standard Public Housing Application Form

Hartford Housing Authority 180 Overlook Terrace • Hartford, CT 06106

Vox: (860) 723-8400 TDD (800) 543-1833x242 • Fax (860) 723-8484

Name	Relation to Head	Sex	Soc Sec Number	Date& Place of Birth	U.S. Citizen Y/N RACE	Income Source & amount (TANF,SS,SSI, Wages) etc.
HD						
CO						
3						
4						
5						
6						

If there are more members in your household, check here ( ) and list on back of this form.

Current address: \_\_\_\_\_  
 street number and name apt.# city/state zip code

Your phone: \_\_\_\_\_ Phone of someone who could contact you:

Present Employer \_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone : \_\_\_\_\_ Fax: \_\_\_\_\_ Length of employment at present job? \_\_\_\_\_

Do you own any property? \_\_\_YES\_\_\_NO. List family Assets (such as Savings, Checking, Stocks, Bonds, and Certificates Deposit) \_\_\_\_\_.

Check any of the following if applicable. A response of "YES" to any of the following statements does not automatically determine family ineligible.

- Do you live in Hartford and work in Hartford?
- Do you live in Hartford and work outside of Hartford?
- Do you live in Hartford?
- Do you work in Hartford or have a verifiable offer to do so?
- Have you been advised by the court or public agency that, if you find adequate housing, you may be reunited with your children?
- Have you graduated from a job readiness program within the past 18 months?
- Have you lived in public or assisted housing during the last 3 years?
- Have you or any member of your family that will be residing with you been evicted from public or assisted housing? State reason, date, & name of authority \_\_\_\_\_
- Have you or any member of your family been convicted of a drug or alcohol related crime? \_\_\_\_\_yes\_\_\_\_\_no

Are you or any of your relatives employed by the HHA? Name \_\_\_\_\_

Prior Landlord Information: (3 references use reverse side of this form)

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Address:

- Incomplete applications will be shredded after 30 calendar days.
- Eligibility is contingent upon results from criminal records check.
- Eligibility is contingent upon a credit check to help determine your ability to pay the rent and utilities.
- You will undergo a screening process, which includes an interview by panel.
- You may receive a home visit as part of the screening process.

KNOWING THE PENALTY OF LAW FOR MAKING FALSE STATEMENTS UNDER THE U.S. CRIMINAL CODE, I HEREBY CERTIFY THE ABOVE AS A TRUE AND FULL STAEMENT. I/WE ALSO GRANT THE HOUSING AUTHORITY OF THE CITY OF HARTFORD PERMISSION TO ATTAIN A COPY OF MY/OUR CRIMINAL/CREDIT HISTORY REPORT (S).

Signature (s): \_\_\_\_\_ Date \_\_\_\_\_

Signature (s): \_\_\_\_\_ Date \_\_\_\_\_

Receipt of pre-application does not constitute proper completion of pre-application or a determination of eligible for State or Federal HousingProgram.

## **2.5 Steps Processing of Pre-Application.**

- Determination made based on criteria established in Section 3.1-3.10, 4.0-4.1, 5.0-5.2
- Receipt Eligible / Ineligible Notification Letter is sent to family.
- If applicant receives Ineligible Receipt Letter Informal Review Hearing may be requested (see Section 17.0-20.0)
- If applicant is determined Eligible they will be placed on Wait List, See Sections 3.0 – 3.04.0 – 4.1, and 5.0 – 5.2 for criteria utilized to establish placement on list.

## **2.6 Required Postings**

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

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the Wait List (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Hartford Housing Authority Notices

### 3.0 Eligibility Criteria for Admissions

This section presents the rules for admission and denial in the low income public housing program which are primarily subject to the rules issued by HUD in 24 CFR 960: Admissions and Occupancy, 24 CFR 966: Lease and Grievance Procedures. It is the policy of the HHA to ensure that participant eligibility is determined in accordance with HUD rules and procedures and consistent application of such rules. Initial eligibility will be determined based on information collected on the standard low-income application form. All applicants will receive written notification of initial eligibility determination based on the information supplied by the applicant.

To meet the initial eligibility requirements to be placed on the Wait List for the low-income public housing program, applicants must provide documentation that supports the following initial eligibility criteria:

- Meets the HUD definition of a “family” and be extremely low, very-low or low income for the jurisdiction.
- Possess a social security number or provide certification that a SSN has not been assigned and furnishes proof of citizenship/legal immigration status.
- Has not been evicted from a housing program for fraud, is not indebted to the HHA or any other Federal Housing Agency for prior program participation, has no history of illegal drug use or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.
- Applicant is ninety 90 days delinquent in paying a debt owed or loans guaranteed by the Federal Government.
- Denied for Life: Any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.
- Denied for Life: Any individual who has a lifetime registration under a State sex offender registration program.

Initial eligibility is determined based on the information supplied by the applicant during the application process. The application will be reviewed for completeness and the data contained in the application will be reviewed for initial eligibility (i.e., responses on the application are compatible with the definitions of the criteria used to determine initial program eligibility). Key information supplied by the applicant (i.e., identification of the head of household, citizenship or legal immigration status, and social security identification) will be reviewed for validity. Screening the HHA’s tenant history records for eviction and/or program abuse must be completed before notification of initial eligibility and placement on the Wait List.

### **3.0 Eligibility Criteria for Admissions (Continued)**

The HHA emphasizes the fact that initial application review is made only to place an applicant on the Wait List. Final determination for eligibility is made after verification of the information provided on the application is updated to reflect the current status of the applicant. The final determination that is required, prior to program admission, must be conducted within a period of 60 days before admission to the program.

To complete the requirements for eligibility, applicants must meet each of the criteria that follows:

- Meets the HUD definition of a “family” as defined in this section.
- Has an Annual Income at the time of admission that does not exceed the income limits for occupancy established by the Department of Housing and Urban Development for the City of Hartford.
- Heads a household in which all members of the household who receive assistance are either citizens or eligible immigrants (24 CFR 200, Part 5).
- Provides a Social Security number for all family members, including all children, or can document and certify that they do not have Social Security numbers (24 CFR Part 5).
- Has not been evicted from Public Housing, Indian Housing, Section 23, or any Section 8 program because of drug related criminal activity within the past 3 years.
- Has not committed fraud in connection with any Federally Assisted Program.
- Provides the appropriate documentation and acknowledgments required for application eligibility determination.

### 3.1 Definition of A Family

HUD broadly defines the term “Family”. The following describes what constitutes a family (58 FR 39658). Virtually any person(s) can be considered a family. Note: the definition of a family does not include nonimmigrant student aliens.

While the Hartford Housing Authority follows HUD’s definition of a family, it stipulates that for the purposes of its program a family must have a designated head of household. The HHA defines a head of household as an adult member of the family emancipated minor or other person who has the legal capacity to enter into the housing lease, and is wholly or partially responsible for paying the rent.

#### A. Family status.

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

### 3.1 Definition of A Family (Continued)

3. A **near-elderly family**, which is:
  - a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

4. A **disabled family**, which is:
  - a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining member of a tenant family**.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Hartford Housing Authority.

### **3.2 Family Composition Determination**

The HHA's determination of family composition (i.e., size), is the primary factor in assigning suitable living accommodation for the applicant. The intake specialist should assure that all family member information contained on the application is complete and legible. In the determination of family composition, the HHA will include the following special types of family members:

- A child who is temporarily away from the home because of placement in foster care so long as the absence is temporary in nature (i.e., return date specific).
- A live-in aid if the applicant is elderly, near elderly (i.e., 50-61) or disabled.

The applicant will not have to evidence the family composition at the time of application. However, the applicant must be told that final determination of family composition will be subject to eligibility verification and special documentation is required for validating temporary absences for family members and for approving live-in aids. Required documentation for family composition determination is contained in Section 7: Verifications for Admissions & Method.

### 3.3 Income Determination

Income eligibility for public housing will be based on the following, items discussed in this section. Applicants must be eligible under the income criteria established by HUD.

For purposes of applying the following criteria on families in residence, the Hartford Housing Authority defines continuously assisted as a family that (1) is already receiving housing assistance under a 1937 Housing Act program or (2) has received housing assistance under any State or Federal program within 30 calendar days prior to selection for admissions into the low income housing program).

HHA determines income eligibility by comparing the family's annual income (gross income) with the HUD established income limits. The appropriate income limit for assistance is the highest income limit, based on family size determination, for areas in the HHA's jurisdiction.

Family income will not be verified at the time of initial application since income eligibility to the program must be determined based on the families' income within 60 days of program admission.

#### 1. Income eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant based Section 8) or from a public housing program operated by another public housing authority **without** meeting the income requirements of the Hartford Housing Authority.
5. If the Hartford Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.

### **3.3 Income Determination (Continued)**

6. Income limit restrictions do not apply to families transferring within our Public Housing Program.
7. In an effort to reach its income mixing goals as declared in HHA The Authority may skip families who have extremely low or very low incomes to place families who have low incomes in developments ahead of poorer families.

If there are no eligible families on the Wait List and the Hartford Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed.

### **3.4 Proof of Citizenship or Legal Immigration Status /Reporting**

On March 20, 1995, HUD issued its final rule implementing Section 214 of the Housing and Community Development Act of 1980, as amended. The minimum requirement for public housing eligibility is that at least one member of the family is a citizen or an eligible alien. It is incumbent on the family to provide proof of eligibility and on the HHA to validate citizenship or proof of legal immigration status. Standards for proof of citizenship and legal immigration status are provided in Section 214 of the Act. The primary method for determining legal immigration status is through contact with the Office of Immigration and Naturalization.

HHA will require both current residents and applicants to establish citizenship or eligible immigration status documentation for every household member to receive or continue to receive housing assistance. Citizenship or eligible immigration documentation will be required at time of application, during recertification of existing tenants and when a family adds a member to its household, if in residence prior to the final rule.

For families that include eligible and ineligible members, the family composition will be determined in accordance with the definition of a family and the subsidy will be prorated to reflect assistance for only eligible members.

Standards and procedures for determining eligibility are contained in Section 214 of the Housing and Community Development Act of 1980. Certification of family member citizenship is required to be made by the head of household under penalty of perjury and denial of admittance for assistance.

#### **Certification of citizenship/legal resident will take the following form:**

- For families claiming U.S. Citizenship, each applicant will sign a Declaration of Citizenship Form, which will become part of the permanent file. Adults will be required to sign on behalf of children under the age of 18 years.
- Non-citizens declaring eligible immigration status must sign a declaration of eligible immigration status provide the required U.S. Immigration and Naturalization Service documents, and signs a verification consent form.

The HHA has the right to deny or terminate housing assistance if members of any household are found to be non-citizens or illegal residents. However, this determination will not take place until all appeal rights (e.g., informal hearing) are requested and exercised by the household. Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and the HHA procedures (24 CFR, Part 5). The HHA may grant time extensions to provide appropriate information, if the household demonstrates diligent effort in obtaining immigration status documents.

### **3.4 Proof of Citizenship or Legal Immigration Status/Reporting**

#### Resident Aliens of the Freely Associated States

Public Notice 2001-27 issued August 3, 2001 and expiring August 31, 2002 provides guidance on Public Law 106-504, enacted November 13, 2000, regarding the eligibility of the citizens of the Republic of the Marshall Islands, Republic of Palau, and the Federated States of Micronesia (collectively referred to as the “Freely Associated States” or “FAS” for federally assisted housing.

Section 3(b) of Public Law 106-504, enacted November 13, 2000, amends Section 214 (a) of the Housing and Community Development Act of 1980 (USC 1436A (a)) to provide that an alien who is a lawful resident in the United States and its territories a lawful resident in the United States and its territories and its possessions under section 141 of the Compacts of Free Association between the government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia and Palau (collectively referred to as “the freely Associated States”(FAS) is eligible for financial assistance while the applicable section is in effect. For purposes of this provision, the term financial means financial Assistance made available pursuant to the United States Housing Act of 1937, Section 235, or 236 of the National Housing Act, the Direct Loan Program under Section 502 of the Housing Act of Title III of the Cranston-Gonzales National Affordable Housing Act or Section 101 of the Housing and Urban Development Act of 1965. Therefore

- PHAs must consider FAS citizens (e.g., those who reside in the U.S. and its territories pursuant to section 141 of the Compact) as eligible applicants for federal housing Assistance.
- PHAs must notify in writing all affected families of the eligibility changes made by the November 13<sup>th</sup> law that FAS citizens whose residence in the United States is permitted under section 141 of the Compact are now eligible to receive housing assistance. Families in occupancy affected by the eligibility change include mixed families (as defined at 24 CFR 5.504) who are receiving prorated assistance because one or more members is a FAS citizen. Such families should no longer be considered a mixed family for assistance purposes, but now must be treated as an eligible family, if the family’s eligibility, pursuant to section 141 of the Compact, is verified.
- PHAs must conduct a review of families who since November 13, 2000 were determined to be ineligible for housing assistance because of citizenship status, and families who have moved out after November 13, 2000, because of citizenship status.

### **3.4 Proof of Citizenship or Legal Immigration Status/Reporting**

- PHAs must conduct an interim re-examination as a result of the new provisions and make necessary rent adjustments, in accordance with 24 CFR 960.257 for families in public housing, 24 CFR 982.516 (participants in the tenant-based and project-based housing choice voucher program) and 24 CFR 882.515 (for participants in the Section 8 moderate rehabilitation program). So that affected families are not unnecessarily further burdened by pro-ration of rent

#### **Reporting of unauthorized Resident Aliens**

Section 404 of the Welfare Reform Act, Public Law 104-193, as amended, requires Public Housing Agencies to notify the Immigration and Naturalization Service (INS) on a quarterly basis of any alien the entity “knows” is not lawfully in the United States. Under this notice an entity is not required to submit quarterly reports to the Service unless it has knowledge of an individual who is not lawfully present in the United States.

### **3.5 Social Security Number**

The HHA is to obtain evidence of the social security number of all program applicants and adult members of the family as part of the initial review. All children will be required to submit social security identification for verification, if social security identification has been issued. Social security verification is required for all persons who join the family subsequent to admission.

A driver's license, identification card issued by a Federal, State or local agency, documents issued by an employer, or Federal, State or local agencies containing the legal name and social security number of the applicant is acceptable proof.

Validation of family members social security identification is required as part of final validation. Program eligibility cannot be determined without social security validation of all members, over six years on the application.

### **3.6 Signing Consent Forms:**

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Hartford Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Hartford Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

### **3.7 Grounds For Denial**

It is the policy of the authority to deny admissions to any applicant who has committed fraud or has outstanding debt within an existing public housing program. Payment of funds owed to the authority is part of eligibility verification. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. The HHA will consider a repayment option of any past balances owed by the applicant for any program that it operates, or proof from any other federally subsidized housing that the debt has been satisfied. The HHA expects these balances to be paid in full (either a lump sum or over time) before initiating the admissions process. The HHA will not admit families who owe back balances; neither activate them on the wait list.

The HHA will complete a criminal background check on all applicants including other adult members in the household or any member for which criminal records are available (24 CFR 960.205 (b)(3)). It is the policy of the HHA that persons evicted from any public or assisted housing program for drug related criminal activity are ineligible for admission for a three-year period from the date of the criminal activity. The HHA may waive this criteria if the person demonstrates successful completion of a rehabilitation program approved by the HHA; or the circumstances leading to the eviction no longer exist (e.g., the individual involved with drugs is no longer in the household because the person is incarcerated).

The HHA will implement this policy by requiring that each applicant acknowledge on the application form the eviction of any family member listed in the application due to drug related criminal activity from any public or assisted housing program within the past three years from the date of the application. Furthermore, the HHA will maintain a database containing the name, social security number and reference to file containing a record of the eviction circumstances of all evicted applicants. All applicants, and listed family members, will be validated against the eviction file for initial eligibility purposes. The HHA will notify the applicant family of an admissions denial for eviction due to drug related criminal activity in a standard denial letter. The applicant may challenge the accuracy of the admission denial or identify the “good cause” for program admissions based on the waiver issuance as provided in the above policy statement. However, no waiver will be granted if the applicant’s acknowledgment was falsified.

### 3.7 Grounds For Denial (Continued)

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

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

### 3.7 Grounds For Denial (Continued)

- L. Are illegally using a controlled substance or are **abusing alcohol** in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Hartford Housing Authority may waive this requirement if the person:
  - 1. Demonstrates to the Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  - 2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  - 3. Has otherwise been rehabilitated successfully; or
  - 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Housing Authority staff or residents;
- N. Have a household member who has been evicted from public housing **within the last three years;**
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. Applicant is ninety 90 days delinquent in paying a debt owed or loans guaranteed by the Federal Government.
- S. Previous violation of "**One Strike Policy**" resulting in eviction for illegal drug related and Criminal activity that threatened the well being of the public housing community.

### **3.8 Special Eligibility Provisions for Live-In Aids**

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

HHA policy on Live-in Aides stipulates that:

- Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the unit and comply with the lease terms as the result of such care:
- Move-in of a Live-in Aide must not result in overcrowding of the existing unit except in extraordinary and temporary circumstances although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit:
- Live-in Aides have no right to the unit as a remaining member of a resident family:
- Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aide but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.
- A live-in aide can be a single person. A live-in aide with a family may be also be considered for admission to the unit provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing unit. The adult members of the live-in aides' family must meet HHA's screening criteria.
- A Live-in Aide will be required to meet HHA's screening requirements with respect to past behavior, especially:
  - A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors; and
  - Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development.

### **3.9 Initial Eligibility Notification**

The HHA will notify the applicant in writing upon completion of initial eligibility determination based on a review of the information contained on the pre-application. Accepted pre-applications will be placed on the Wait List and ranked in accordance with the HHA's preference policy. The initial notice will indicate the Wait List for the programs for which they have indicated an interest. The initial notice will also contain specific applicant instructions for submitting changes to the application. The instructions incorporated in the initial receipt letter will state that the applicant must submit all changes to the pre-application in writing via mail or hand deliver to the authority. All correspondence requesting changes be made to the pre-application must include the social security number as it is the application number. Changes that must be submitted that will impact the status of the pre-application are family composition, address, and source of income. With regard to family composition change, adding and deleting of family members will affect the bedroom list the family is placed on. Each wait list depending on bedroom need and availability will impact the time period the family will be required to wait prior to placement. Failure to submit change of address will result in the withdrawal of the Pre-Application, since correspondence mailed to the applicant will be returned to the authority. Information change regarding Source of income may entitle the applicant to a Local Preference of working that could result in expediting the placement of the family. The receipt letter also states that the HHA will contact the family for final eligibility determination and verification prior to admittance into the low-income program without any effort on behalf of the family.

Final eligibility will be determined based on verification of the information provided by the applicant to reflect the current status of the applicant. Final eligibility is dependent on meeting the criteria identified in this section. Note: if applied for final eligibility verification process will include validating the applicant's preference status.

If an applicant is denied either initial or final eligibility, the HHA will notify the applicant in writing within 5 calendar days of determination. The notice will state the reason(s) for program denial. All program denial letters will include information on applicant's rights to an informal review and state how to arrange for such a review.

If the authority denies placement on the wait list to an applicant based on a criminal record, the authority will provide the means by which the applicant may retrieve the information from the entity contracted by the authority to retrieve criminal records. The authority must give the opportunity to the applicant to dispute the accuracy and relevance of the record, in the informal review process in accordance with 982.554.

### **3.10 Exemption From Eligibility Requirements For Police Officers**

In accordance with 24 CFR 960.501, the HHA reserves the right to permit the admission to public housing police officers and other security personnel, who are not otherwise eligible for such housing under any other admission requirement or procedure, in accordance with the plan submitted by the HHA and approved by HUD. The HHA may elect to exercise its right in accordance with the following conditions:

- The Officer would not be eligible under any other admissions requirement or procedure.
- The exemption is given under a properly submitted plan that satisfies the requirements set out in 24 CFR 960. 507.
- The HHA has received written approval from HUD.

#### **4.0 Preferences**

As with other HUD housing programs, the low-income public housing program laws establishes the requirements for statutory eligibility. However, the law does not assure assistance for every eligible family. Unlike entitlement programs, in which assistance is provided to any eligible person, the availability of low-income public housing is constrained by the amount of development funding appropriated by Congress and by the number of units under contract by the HHA. Many families may apply, but the HHA can only assist the number of families that can be housed through its existing housing stock.

It is with this basic concept in mind that program eligibility boundaries are set by HUD to create a pool of eligible families. Within that general pool eligibility is further refined by criteria established by HUD and/or as a result of local the HHA policy. Once applicants are accepted, they are placed on a list to await verification based on order of preference.

It is the primary responsibility of the Admissions and Occupancy Department to ensure that eligible applicants are listed on the Wait List first, in an order consistent with the preference assigned to that family and second, in an order based on the application date and time stamp. By maintaining an accurately sequenced Wait List the Housing Department ensures that program admissions are assigned in a legal, consistent and non-discriminatory manner.

Preferences are used to establish the order of placement on the Wait List for final eligibility verification and selection. Preference assignment does not guarantee program admission. Additional factors come into play as part of the family selection that includes unit suitability, and passing the HHA's screening criteria before being offered a unit. Families who refuse an offer of housing will not be permitted to apply for the same preference for a period of twelve months, as of the date of the last refusal.

## 4.1 Types of Preferences

Applications that are accepted are assigned a sequence for selection on the Wait List based on Statutory and Local Preferences. A general discussion of each preference category is presented in the following paragraphs.

There is a statutory requirement that a minimum of 40% of the families admitted to Public Housing annually, have incomes at or below 30% of the Median area Income: or extremely low income families. Very low-income families are given preference over low-income families to occupy units available for occupancy before 10/1/81. HUD may provide a waiver to allow up to 10% fungibility between the Public Housing and Section 8 Wait Lists in order to satisfy this requirement of 40% / 60% of such units to be occupied by lower income families.

The Housing Authority of the City of Hartford has adopted the following Local Preferences

- 1) Residency ([Homeownership](#))
- 2) Working Family ([Homeownership](#))
- 3) Elderly/ Disabled Family

The following outlines the criteria for each Local Preference enumerated above:

### **Residency Preference**

Residency Preference will be given to families [considered for Homeownership](#) who:

- A. Live in Hartford and work in Hartford
- B. Live in Hartford and work outside of Hartford
- C. Work in Hartford
- D. Live in Hartford

HUD is very specific on the terms and conditions of the Residency Preference. The definition of residency includes families with a member who works or has been hired to work (but may not live) in the specified area. Authorities may not adopt a residency preference for an area smaller than a county or municipality. A residency preference may not be based on how long the applicant has resided or worked in the designated area. A residency preference may be used as a local preference.

The establishment and/or change to a local and residency preferences must be approved by the HHA Board. Residency preferences must be submitted to HUD for approval prior to implementation

## 4.1 Types of Preferences (Continued)

### **Working Family Preference (Homeownership Only)**

Families, including elderly disabled families whose head of household or spouse meets the Employment criteria as outlined in the following section will be assigned to the top of the Wait List ahead of families who do not work.

### **Elderly or Disabled Family**

Hartford Housing Authority will admit elderly, disabled families on a preferred basis over single families who are not elderly or disabled. Elderly families or disabled families with additional preferences will be admitted before non-elderly and non-disabled families that do qualify for additional preferences. Elderly or disabled families may also claim the *Working Family Preference*.

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 Wait List, units will be offered to families who qualify for the appropriate bedroom size using these priorities. Preference Holders will have equal weight, the controlling factor that determines sequence will be date and time of application. Evidence of employment will be required upon applicant reaching the top of the waiting list. All such families will be selected from the Wait List using the preferences as outlined above.

### **Employment (Homeownership Only)**

- (1) While the family is on the Wait List, employment by a previously unemployed head of household or spouse. The employer must provide a minimum of 35 hours of work per week for the family member claiming the preference.
- (2) Employment at the time of the offer. To receive the working family preference, the applicant family head of household or spouse must have been employed for a minimum of 35 hours per week for the 90-day period prior to the offer of housing.
- (3) Employment periods may be interrupted, but to claim the preference a family must have had the eligible member employed at the time of offer of housing as described above.
- (4) The eligible family member that leaves a job after receiving benefit of the preference will be asked to document the reasons for the termination. Someone who quits work (as opposed to layoff, or leaving one job to take a new one) will have his/her Preference terminated.

#### 4.1 Types of Preferences (Continued)

(5) The amount earned shall not be a factor in granting this local preference. This local preference will be granted to a family if head of household, spouse, or sole member is 62 or older, or is receiving social security disability, SSI disability benefits, or any other payments based on the individual's inability to work.

Preference families must meet all other eligibility criteria.

The preference system described herein will work in combination with requirements that match the characteristics of the family to the type of unit available, including units with targeted populations. When such matching is required or permitted by current law, HHA will give preference to families in accordance with the policies as listed. The ability to provide preferences for some family types will depend on unit type availability.

When selecting a family for a unit with accessible features, HHA will give a preference to families that include persons with disabilities who can benefit from the unit's features. If no family requiring the accessibility features of the unit can be found, the authority will house a family not needing the unit features subject to the procedures described in the Tenant Selection and Assignment Plan requiring the accessibility features of the unit later in this policy. Under this policy, a non-disabled family in an accessible unit can be required to move so that a family needing the unit with the features can receive full benefit.

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at 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.

## **5.0 Unit Size And Occupancy Standards**

HUD determined that the HHA is responsible for assigning the appropriate number of bedrooms (i.e., family unit size) to families of different sizes and compositions. The size of a family refers to the number of family members. The composition of the family deals with the characteristics of the family members. The combination of the size and characteristics determines the appropriate number of bedrooms or family unit size, and the appropriate type of dwelling.

The Authority establishes the appropriate number of bedrooms (i.e., family unit size) for each family individually, based on the family size and composition. The family unit size must provide for the smallest number of bedrooms needed to house a family without overcrowding. Housing quality standards suggest that overcrowding exist when there is not at least one bedroom or living/sleeping room for each two persons.

This section explains the unit size, unit type, assignment process and what to do when the family size changes.

### **5.1 Determining the Family Unit Size**

The following general principles will be used to determine the proper family unit size based on the number of family members:

- Family members are assigned to bedrooms on the basis of two persons of the same sex per bedroom.
- Adults who have a spousal relationship shall occupy the same bedroom, unless medical documentation is submitted and acceptable to the HHA.
- Only one person may be assigned to each living room/bedroom combination.
- A live in aide will get a separate bedroom.

### 5.1 Determining the Family Unit Size (Continued)

The following principles are used to determine the family unit size based on the characteristics of the family members:

- The head-of-household and co-tenant (including a live-in aid) may be assigned a separate bedroom.
- A family member with a documented medical need can be assigned a separate room. Medical documentation must be acceptable to HHA.
- A child under two (2) years of age may share a bedroom with a single parent.
- Two children of different sex under the age of 3 years may to share a bedroom.
- A child who is temporarily away from home because of placement in a foster home is considered a member of the family.
- Children away at school will be considered a member of the family.
- Single Pregnant Individual/or couple expecting a child may be considered for a larger apartment with physician’s documentation of pregnancy.
- Children who are in the process of being adopted /or whose custody is being obtained will be counted for purposes of determining bedroom size. Documentation of actual placement will be required prior to admission.

The assignment of family to the unit size will meet the following parameters:

<b>Range of Family Members</b>	<b>Unit Size</b>
1	Zero Bedroom
1-2	One Bedroom
2-4	Two Bedroom
3-6	Three Bedroom
4-8	Four Bedroom
8-10	Five Bedroom
10-12	Six Bedroom

## 5.2 Exceptions to Normal Unit Size Assignment

The standard unit size assignment may be altered as a result of changes in family size or composition. Exceptions may be granted for circumstances that are not covered under the Authority's published standard. Changes based on exceptions to the standard must be documented and approved by the Director of Occupancy or Deputy Director.

1. A family at their discretion may request a smaller unit other than specified in the guidelines. The HHA will allow the smaller unit as long as generally no more than two (2) people per bedroom are assigned. The family will sign a waiver stating that they understand they will be ineligible to be placed on a transfer list for a larger unit for a period of two years from the initial date of occupancy unless deemed necessary due to the birth of a child. Please note the two-year wait period for transfers is applied to all families as of initial date of application.
2. A family may request a larger unit size than the guidelines allow, if a documented medical condition exist. The Hartford Housing Authority requires medical documentation be provided by their attending physician. Documentation must be acceptable to the authority.

### Single Pregnant Individuals

A pregnant individual with no other children who is pregnant at the time of application, and an individual or couple who is in the process of securing legal custody of a child under the age of 17, will be housed in a two bedroom unit. If the pregnancy does not result in a birth applicant/tenant will no longer qualify for the extra bedroom and may be moved at the family's expense, depending upon the demand for the unit. Adoptees' must be placed with families prior to the actual housing into the requested accommodation.

## **6.0 Administering The Wait List**

The HHA maintains one Wait List for admissions to its low income public housing program (i.e., single, jurisdiction-wide Wait List).

Except under special circumstances, that are specified in this section, admissions to the low-income public housing program are made from the Wait List in accordance with the following policy:

Each applicant is assigned a ranking on a single jurisdiction-wide Wait List in sequence based upon date and time the application is received, type and size of unit needed and selected by the family and factors affecting statutory priorities and approved local preferences that are consistent with the objectives of Titles VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and the HUD regulations and requirements pursuant thereto (24 CFR 1.4(b) (2) (ii) and 100).

Exceptions to single citywide Wait Lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity. Court ordered new admissions will be made in accordance with the Court Order or Consent Decree.

## **6.1 Wait List Maintenance**

The HHA must maintain a Wait List that contains the following information for each applicant:

- Applicant name
- Family unit size and bedroom requirement.
- Date and time of application
- Local Preference as described in 4.0 & 4.1.
- Racial designation of the head of household.

The Wait List contains the applicants that have fully completed the pre-application and appear to be initially eligible for program participation based on the information provided by the applicant. Applicants initially placed on the Wait List will be removed from the list for the following reasons:

- The applicant does not respond to the requested information or cannot provide the information necessary for the authority to verify the applicants' status for program selection within a 30 day period, provided that the applicant's failure to respond is not caused by the applicants' disability.
- The applicant is no longer eligible for the low income public housing program
- The HHA determines that fraud has been committed in completing the application.
- The applicant has refused 2 offers of suitable housing units.
- The applicant has been admitted into the low-income public housing program.
- The applicant has requested to be removed from the Wait List.

The HHA may not take any of the following actions solely because an applicant has applied for, received, or if refused other housing assistance:

- Refuse to list the applicant on the HHA's Wait List for the remaining type of housing assistance.

## **6.1 Waiting List Maintenance (Continued)**

- Deny admission preference for which the applicant is otherwise qualified. If the preference is not claimed more than once in a 12 month period.
- Remove the applicant from other Housing Programs. For example Moderate Housing Wait List, Section 8 Wait List.

Its opening and closing manages the size of the Wait List in addition to purging the list on an annual basis. As each applicant moves within 60 days of anticipated placement, the application will be reviewed, verified and processed in accordance with the HHA's procedures for administering the Wait List. During the ongoing verification process the HHA will update the Wait List by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail. At the time of initial intake, the HHA will advise families of their responsibility to notify the HHA when their circumstances, mailing address or phone number has changed.

If additional information is required for verification purposes, a request will be mailed to the applicant. If an applicant fails to respond, or, if the mailing is returned the applicant will be removed from the Wait List. Returned mail will be maintained in file.

Applicants that are determined eligible through the HHA verification will be approved for selection and occupancy screening. Families that do not meet the requirements will be removed from the Wait List. Notification will be sent to applicants that pass or fail the verification process. Applicants who dispute the verification results will be advised to follow the process for resolving program disputes through an informal review.

## **6.2 Purging the Waiting List**

The 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 authority has current information, i.e. applicant's address, family composition, income, and preferences.

## **6.3 Deconcentration Policy**

It is Hartford Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the Wait List to reach families that meet these criteria of a lower or higher income. We will accomplish this in a uniform and non-discriminatory manner.

### **6.3 Deconcentration Policy (Continued)**

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

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the Wait List. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives for implementation. The worksheet for the analysis can be found in **Appendix 1**.

### **6.4 Deconcentration Initiatives**

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

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and non-discriminatory manner.

## **7.0 Verification for Admissions**

All families who are admitted to the HHA's low-income public housing program must have been determined to be eligible in accordance with program requirements. To be placed on the Wait List families must have properly completed a written pre-application and met all required initial eligibility requirements, including having provided evidence of head of household, legal identity, social security number, citizenship or legal alien status, birth and marital status.

Before admittance into the program, the current status of the applicant must be updated and the application requirements verified. No applicant will receive final eligibility approval without a thorough investigation of income, family composition and all other factors pertaining to the applicant's eligibility, rent, unit size and type preference, etc. Complete and accurate verification documentation will be maintained for each applicant and resident.

Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, etc. will result in the family being declared ineligible. In the event misrepresentation is discovered after admission, the family will be terminated from the program.

The updating and verification process for eligibility and preference determination begins within a period of 60 days prior to the expected admittance into the program. The verification process is initiated with a contact letter sent to the applicant to update the application, to reflect changes and provide specific documentation necessary for verification. The applicant must telephone the HHA to schedule an appointment to provide the requested documentation within five business days. Failure to provide the necessary documents within the time frame delineated will result in the withdrawal of the applicant from the wait list.

Applicants reporting zero income will be asked to complete a family expense form. This form will be the first form completed in the interview process. The form will require that applicants estimate how much they spend on food, beverages, transportation, health care, childcare, debts, household items, etc. The applicants must provide documentation of the status of any application or benefits through TANF or other similar program. (If a "zero income" family is admitted, quarterly redeterminations of income will be performed. See Section 13.6.)

HHA will notify the applicant via telephone or by mail if deemed necessary upon completion of final eligibility determination and of eligible status. Applicants will be placed on the Wait List and ranked in accordance with verified preference status, if claimed.

## **7.0 Verification for Admissions (Continued)**

Final eligibility will be determined based on verification of the information provided by the applicant as updated to reflect the current status of the applicant. Final eligibility is dependent on satisfying the criteria identified in this section. HHA will obtain written third party verification to substantiate applicant or resident claims. HHA may also use phone verifications with the results recorded in the file and followed up with written verification. Information via telephone must be dated and signed by HHA Staff, and, if no other form of verification is available, the applicant at last resort may provide a sworn affidavit confirming his/her particular situation. Applicants must sign releases and otherwise cooperate fully in obtaining or providing the necessary verifications.

A statement made by an applicant is considered by the authority to be verified when the available evidence indicates that it is more likely to be true than not. The authority requires verification of information when specifically required by federal or state law or regulation or when the authority considers it necessary to corroborate an applicant's statements pertaining to an essential factor of eligibility. However, the Authority does not require applicants to provide documentary evidence to verify the nonexistence of any factor, including lack of income, lack of bank accounts or other assets.

Affidavits will be accepted for review by the Authority, in addition to any documentary evidence or verification, when documentary proof is required but the applicant cannot provide it after good faith efforts or when submitted as proof of nonexistence of an eligibility factor. When an Affidavit is reviewed by the Authority, it will be evaluated along with all other evidence relative to the applicant's eligibility factor. The Authority uses all available evidence, including the Affidavit, to determine whether it is more likely than not that the applicant's eligibility has been established.

The penalty for failure to provide required verification depends upon the nature of the factor or circumstance for which verification is required. If the eligibility of the applicant depends directly upon a factor or circumstance for which verification is required, failure to provide verification results in denial to the applicant. Factors on which the applicant's eligibility depends directly include, but are not limited to, income amounts and asset amounts.

Applicants that request a preference at the time of initial application must be able to verify their preference status as part of the final eligibility review. Applicants that cannot verify current preference status will lose their preference qualification and their standing on the Wait List.

Families that lose their original preference, but still qualify for another preference, will be placed on the Wait List in accordance with their current preference status. Families that do not qualify for any preference will be moved into a non-preference category, on the Wait List based on date and time of application. A Family with a preference that refuses an offer of a unit may not apply for the same preference for a period of twelve months.

## **7.0 Verification for Admissions (Continued)**

In all the following six categories information must be verified to determine program eligibility. The authority will verify the application in following sequence:

- Verification of the family size and composition.
- Verification of applicant income as qualified for extremely low, very low or low-income admittance.
- Verification of preference status.
- Verification that family members are not using illegally controlled substances, and that a members' pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety or rights of other family members, or has been evicted from a public or assisted housing program for such activities.
- Verification that no family member has financial indebtedness to any federally assisted housing program.
- Verification of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

If an applicant is denied final eligibility, HHA will notify the applicant in writing within 5 calendar days of determination. The notice will state the reason(s) for program denial. All program denial letters will include information on applicants' rights to an informal review and state how to arrange for such a review.

If the authority denies placement on the wait list to an applicant based on a criminal record, the authority will provide the means by which the applicant may retrieve the information from the entity contracted by the authority to retrieve criminal records. The authority must give the opportunity to the applicant to dispute the accuracy and relevance of the record, in the informal review process in accordance with 982.554.

## 7.1 Eligibility Documentation Requirements

The authority will utilize the following methods of verification:

- The authority will verify earned income electronically via the State Department of Labor. Receipt of Social Security Benefits and SSI will also be verified electronically through the Social Security Administration. **Futhermore be advised effective September 17, 2004 as per PIH Notice 2004-17 (HA) PHA's are required to verify Social Security & Supplemental Income Benefits. The Social Security Administration will no longer provide verification of benefits for applicants nor public housing residents. PHA's will be required to obtain verification of Social Security Benefits via the HUD's Tenant Assessment Subsystem (TASS). All PHA's are required to utilize the TASS or UIV to verify SS/SSI benefits for all current participants.**
- Written correspondence via the mail or fax are accepted forms of verification
- The authority will accept telephone confirmation. The results will be recorded in the file and must be followed up by written documentation from the entity confirming the data. Information received via telephone must be dated and signed by the authority staff in receipt of the information.
- Documentation presented by the applicant / tenant will be accepted in the event that the third party and oral verifications were attempted and unsuccessful.
- Verbal verification will be utilized only after requested written verification efforts have been exhausted and unsuccessful. The entity being asked to provide the documentation will be given a two-week timeframe in which to respond to the request. Prior to accepting the oral verification the authority will first determine the status of the written request and ask that the representative agency fax written verification in addition to an oral confirmation verifying the amount of income rather than providing the stated amount for confirmation.
- The authority will accept a certification or self-declaration (affidavit) from the applicant/tenant family members as verification.
- Existing documents is the least preferred method for family verification. Prior to relying on this method of verification the authority employee must ensure documentation is recorded in the file that supports failed attempts of obtaining written and oral verification.

The table on the following pages identify each category of eligibility, the verification requirement and verification documentation. The last column in the table identifies with a check mark “ ” what information must be verified at the time of application.

**7.1 Eligibility Documentation Requirements & Method (Continued)**

**Information Regarding Eligibility and Verification**

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
Family Size and Composition			
Legal Identity	Proof of all family members	Current Drivers License, Birth or Baptismal certificate, U.S. Passport Child: Birth or Baptismal Certificate Adoption papers, HHS ID, etc.	<input type="checkbox"/>
Citizenship/Eligible Immigrations Status	Proof of all family members. Ineligible members must be identified and subsidy must be prorated for Ineligible members.	Certificate, Citizenship Certificate, U.S. Passport or declaration of citizenship Eligible Immigrant: Immigration or Naturalization Service (INS SAVE phone system validation), or official INS document (e.g., Resident Alien Card or Registration card, temporary resident card,). Individuals 62 years or older are exempt but must provide proof of age.	<input type="checkbox"/>
Social Security Numbers	Numbers for all adults and If available for children over 6 years.	Social Security Card issued by the Social Security Administration, Federal, or State verification on letterhead.	
Disability	Proof of all disabled members	Receipt from SSI or SSA payment signed letter and attesting to disability on official letterhead from doctor or licensed social worker acceptable to the HHA.	
Elderly	Proof of all elderly members	Current Drivers License, Birth or Baptismal certificate, U.S. Passport	
Marital Status	Proof from Head of Household	Executed Marriage Certificate, Divorce decree, Court ordered separation decree.	

**Information Regarding Eligibility and Verification**

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
Permanent Absence of Adult Member	Proof of permanent absence	Divorce or separation Decree, protection/restraining order, proof of another address, order of incarceration, self-certification. (sworn affidavit)	
Live-in Aid	Proof of provided assistance to disabled individual residence and non support obligation	Written verification from qualified source and declaration of aid status to prospective resident, care delivery, non-spouse and non-support obligation.	

\* “□” must be verified before placing applicant on Wait List. Although Citizenship/Immunization Status may be verified at the time application, it may not be wise to delay placing a name on the waiting list if there is a long INS approval process.

### 7.1 Eligibility Documentation Requirements & Method (Continued)

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
Income/ Deductions			
Employment Income	All members of family over 17 years of age. Verification from adult members that they are not employed.	Employer verification, or check stubs W-2 less than 60 days old and 1040 Income Tax Return Dept of Labor.	
SS, SSI, Disability income, pension, Unemployment Compensation, Welfare	All adult or other family member receiving benefits must provide Benefits verification from agency(s) providing the benefit:	SS/SSI and Pension verified by Agency on Letterhead or Computerized print out Unemployment- Notice of Eligibility Determination Welfare Computerized print out of benefits are secondarily acceptable.	
Income from business	All members of family over 17 years of age.	IRS form 1040, company books, financial statement for the period ending less than 60 days old. Quarterly reporting statements to IRS/State.	
Income from Assets	Determination of projected income from Assets	IRS form 1040	
Child care expense	Average monthly payment	Signed notarized statement from provider describing the monthly amount, hours worked, child (ren) served, location and phone number and canceled checks or receipts for services rendered Social Security number of provider required.	

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
Medical Expenses	For all assisted persons whose medical expenses are not being reimbursed.	Record of premiums paid, canceled checks or other receipts, bills, etc. during the past 12 months along with medical insurance statements.	

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
<b>Preference</b>			
Residency <u>Homeownership Program Only</u>	Live or work or hired to work within the city limits of the City of Hartford.	Valid lease, current post marked letters or letter verifying from address employment.	<input type="checkbox"/>
Working Family <u>Homeownership Program Only</u>	Determination of employment, elderly, disabled or job training status.	Data collected above or letter of enrollment in job training or certificate of completion.	<input type="checkbox"/>
Multi-member, or elderly, disabled,	Determination of family status	Based on above data.	

**Denial of Eligibility**

Methamphetamine manufacture or sale of Publicly funded property or in unit	Denied for life.	Verify with Public Safety	
Sex Offender	Denied for life	Verify with State of CT Offender Registration Program	<input type="checkbox"/>
Illegal drug activity	No eviction for drug abuse during the last 3 years from a Federal funded property.	Verify against the HHA records and other HA records if listed on application.	<input type="checkbox"/>
Screening out illegal drug users and alcohol abusers.	Applicant with a pattern of illegal use of a controlled substance or pattern of abuse of alcohol will not be admitted.	Check with RX Rehabilitation Centers/ or attending physician. Prior proof of residence of each adult member.	

\* “” must be verified before placing applicant on Wait List.

## **7.2 Records Management For Criminal, Drug Treatment, And Registered Sex Offender Classification Documentation**

In the course of its regular operations, the Authority comes into possession of criminal records as well as records of drug treatment or registered sex offender status of both residents and applicants. While necessary to accomplish Housing Authority business, these records must be maintained securely and kept from improper use.

The Authority may also be called upon to perform criminal record checks regarding applicants for, or tenants of, housing that receive project-based assistance in the jurisdiction of the Housing Authority. The authority shall maintain the records received for these residents or applicants in the manner outlined herein.

## **7.3 Acquisition**

All adult applicants shall complete Hartford Housing Authority's Authorization for Release of Police Records and Authorization of Release of Medical Records when they apply for housing. Through its cooperative agreement with the Hartford Police Department, the Housing Authority will request a check of local records as well as a National Crime Information Center check for criminal history of any applicant. This check is done for the purpose of screening applicants for housing.

All requests for criminal records or records of drug treatment or registered sex offender status will be sent to the Director of Occupancy. The Deputy Director, or Executive Director shall have access to the records received. These records will be discussed with other Authority employees only as required to make a housing decision.

## **7.4 Maintenance**

The Hartford Housing Authority will keep all criminal records or records of drug treatment or sex offender status that are received confidentially. These records will be used only to screen applicants for housing or to pursue evictions. The records will not be disclosed to any person or other entity except for official use in the application process or in court proceedings. No copies will be made of the records, except as required for official or court proceedings.

Criminal records or records of drug treatment or registered sex offender status will be kept in a file separate from other applications or with eviction information. These files will be maintained in a different cabinet that is locked and kept in a secure location. Only specified employees shall have access to this cabinet.

## **7.5 Disposition**

The record shall be destroyed once action is taken on the application for housing and any grievance hearing or court proceeding has been completed and the action is finalized. A notification of destruction will be maintained.

## **8.0 Income And Tenant Payment Determination**

Care must be exercised in the determination of the adjusted gross income of the applicant to ensure accurate calculation of tenant payments, as adjusted gross income is determined differently under the various housing assistance programs. The correct source for tenant payment determination in the low-income public housing program is 24 CFR –5 Subpart F, Income Limits, Annual Income, Adjusted Income, Rent and examination for the Public Housing and Section 8 Programs.

Under the low income public housing program the monthly tenant rent payment is either the flat rent or calculated as the greater of 30% of monthly income adjusted for certain types of expense and family conditions; 10% of monthly income; the monthly portion of welfare payments specified for housing expenses or the Hartford Housing Authority’s minimum rent of \$25. In the low-income housing program the tenant rent payment is equal to the Total Tenant Payment where all utilities (except telephone) and other essential housing expenses are paid by the HHA. If utilities are paid by the tenant, the tenant rent equals the Total Tenant Payment less the applicable utility allowance.

**Please be informed effective March 15, 2004 PIH Notice-2004-02 allows the PHA to charge for excess Utility Consumption, to families under the Flat Rent Option for Check metered Units.**

Under the statute and regulation 24 CFR 960.253 (b) a flat rent is established for public housing “based on the market rent charged for comparable units in the private unassisted rental market.” **The flat rent incorporates the cost of the utilities as permitted under PIH 2004-02 but families using in excess of the amount permitted will be charged for use and consumption which exceeds the allowable limit.**

This chapter discusses the factors and process for tenant payment determination under the low income-housing program. Monthly tenant rent is always rounded to the nearest dollar amount.

### **8.1 Calculation of Annual Income**

It is the responsibility of the Authority to ensure that all income received by an assisted family is accounted for in determining adjusted income. The application specialist is to discuss and explore all potential income sources that may be received by the family. Claims of income sources, amounts and no income situations must be documented and verified. Families claiming no income must return for re-determination on a quarterly basis (i.e., from program enrollment date) on a continuous basis to remain eligible for continued assistance.

Families that report no income, or are subject to minimum rents are required to

complete a continued occupancy form on a quarterly basis for income re-examination. Families claiming zero income must identify their living means and submit an expense form that estimate their expenses of food beverages, transportation, healthcare, childcare, debt on household items, utilities, amenities, etc.

Annual income is defined in 24 CFR 5.609 as the anticipated total income from all sources received by the family head and spouse (even if temporally absent) and by each additional member of the family, including all net income derived from assets for the 12 month period following the effective date of certification of income. If it is not feasible to anticipate income over a 12-month period, the income anticipated

### **8.1 Calculation of Annual Income (Continued)**

for a shorter period may be annualized, subject to re-determination at the end of the shorter period. If determination of rent is lower than anticipated due to failure to report income the family will be subject to repayment of the rent. Unless amounts are specifically excluded, income is determined based on the gross amount(s) (e.g., gross wages) of the income source(s).

If residents do not comply with reporting of income annually the authority will average the last four quarters of DOL records to project anticipated income, apply deductions and allowances and compute the rent. Families will be notified of the projected rent and be given the opportunity to present up to date information if amounts are contested

Annual Income is defined and delineated in 24 CFR 5.609 and includes amounts from the following categories of income:

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

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

#### **Annual income includes, but is not limited to:**

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any

withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.

- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any

### **8.1 Calculation of Annual Income (Continued)**

withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency

could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program

### **8.1 Calculation of Annual Income (continued)**

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

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
  4. The authority will utilize as income the amount of the imputed welfare income to offset the amount of additional income a family reports that commences after the time the sanction was imposed.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

#### **Annual income does not include the following:**

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

### **8.1 Calculation Of Annual Income (Continued)**

- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
  4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
  5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training

program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

### **8.1 Calculated of Annual Income (Continued)**

9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;
    - iii. Is operated or administered by a public agency; and
    - iv. Has as its objective to assist participants in acquiring employment skills.
  - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. **Effective 10/1/1999** incremental earnings due to employment

during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. The maximum period for the disallowance(exclusion) is 48 months. Additionally, this exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a family member who was previously unemployed **or underemployed as established by the regulation** for one or more years.

### **8.1 Calculation of Annual Income (Continued)**

- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program.

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer

Services Act of 1973

- c. Payments received under the Alaska Native Claims Settlement Act
- d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
- e. Payments made under HHS's Low-Income Energy Assistance Program
- f. Payments received under the Job Training Partnership Act

**8.1 Calculation of Annual Income (Continued)**

- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Hartford Housing Authority
- q. Payments or allowances under JTPA, now referred to as Workforce Investment Act of 1988
- r. Any Allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from Spina Bifida who is the child of a Vietnam Veteran

- s. Any amount of crime victim compensation under the victims of crime acts

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

The annual income derived from the sources identified above must be calculated for the family head of household and the spouse, and for each additional member of the family listed on the lease 18 years or older. Income of family members permanently absent are not counted for purposes of family size or income determination. When the Authority is notified of a permanent absence, after the unit is leased, the event may result in an income re-determination and unit size modification. See Section 8.4. Permanent and Temporary Absence for further information.

## 8.2 Calculation of Adjusted Income

Adjusted income is defined as annual income less allowable deductions determined in accordance with HUD instructions. Information delineating each allowance is contained 24 CFR 5.611.

Per HUD instruction the Authority will use the following formula to calculate adjusted income.

**Adjusted Income = (Annual Income - Exclusions to Annual Income) - (Allowances)**

There are 5 statutory allowances that must be granted in determining adjusted income as follows:

- For each dependent family member-an amount of \$480.
- For each elderly family-an amount of \$400.
- Handicap assistance expense in excess of 3% on Annual Income- Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family Member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. The allowance may not exceed the employment income received by all family members 18 years of age as a result of assistance to the handicapped or disabled person.
- For any elderly family: Medical expenses (of all family members whose head or spouse or sole member is an elderly, disabled or handicap person), includes medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.503(d). These expenses include, but are not limited to, prescription drugs, costs for doctors, dentist, therapists, medical facilities, care for service animals, transportation costs (documented and not reimbursed) for medical purposes.
- An amount that equal the expenses for child care of child (ren) 12 years of age and under provided the expense is necessary to enable the wage earner to work or attend school. The expenses incurred may not be reimbursed by an outside agency or individual outside of the household and may not exceed the amount earned and must be reasonable and customary.
- **Notice PIH –2004-11 Notice H04-11**  
**Income Calculations regarding Medicare Prescription Cards and Transitional Assistance**  
This rule states that in calculating annual income for a family, any assistance or benefit received from the Medicare prescription discount card or the transitional assistance must be excluded as annual income for the purposes of calculating any rent or assistance.

### **8.3 Temporary and Permanent Absence**

Permanent and temporary absences affect numerous admissions and occupancy aspects of the low income-housing program. Some aspects discussed thus far are referenced in Section 5.0.

The Authority's policy regarding permanent and temporary absences is as follows:

- Non-head of household family members will be considered temporarily absent for purpose of unit size assignment and income determination if the member is expected to return to reside in the unit within a 180-day period.
- Head of household will be considered permanently absent if absent for a period of more than 60 days. After the 60-day period has elapsed the remaining family members may be considered for continued occupancy and listed as head of household if it is determined they meet established criteria and eligibility requirements.
- A family member subject to court ordered restraint for a period of more than 60 days will be considered permanently absent for purpose of unit size assignment and income determination.
- A live in aide, (i.e., as a result of permanent absence of the head of household and spouse) the absence may be considered temporary for a period of 180 days. In the event of such an absence, a live –in aide may be allowed to reside alone in the unit during the temporary absence if there are no lease violations resulting from the occupancy. The Authority, will maintain the status of a temporarily absent adult for purposes of income determination, for a period not to exceed 180 days, in the absence of the leaseholder, as a live in aide is not part of the lease agreement therefore has no rights to remain in the unit.
- Family members absent as a result of incarceration will be considered permanently absent and removed from the lease agreement.
- Family members enlisted in the military that are not Head of Household or Co-tenant will not otherwise remain on the lease agreement unless they have left a spouse or a child as part of the remaining family.

## **8.4 Income Determination - Special Considerations**

Averaging Income- The Authority will use income averaging to annualize lump sum, periodic payment, gifts, and other similar types of income. This is accomplished by summing all such anticipated income and dividing that amount by 12. If it is not feasible to anticipate income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to redetermination at the end of that shorter period.

Prospective Calculation- This method of annual income determination is activated when the Authority becomes aware of a change that would decrease the adjusted income of the family. In these situations, the Authority is to document and verify the adjustment request, ensure that it is a permanent absence if the reduction is based on a family member leaving, and calculate the new adjusted income. It is the responsibility of the tenant to inform the Authority of income reductions. Retroactive credits are not permissible. The effective date of the adjustment will be the first day of the month following the month in which the Authority was notified of the change, if received by the cut off date.

Retroactive Calculation- This method of annual income determination is activated when the Authority becomes aware of a change that would have increased the adjusted income of the assisted family. In this situation, the Authority first determines whether the change in income is grounds for program termination. If the change does not result in program termination action (i.e., fraud, not reporting additional family members), annual income is calculated to cover the entire period during which the change should have taken place. The result of the retroactive calculation will be a collectible debt to the family and will increase future tenant payments. If the change results in termination, the result of the calculation is a collectible debt.

Net Family Assets-Net income derived from assets for the 12-month period following the effective date of certification is the period used in determining annual income. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the annual income derived from all Net Family Assets, or a percentage of the value of such assets based on the current passbook savings rate or the actual interest earned.

## **8.5 Tenant Payment: Special Considerations**

This subsection describes special consideration when calculating tenant payment. These areas are ceiling rents, calculation of minimum rents, and utility allowances. Each topic is discussed in the following sections.

## **8.6 Family Choice**

At admission and each year in preparation for their annual reexamination, families will be given the choice of having their rent determined under the formula method or have their rent set at the flat rent amount.

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

**8.7 Flat Rent**

The Hartford Housing Authority has set a Flat Rent for each Low Rent public housing unit. In doing so, it considered the size and type of unit, as well as its condition, amenities, services, and neighborhood. The Authority has determined to use the Fair Market Rent as the basis for establishing its' Flat Rents in all developments. The New Community formerly known as Charter Oak Terrace D Section, the newly constructed Stowe Village and Mary Shepard Place, formerly known as Bellevue Square, the first two developments represent new construction and the last represents substantial rehabilitation. For the New Community, and Stowe Village the flat rent will be 85% of the published Fair Market Rent. For Mary Shepard Place, the Flat Rent will be 67% of the Fair Market Rent. For the remaining Low Rent Developments the Flat Rent will be 57% of the published Fair Market Rent.

Families choosing the Flat Rent option will be subject to Re-certification once every three years on the Anniversary date of their contract. All families will be required to sign a Family Choice of Rental Agreement Form on the anniversary date of their contract each year that states their option of Flat Rent or Formula Rent. The form will also state that the family has the option to return to the Formula rent of 30% of monthly-adjusted income at any time. The effective date on an Interim decrease must be submitted by the 15<sup>th</sup> of any given month for the rent reduction to take effect the following month after the change was submitted.

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.

The Hartford Housing Authority will post the Flat Rents at each of the developments and at the central office. <b>Development Name</b>	<b>Flat Rent</b>
<b>New Community / Stowe Village</b>	
Two Bedrooms	\$ 691
Three Bedrooms	\$ 867
Four Bedrooms	\$1052
<b>Mary Shepard Place</b>	
One Bedroom	\$426
Two Bedrooms	\$545
Three Bedrooms	\$683
Four Bedrooms	\$829
<b>Nelton Court, Dutch Point, Scattered Site, Betty Knox, Smith Towers, Mary Mahoney, Kent Apts, Adam St.</b>	
Zero Bedroom	\$291
One Bedrooms	\$363
Two Bedrooms	\$463
Three Bedrooms	\$581
Four Bedrooms	\$706

## **8.7 Flat Rent**

**Please be informed effective March 15, 2004 PIH Notice-2004-02 allows the PHA to charge for excess Utility Consumption, to the families under the Flat Rent Option for Check metered Units.**

Under the statute and regulation 24 CFR 960.253 (b) a flat rent is established for public housing “based on the market rent charged for comparable units in the private unassisted rental market.” **The flat rent incorporates the cost of the utilities as permitted. Public Indian Housing Notice (PIH) 2004-02 allows PHA’s to charge families excess utility consumption charges that exceed the allowable limit.**

## **8.8 The Formula Method**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or
- C. The welfare rent.
- D. The \$25 minimum rent.

The family will pay the greater of the total tenant payment or the minimum rent of \$25, but never more than the ceiling rent if or when adopted or the Flat Rent established at this time.

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

## **8.9 Ceiling Rents**

The authority reserves the right to implement ceiling rents in accordance with a HUD regulations for families whose incomes have increased to the point that Total Tenant Payment has become unreasonable for the housing being provided. HHA retains the option to establish ceiling rents for all dwelling units in a particular development, for one or more classes of units or authority-wide. The authority does not assign ceiling rents to particular families or family circumstances. At present the ceiling rents are not in existence with the authority.

Ceiling rents will be the lesser of:

- The current Section 8 Fair Market Rent for a comparably sized housing unit
- The average operating cost for units at that development

The authority may retain ceiling rents instead of flat rents for a period of three years from [the effective date of the final rule]. After this three-year period, the authority will adjust the ceiling rents to the same level of the flat rents. The authority at present has to ceiling rents established.

### **8.10 Minimum Rent/ Hardship**

The Authority has set the minimum rent at \$25.00 dollars. However if the family requests a hardship exemption, the Hartford Housing Authority will immediately suspend the minimum rent for the family until the authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

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

B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be 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 Section 25.0 of this

policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

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

### **8.11 Rents Of Families Who Transition From Welfare To Work**

Families who have members who transition from Welfare to Work will have the wages of the members disregarded in the calculation of Total Tenant Payment according to the following:

- A. 100% for twelve months
- B. 50% for an additional twelve months

Family will not be entitled to an income disregard once the 48- month window has elapsed, commencing the fourth year, all of the member's income from wages will be considered.

### **8.12 Utility Allowance**

The Authority provides a utility allowance if the cost of utilities (except telephone) are not provided for under the lease agreement by the authority. If the cost of the utilities is the responsibility of the family occupying the unit, an amount equal too the estimate made by the authority of the monthly costs of reasonable consumption of such utilities is allowed. The utility allowance is determined based on a schedule maintained by the authority

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The utility allowance is based on a schedule that is maintained by the authority. The Tenant Rent is the amount the family owes each month to the Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Authority paid utilities, the Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Authority will be billed to the tenant monthly.

Where the family provides their own utilities and the utility allowance exceeds the families 30% of monthly income the Authority will reimburse the family each month for the difference between the families 30% of monthly income and the allowed utility allowance if greater. The check will be made out in the name of the leaseholder.

The utility schedule is based on actual rates and average consumption. On an annual basis the utility schedule is revised. The tenants are notified by mail when the utility allowance is revised.

## **9.0 Unit Assignment And Screening**

Selection from the Wait List for unit assignment is limited to eligible applicants based on the family ranking on the Wait List, subject to unit characteristics (i.e., unit access, bedroom size, designated housing). Eligible applicants selected from the Wait List must undergo the HHA's screening process before they are offered a unit.

In selecting an applicant the HHA will determine the characteristics of the vacant available unit. Upon establishing the characteristics, the admission of families in need of the special features are given priority to these vacant units that provide special accommodations.

By giving priority to the family with special needs it is possible, that families with a Lower Wait

List number, that applied prior to the family requiring the unit due to special needs may receive an offer of housing ahead of the aforementioned family even though the application has a more recent date and time, and ahead of families with a higher preference status (i.e., the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool). Families requiring special accommodations will not be placed at the bottom of the list as a result of a refusal of an apartment that does not accommodate its family needs.

## **9.1 Applicant Selection Procedure**

The HHA will use the following procedures for selecting applicants for admissions to the low-income housing program:

The authority will establish the characteristics of the unit available to determine the appropriate applicant pool (e.g., disabled, elderly, unit requirements), including any priorities for admission required for designated or mixed population housing. Further, in the selection of a family for a unit with accessible features, the authority will give preference to families that include a person with disabilities who can benefit from the unit features. Once the appropriate pool of eligible applicants has been identified, the highest ranked person in the appropriate pool will be selected for applicant screening and admissions. Note: applicable preferences as described earlier in this policy will have already been applied in the applicant ranking or Wait List.

In selecting applicants for offers of units, the authority will alternate among preference pools as described earlier in this policy.

- Certain types of transfers will also be processed with new admissions. See Section for the transfers procedures.
- The authority plan for selection of applicants and assignment of dwelling units assures equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin. Under the plan each qualified applicant first in sequence on the Wait List is made an offer of a unit of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of the qualified applicant list, with a new application time and date, unless the applicant has good cause (defined below) to reject the offer. The applicant once placed to the bottom of the wait list upon reaching the top is given a second offer. If the applicant rejects the second offer, the applicant is then withdrawn from the wait list at which time the family will be required to re-apply.
- The applicant must accept the vacancy offered within 48 Hours of the date the offer is

communicated or, be dropped to the bottom of the qualified applicant list and assigned a new date and time of application. (See good cause discussion below.)

If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that was ready for occupancy first.

If the selected family is a requested transfer, and that family is unable to move at the time of the offer and presents to the satisfaction of the HHA clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the transfer list (24 CFR 1.4 (b)(2)(ii) & (iii)).

### **9.1 Applicant Selection Procedure (Continued)**

**Examples of good cause** reasons for the refusal of an offer of housing (public housing or alternative housing opportunity) include, but are not limited to:

- Inaccessibility to source of employment, education, or job training, children’s day care, or educational program for children with disabilities when the applicant has a child participating in such a program; that 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.
- Presence of lead paint in the unit offered when the applicant has children under the age specified by current law.
- The family demonstrates to the Authority’s satisfaction that accepting the offer will place a family member’s life, health, or safety in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency or a threat assessment that verifies criminal activity. Reasons offered must be specific to the family (including the race of the family). Refusals due to location alone are not good cause.
- 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.
- Elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing (24 CFR 945.303 (d)).

**Good cause** related to an applicant’s willingness to accept an offer but inability to move at the time of the offer include:

- A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each as listed on final

application) or live-in aide necessary to the care of the principal household member.

- The family head, spouse or sole member is servicing on an empanelled jury.
- Death of an immediate family member.

In all cases the applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. When good cause is verified to the authority's satisfaction, the refusal of the offer shall not require that the applicant be dropped to the bottom of the Wait List or otherwise affect the family's position on the Wait List (24 CFR § 85.42).

### **9.1 Applicant Selection Procedure (Continued)**

The authority will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection. The HHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, amended, shall indicate for each application the date and time of receipt; the determination by The HHA as to eligibility or ineligibility of the applicant; when eligible the unit size for which eligible, the preference rating, if any, and the date, location, identification, and the circumstances of each vacancy offered that is accepted or rejected.

## **9.2 Tenant Management, Screening And Selection**

Hartford Housing Authority has two developments currently under management by the Hartford Tenants' Rights Federation. Mary Shepard Place, 127 units are under the auspices of the tenant management. The process is as follows:

1. The Housing Department reviews each application for eligibility (see sections 3.0 through 3.10). Criminal requests are submitted to the safety department and forwarded to the Executive Director for approval prior to housing.
2. At the request of HTRF active low rent applicants are scheduled for interviews with a select panel of residents and management.
3. Upon selection a list of candidates is sent to the Housing Department.
4. If applicants meet all criteria, they are scheduled for an appointment to be assigned to an apartment and are sent by the Housing Department to view the unit.
5. If the applicant accepts the offer, the applicant must telephone the Housing Department to schedule a time for the execution of the lease.
6. Tenant Management informs the applicant of their acceptance or rejection. Followed through by a written confirmation to the Housing Department as to the reason for the refusal and/or acceptance of the applicant. The Housing Department in turn will communicate the decision made by HTRF in a written confirmation to the applicant.
7. The Housing Department as of the results, of the screenings, will make adjustments to the wait list accordingly.
8. Applicants, who are ineligible due to failure to meet the eligibility criteria, will be withdrawn from the wait list and notified by the Housing Department.

Applicants who are not accepted by HTRF due to unavailability of the proper size unit who express in interest in residing in the tenant managed development, and who meet the eligibility criteria will remain on the Wait List according to the original date and time of application.

### **9.3 Accessible Unit Selection Procedures**

Before offering a vacant accessible unit to an applicant without a disability, the HHA will offer such units:

- First, to a current occupant of another unit of the same development, or other public housing developments under the Authority's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from a non-adapted unit to the vacant accessible/adapted unit).
- Second, to an eligible qualified applicant on the Wait List having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the authority will require the applicant to agree to move at their own expense to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

### **9.4 Pre-Determination Screening**

It is the HHA's policy that all applicants will be screened in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. During screening the HHA will require applicants to demonstrate ability to comply with essential provisions of the lease and requirements contained in (24 CFR 960.205):

- To pay rent and other charges as required by the lease in a timely manner
- To care for and avoid damaging the unit, facilities, common areas and equipment
- To use facilities, equipment, and utilities for reasonable purposes
- To create no health or safety hazards and to report maintenance needs
- Not to interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare(b))
- To comply with health and safety codes

#### **9.4 Pre-Determination Screening (Continued)**

Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with the HHA's Applicant Screening Procedures. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, and prior housing record. Any costs incurred to complete the application process and screening must be paid by the HHA.

The HHA will complete a credit check, a rental history check and a criminal records check on all applicants. Evidence of a poor rental history and previous evictions will be considered in the determination of eligibility if it occurred three years prior to housing and therefore resulting in denial of placement and withdrawal from the wait list.

Families determined to be qualified will be notified by the HHA of the approximate date of occupancy insofar as that date can be reasonably determined. The HHA will make every effort to accurately estimate an approximate date of occupancy. However, the date given by the HHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the HHA, such as turnover rates, and market demands as they affect bedroom sizes and project location (24 CFR 960.207 (b)).

Applicants determined unqualified for admission will be promptly notified. These applicants will receive a Notice of Rejection from the HHA, stating the basis for such determination. The HHA shall provide such applicants with an opportunity for informal review of the determination as described in Section 17. The informal review for applicants should not be confused with the resident grievance process. Applicants are not entitled to use of the resident grievance process (24 CFR § 960.207(a)).

## **9.5 Offer of A Unit**

When the Hartford Housing Authority's Housing Department is informed by management that a unit will become available, they will contact the first family on the Wait List who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Authority will contact the family by mail. The family will be given five (5) business days from the date the contact letter was mailed to telephone The Hartford Housing Authority and schedule an appointment with the Housing Department to determine the eligibility of the family. If the family is determined eligible the family is given the offer in person and confirmation of the offer is placed on an Apartment Assignment Form.

The family will be instructed to view the unit. During the visit to the unit the family must determine if the unit is satisfactory. The family must then contact the Housing Department to inform us of their decision. If the unit is acceptable to the family the family will be permitted two (2) business days to make payment. Initial payment must be in the form of a money order. The unit-offer and the family's decision will be documented in the applicant computer file.

## **9.6 Acceptance of A Unit**

The family must sign a lease within two business days upon acceptance of the unit. Payment for the unit will be required at this time in the form of a money order.

The execution of the lease must transpire prior to admission. All family members over eighteen (18) years of age must be present to sign necessary documents. An executed copy of the lease will be furnished to the head of household. The Hartford Housing Authority will retain the original lease in the tenant's file and forward a copy to the development.

The acceptance of the offer will therefore result in the applicants' name being removed from the Low Rent wait list.

## **9.7 Rejection Of A Unit**

If in making the offer to the family, the Authority skipped over other families on the Wait List in order to meet its deconcentration goal, or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose its place on the wait list but the family also, will not receive a second offer to establish the goals of deconcentration.

If Hartford Housing Authority did not skip over other families on the Wait List to reach this family, and did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit its application's date and time. The date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, it will not lose its place on the Wait List. Good cause includes reasons related to illness or death in the family. The family will be offered the right to an informal review if the decision alters the family's application status.

## **9.8 Record Keeping**

The HHA is to keep a copy of each complete application received and the following information is to be maintained in the computer system file.

- Documentation of its eligibility/ineligibility determination.
- Application Assignment program eligible for by bedroom required and the date and reason for removal.
- Dwelling unit(s) offered, including the location, date and circumstances of the offer, acceptance or rejection.

A copy of each application will become a part of the resident's file during their participation in the program. Inactive/rejected files will be maintained for a period of three years from the date of final action.

## **10.0 Resident Briefing**

Eligible applicants selected for admission and residents that have not previously been formally orientated to the low income-housing program will participate in a HHA orientation briefing. The briefing will explain key responsibilities, deliver documents, and to provide responses to questions. The Authority will use the orientation briefing to explain the terms of the lease and to discuss relevant issues including, but not limited to, the following:

- The Lease Agreement
- Drug Free Housing Addendum
- Addendum for Accessibility Unit Availability
- Notification for lead-based paint
- Maintenance procedures
- Services provided by the HHA, including supportive services.
- Resident rights, responsibilities and obligations
- Rent Collection Policy
- Operation of appliances, thermostats and smoke detectors
- Standards for tenancy ratified by the Resident Council, if appropriate

Briefings may be conducted in groups or in individual household meetings, as scheduled by the Authority by the appropriate departments, i.e., Occupancy, Management, etc.

## 10.1 Obligations of the Households

Program participants are required to conduct themselves in an appropriate manner according to the rules and regulations of the Authority throughout the term of the lease. The following text outlines the conditions that must have been met, and the statutory requirements that must be followed for initial and continued occupancy.

The households must:

- Supply any information that the Authority determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of household income and composition.
- Disclose social security number, and sign and submit consent forms annually for obtaining information.
- Supply pertinent information requested by the Authority to verify that the household is living in the unit or information related to household absence from the unit.
- Promptly notify the Authority in writing when the household is away from the unit for an extended period of time in accordance with Authority's policies.
- Allow the Authority to inspect the unit at reasonable times and after reasonable notice.
- Notify the Authority of changes in family composition and income.
- Notify the Authority in writing 30 days before moving out of the unit when terminating the lease.
- Allow only those household members listed on the lease agreement to occupy the unit.
- Use of the unit residence by residents of the household listed on the lease agreement.
- Promptly notify the Authority in writing if any household member no longer lives in the unit.
- Comply with the **One Strike** "Zero Tolerance" policy that does not permit illegal drug related activity and other criminal activity that threatens the well being of the public housing community.
- Resident must comply with the Community Service Requirement unless exempt.

## 10.1 Obligations of the Households (Continued)

- Pay utility bills and supply appliances that the Authority is not required to supply under the lease.
- Keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
- Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other major system components.
- Not Permit Pit Bulls in household.

In addition to the above mentioned responsibilities, the household (including each household member) may not:

- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug or violent criminal activity.
- Sublease or let the unit or assign the lease or transfer the unit.
- Damage the unit or premises (other than from ordinary wear and tear) or permit any guest to damage the unit or premises.
- Participate in alcohol abuse that results in behavior that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees.
- Cause damage to grounds by stationing their motor vehicle on unpaved and undesignated areas.

## **10.2 Obligations of HHA**

The HHA is responsible for performing the obligations dictated by the AAC and local housing statutes. The lease sets forth the HHA obligations, which include the following:

- Maintain the dwelling units and the project in a decent, safe and sanitary manner.
- Comply with the requirements of local housing codes, and HUD regulations affecting health and safety.
- Perform all selection and occupancy rental functions.
- Prepare the unit for occupancy and ensure the unit is maintained in accordance with HQS, including performance of emergency, routine and corrective maintenance.
- Comply with equal opportunity requirements.
- Collect from the household any security deposit; tenant payments (i.e., the part of rent not covered by the housing subsidy payment), and any charges for unit damage by the household.
- Enforce tenant obligations under the lease.
- Pay for utilities and services, unless paid by the household and covered by a utility allowance credit by the HHA under the lease.
- Supply running water and reasonable amount of hot water and heat at appropriate times of the year to each dwelling unit.
- Provide reasonable accommodations for units to be occupied by a disabled person, see 24 CFR §100.203.

## **10.3 Information Packet**

In addition to the orientation meeting, the Authority will provide the resident with a briefing packet addressing four categories of information: Admissions and Continued Occupancy Policy, amount of subsidy and tenant payment, terms of the lease and enforcement, supportive and self sufficiency services, and statutory provisions.

## **11.0 Housing Quality Standards and Inspections**

This chapter details the types of inspections that the Authority conducts to ensure that its housing stock meets HQS for occupancy. The Authority is responsible for ensuring that public housing units meet HQS standards prior to lease up and during the period of the lease. The Authority is responsible for correcting all infractions except the following:

- Failure of the tenant to pay utilities for which the tenant is responsible.
- Failure to provide or maintain family-supplied appliances.
- Damage to unit or property by any household member or guest beyond normal wear and tear.

The Authority is responsible for ensuring that the unit is free of vermin or insect infestation, even if the infestation is a direct result of the living habits of the tenant.

### **11.1 Inspections**

Operations/Management will, prior to leasing the unit, perform unit pre-occupancy inspections with the prospective tenant present, it will be done concurrent with the move-in whenever possible. Completed inspection forms will be maintained as a permanent record in the tenant's file and the Authority and the tenant will receive a copy of the inspection form. The following table identifies additional inspections conducted by the Authority, or its agents, to ensure HQS and lease enforcement.

The Housing Authority staff or its agents, acting on the behalf of the Authority, will conduct the pre-occupancy, annual, HQS, and any other required inspections in its low and moderate-income programs.

**11.1 Inspections (Continued)**

**Inspection Reference Table**

<b>Inspection Type</b>	<b>Reason for Inspection</b>	<b>Frequency</b>	<b>Inspection Time Standard</b>
Initial HQS	Determine that the unit meets HQS, establish a baseline of “wear and tear,” and document rent reasonableness.	One time	Within three days prior to unit offer.
Annual HQS	To ensure the unit is still in compliance with HQS.	Annually	Must be conducted within 12 months of the previous annual HQS inspection.
Initial Housekeeping Inspection	Ensure new tenant can properly operate appliances in unit and is complying with good housekeeping practices	One-time	Second month of Occupancy
Annual Housekeeping Inspection	Ensure new tenant can properly operate appliances in unit and is complying with good housekeeping practices	Annually	Must be conducted within 12 months of the previous annual Housekeeping inspection.
Quality Control	To ensure that all inspections are being completed accurately, and to maintain a performance standard among the inspectors.	5% of all units inspected	Completed by the Site Manager or designee within 2 days of annual HQS inspection.
Move out/Vacate	Document damages beyond normal wear and tear.	Notification	Within seven days of notification.

### **11.1 Inspections (Continued)**

All utilities and HHA provided appliances (i.e., refrigerator, stove and oven or range, and garbage cans.) must be installed by the initial inspection date.

The Authority will notify the family in writing at least fourteen days prior to annual inspections. All other types of inspections will be confirmed by phone. If a representative of the household is unable to attend, they must reschedule the inspection within five business days from the initial date of inspection. If the family fails to reschedule or respond, they will be sent a letter stating that they are violating their family obligations, and their lease could be terminated.

Move out inspections will be conducted with the head of household present and be done concurrent with the move-out whenever possible upon the tenants request.

### **11.2 Assignment of Responsibility**

The responsible party must correct infractions of the HQS or Housekeeping within a designated period based on the severity of the infraction. Emergency infractions that may threaten the life of the tenants (e.g., natural gas leak, carbon monoxide pollution, etc.) must be corrected within 24 hours. Deficiencies that pose no immediate danger to the health or welfare of the tenants must be corrected within 15 calendar days.

If the family is responsible for the repairs, and fails to complete them by the scheduled re-inspection date, the Authority will make the repairs and bill the resident for services provided. Continued noncompliance will result in eviction.

### **11.3 Performance Standards and Acceptance Criteria**

The following table outlines the categories, statutory requirements, and local codes that comprise the overall HQS criteria. The Category/Description column identifies the part of the unit or the environment in question, the Statutory Requirements outline the performance standard that is acceptable to HUD, and the Authority/Local Codes column details performance standards as dictated by the Hartford Housing Code, or the Authority.

**11.3 Performance Standards and Acceptance Criteria**

**HQS Categories and Performance Standards**

Category/Description	Statutory Requirements	Authority/Local Code
<p><b><u>Sanitary Facilities:</u></b> lavatory area.</p> <p><b><u>Food Preparation and Refuse:</u></b> kitchen and dining area.</p>	<ul style="list-style-type: none"> <li>· Must be in a separate private room.</li> <li>· Must have a flush toilet and fixed sink basin, both in working condition.</li> <li>· Must have a shower or tub and hot and cold running water.</li> <li>· Must utilize approvable public or private disposal system.</li> <li>· Must have a working oven and a stove, or range, and a refrigerator of appropriate size for the family.</li> <li>· Required unit has a kitchen sink in proper operating condition with hot and cold running water and a sink trap.</li> <li>· Facilities must be provided for the sanitary disposal of food, including temporary storage facilities.</li> <li>· Unit must have space for the sanitary storage, preparation and service of food.</li> </ul>	<ul style="list-style-type: none"> <li>• Must have ventilation window or shower fan.</li> <li>• Must be <u>belocated</u> such that access does not have to be solely through a bedroom.</li> </ul>
<p><b><u>Space and Security:</u></b> adequate space and security for the family.</p>	<ul style="list-style-type: none"> <li>· Dwelling must have a living room, kitchen and a bathroom.</li> <li>· Unit must have one bedroom or living/sleeping room for each two persons.</li> <li>· Windows accessible from the outside must be appropriately secured.</li> <li>· Exterior doors must be lockable.</li> </ul>	<ul style="list-style-type: none"> <li>• Dead bolts</li> <li>• Peep holes</li> </ul>

**11.3 Performance Standards and Acceptance Criteria (Continued)**

<p><b><u>Thermal Environment:</u></b> heating</p>	<ul style="list-style-type: none"> <li>· Must have a safe system for heating the unit, or cooling the</li> </ul>	<ul style="list-style-type: none"> <li>• Must conform to state minimum temperature standards for</li> </ul>
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### HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
and cooling of the unit.	<ul style="list-style-type: none"> <li>unit if applicable.</li> <li>· Dwelling must not contain unventilated room heaters that burn gasoline, kerosene, or oil.</li> </ul>	families and elderly.
<p><b><u>Illumination and Electricity:</u></b> artificial and natural light, and electrical services.</p>	<ul style="list-style-type: none"> <li>· One window must be present in the living room and each bedroom.</li> <li>· Kitchen and bathroom must have permanent light fixture in good working order. Kitchen must also have one working electric outlet.</li> <li>· Living room and bedrooms must each have at least two working electrical outlets. Permanent light fixtures may be substituted for one of the electrical outlets.</li> </ul>	
<p><b><u>Structure and Materials:</u></b> the physical condition of the interior and exterior of the structure.</p>	<ul style="list-style-type: none"> <li>· Ceilings, walls and floors must not have any serious defects (e.g., large holes, bulging, etc.)</li> <li>· Roof must be structurally sound and weather tight.</li> <li>· Stairs, porches, etc. must be in good condition and present no danger of tripping or falling.</li> </ul>	
<p><b><u>Interior Air Quality:</u></b> cleanliness of air and effectiveness of ventilation system.</p>	<ul style="list-style-type: none"> <li>· Air must be free of dangerous levels of carbon monoxide, fuel gas, sewer gas, etc.</li> <li>· Unit must have adequate air circulation.</li> <li>· Bathroom must have openable window or working exhaust fan.</li> <li>· Bedrooms must have at least one window.</li> </ul>	
<b>11.3 0Performance Standards and Acceptance Criteria (Continued)</b>		
<p><b><u>Water Supply:</u></b> acceptable quality of</p>	<ul style="list-style-type: none"> <li>· Dwelling must be served by an approvable private or public</li> </ul>	

### HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
water supply.	water supply that is sanitary and free of contamination.	
<b><u>Lead Paint:</u></b> elimination of hazardous lead paint, which may cause poisoning.	· Refer to 24 CFR §982.401(j), implementation of Section 302 of the Lead-Based Paint Poisoning Prevention Act.	
<b><u>Access Performance Requirement:</u></b> convenience of accessing and exiting the unit.	· Dwelling must be able to be used and maintained without unauthorized use of other private property. · The building must have more than one entrance as an alternate means of exit in case of fire.	
<b><u>Site and Neighborhood Requirements:</u></b> quality of the area and housing surrounding the dwelling.	· The site and neighborhood must be reasonably free from disturbing noise, reverberations, and serious adverse conditions, natural or manmade, that would threaten the health, safety, or general welfare of the occupants.	
<b><u>Sanitary Conditions:</u></b> cleanliness of the unit and surrounding area.	· The unit and its equipment must be free of vermin or infestation.	
<b><u>Smoke Detector Performance:</u></b> ensures there are a sufficient number of working smoke detectors within the dwelling unit.	· Each dwelling must have an operational battery-powered or hard-wired smoke detector on each level of the dwelling unit. If the unit was assisted prior to 4/24/93, smoke detectors are only required in areas used for living purposes.	

## **12.0 Lease**

It is the HHA's policy that all units must be occupied pursuant to a lease that complies with HUD regulations in 24 CFR 966, The Quality Housing and Work Responsibility now known as the Public Housing Reform Act and are consistent with the HHA's published occupancy procedures. A Lease can only be executed with an eligible family, and after the applicant has inspected and accepted the unit offered.

The HHA will provide 30 days notice to tenants and resident organization as to proposed changes to the Lease form in order that such parties may have an opportunity to present written comment. The HHA will consider all such submitted comments before formal adoption of new Lease form.

The HHA shall not include or incorporate clauses of the following nature in its' Lease:

- Prior consent of tenant for bringing a lawsuit
- Agreement by the tenant that the HHA may take or hold tenant property as a pledge against a tenant obligation that the landlord has determined the tenant has failed to perform.
- Tenant exculpatory clauses, waiver of legal notice or to appeal judicial error.

## **12.1 Lease Execution**

At admission, a Lease along with other applicable documents is executed between the HHA and each tenant family. The Lease identifies the parties and the dwelling unit, payments due, terms for re-determination, tenant's rights to use and occupy, the HHA and tenant obligations (refer to Section 10.1), tenant maintenance, authority to inspect units, termination of tenancy and eviction, grievance procedures, provisions for modifications, and signature clauses. The dwelling lease, any addenda and notices are to be kept current at all times.

The lease is completed in triplicate form and must be signed by the head, spouse, and all other adult members of the household, and duly authorized by the representative of the authority prior to actual admission. The original lease is kept on file at the main office. Copies are dispersed to the tenant head of Household and to the Housing Coordinator at the designed site.

## **12.2 Changes To The Lease**

If a change in family status composition occurs, the Authority will:

- Execute a new lease
- Execute a Notice of Rent Adjustment; and or
- Prepare an appropriate rider or appropriate insertions that will be made part of the lease. All copies of such riders or insertions to be dated and signed by the household head and the HHA authorized lease representative. (Refer to Section 966.4(o).

If any signer of the lease ceases to be a family member, the lease will be canceled. A new lease and addenda will be executed and signed by the remaining members of the family who qualify if determined to be eligible for continued occupancy. Management must make recommendation for a new lease and changes to the current lease upon review of family comportment.

If a tenant family transfers to another dwelling unit operated by the HHA, the existing lease is to be canceled. A new lease is to be executed for the dwelling unit that the family is to occupy.

If at any time during the life of the lease, a change in the tenant's status or an HHA circumstance results in a need for changing or amending any provision of the lease, the HHA may execute a new lease, prepare a rider or indicate the proper insertion.

A tenant who refuses to sign a new or amended lease properly executed by the HHA will be subject to eviction.

## **12.3 Security Deposits**

The HHA requires a security deposit from all tenant families in accordance with the requirements of the lease and State law. The security deposit may not be used by the tenant to pay charges during occupancy.

Pet security deposits will be paid in accordance with the HHA Pet Policy.

### **12.3 Security Deposits (Continued)**

Security deposits are to be paid in full, unless agreed upon, to be paid in installments as dictated by the amount and according to a schedule that is reasonable for families, and acceptable to the Housing Authority. Security Deposits may be paid in full immediately upon execution of the lease. The HHA will maintain the tenant's security deposit in accordance with State law and credit the tenant's security deposit account with interest annually at the rate required by State law.

HHA may use the security deposit for damages and repairs (beyond normal wear and tear), for rent owed, or for late and other charges levied by the Authority.

Security deposits will be returned to the tenant after move-out if the following conditions are met:

- The tenant family is paid-up to date with regard to rent and miscellaneous charges.
- The dwelling unit passes move-out inspection or inspection deficiencies have been remedied by the tenant family prior to the end of the.

If tenant rent balance and/or charges are assessed, they will be deducted from the security deposit. The balance shall be returned to the tenant within 30 days of the termination of the lease.

### **12.4 Special Charges and Posting Policies**

Schedules of special charges for services, repairs utilities, and rules and regulations that are required to be incorporated in the lease are posted (publicly posted in a conspicuous manner) at each Site Office. The tenant, upon request, at the Site Offices can obtain copies of all such documents.

All schedules of special charges, and associated rules and regulations are subject to change, by the authority. In accordance with 24 CFR 966.5, the HHA will give at least a 30 day written notice to each affected tenant setting forth the proposed modification, the reason therefor, and provide the tenant an opportunity to present a written comment that will be taken into consideration by the HHA prior to the proposed modification becoming effective. Notice will be considered given if the HHA (1) delivers the notice directly or through the mail to each affected tenant (including on the monthly rent bill); or (2) posts such a notice in three conspicuous places within each structure or building in which the affected dwelling units are located as well as within the Site Office.

All such modifications will be given to the tenant with proper written notice. Upon the authority receiving board approval, change or modification will be effective upon notification to resident.

## **12.5 Visitors and Additions to the Household Not On Lease**

In accordance with the lease visitors beyond 30 **consecutive** days and, roomers and lodgers shall not be permitted to move in with a family occupying the dwelling unit. Violation of this provision is grounds for lease termination and eviction.

Residents will not be permitted under any circumstances to allow former residents of the HHA who have been evicted to occupy the unit for any period of time. Violation of this provision is grounds for lease termination and eviction.

### **13.0 Re-Examination For Continued Occupancy**

The following chapter details the annual re-examination, the interim re-examination and issues concerning the information gathered throughout the process.

Residents who meet the following criteria will be eligible for continued occupancy in the HHA's low income housing program:

- Qualify as a family as defined by HUD (see Section 3.1)
- Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease (see Section 10.1).
- Family members who have not used illegally controlled substances or engaged in drug-related criminal activities on or off the premises; and have not interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents due to abuse of alcohol.
- Are in compliance with the **One Strike** "Zero Tolerance" policy that does not permit illegal drug related activity and other criminal activity that threatens the well-being of the public housing community.
- Family members must supply social security numbers or have certifications on file indicating that they have no Social Security number. If under the age of six.
- Whose members receiving assistance are citizens or have eligible immigration status.

### **13.1 Annual Re-examination**

The Authority will conduct an annual re-examination on all households participating in its low-income public housing program who choose the Formula Method of rent determination. For those who choose the Flat Rent, the Reexamination will take place once every three years on the anniversary date of the move-in. Each type of Reexamination will follow the same procedure described as follows.

Each household will receive a written notification of its re-examination date at minimum 30 days prior to its move-in anniversary date of the contract. The notice will inform the head of household of the date that he or she is required to participate in an interview, provide specific information, and sign the required recertification forms, Authorization for Release of Information and the Addendum for Drug-Free Housing and other documents depending on the resident's circumstances. The Authority will require the family head, and all adult members (i.e., residents older than 18 years of age) to be present during the re-examination meeting. Members of the Site Management staff will interview each adult household member, and record their information onto the re-examination form. The household members will be required to provide any information that the Authority deems necessary to determine eligibility. All documents related to income must represent the gross amount of income (i.e., wages plus tips, gratuities, commissions, etc.). Failure to supply or cooperate in the verification process concerning income, family composition and eligibility, unit inspection, and the refusal to execute required documents will lead to the family's lease termination.

Each household will be re-examined in accordance to HUD regulations with respect to the following criteria:

- Family eligibility.
- Income, Total Tenant Payment and Net Assets.
- Size of dwelling unit required.
- Compliance with program requirements.

The Authority will provide the results of the re-examination to each household in writing, and advise the households of their right to a hearing if they disagree with Authority's actions. Additionally, the Authority will complete the HUD 50058 form and transmit it to HUD as appropriate.

A dated receipt of submission will be given to the family upon submission of the Continued Occupancy Form. The authority does not acknowledge accuracy of the data submitted, only receipt of it. Upon review the authority will inform the tenant in writing as to any additional needed documents that substantiates the need for a change of the lease agreement and or rent payment.

### **13.2 Treatment of Income Resulting From Welfare Program Requirements**

Effective immediately the Hartford Housing Authority, as mandated by HUD, will not lower the rent for a family whose welfare benefits are reduced due to fraud, family's failure to participate in an economic self-sufficiency program, or because of failure to comply with work activity requirements. The Hartford Housing Authority will deny a reduction in rent after obtaining written verification from the welfare agency of their non-compliance. The prohibition against reduction of rent will not apply in situations where the family's time limit for eligibility of welfare benefits has expired or where the family has complied with the welfare requirements but has been unsuccessful in attaining a job.

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

The authority will offset the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

The Denial of Reduction of rent will not take place until all administrative hearing opportunities at the welfare level have been completed.

### **13.3 Verification**

A statement made by a tenant is considered by the authority to be verified when the available evidence indicates that it is more likely to be true than not. The authority requires verification of information when specifically required by federal or state law or regulation or when the authority considers it necessary to corroborate a tenant's statements pertaining to an essential factor of eligibility. However, the Authority does not require tenant to provide documentary evidence to verify the nonexistence of any factor, including lack of income, lack of bank accounts or other assets.

Affidavits will be accepted for review by the Authority, in addition to any documentary evidence or verification, when documentary proof is required but the tenant cannot provide it after good faith efforts or when submitted as proof of nonexistence as a Continued Eligibility factor. When an Affidavit is reviewed by the Authority, it will be evaluated along with all other evidence relative to the tenants Continued Eligibility factor. The Authority uses all available evidence, including the Affidavit, to determine whether it is more likely than not that the tenant's Continued Eligibility has been established.

### **13.4 Failure to Cooperate & Report Changes**

If the household members are unable to attend the scheduled re-examination meeting, they are required to contact the site office prior to the re-examination date to reschedule. The Authority Staff will make reasonable efforts to schedule meetings that do not conflict with the head of household's schedule. In the case where the family fails to appear at the meeting or promptly submit all necessary information, the family will be given 15 days from the date of the scheduled meeting to comply. In the event that the household is found not to comply with the re-examination process, the HHA will establish the tenant's rent at a level no less than the cost to operate the HHA unit, the Flat Rent, Ceiling Rent, Fair Market Rent or any rent currently in effect the year the failure of the re-examination occurs. In addition the authority will average the last four quarters of DOL reported income and project anticipated income, apply applicable deductions and allowances and compute a rent. The resident will be notified of the projected rent and be given the opportunity to present up to date information to contest the income utilized to determine the rent. The authority will base the rent on the greater of the Flat Rent, Ceiling Rent, Fair Market Rent or rent based on the last four quarters of DOL reported income. This rent will be in effect until the matter has been resolved or action has been initiated for eviction due to non-compliance.

Acceptable reasons for missing appointments or failing to meet deadlines are medical emergencies, family emergencies, death of a family member, or a serious family illness. All of these occurrences must be documented. Documentation must be acceptable to the Housing Authority.

If a tenant fails to keep an appointment, or fails to supply information required by an established deadline without notifying the Authority or attempting to reschedule, the Authority will send the household a Notice to Quit and commence the summary process.

The family may contact the Authority and correct the breach. If the breach is corrected within 10 days, the notice may be rescinded with approval of the Site Manager. However, if the family has a history of noncompliance, or if the family has not corrected the breach, the Authority will terminate the lease.

### **13.5 Misrepresentations**

If the re-examination reveals that the tenant, at the time of re-examination, made a misrepresentation which resulted in the client's classification as eligible, when in fact the client was ineligible, the manager will notify the tenant and the lease will be terminated.

If the Authority determines that the client made a misrepresentation that resulted in a lower rent, the client will pay the difference to the Authority in full. If it is determined that the household has committed fraud, the lease may be terminated.

In the event that the falsification of income or family composition is verified by Authority, a re-examination will be immediately scheduled. If it is determined that any of the household members has falsified their income, the household will be required to pay the full amount of back rent owed, and the lease may be terminated.

### **13.6 Interim Re-examination**

The Authority requires residents to complete Interim Recertifications when there is a change of income and also to report the commencement of the 100% disregard of income and commencement of the 50% mandatory disregard of income.

Upon the Authority completing the interim re-examination, it will calculate any changes accordingly. Families that report no income or are subject to minimum rents are required to complete a continued occupancy form on a quarterly basis (once every 90 days) for income re-examination along with the submission of an expense form (Financial Affidavit) delineating the families' monthly living expenses substantiated by the evidence of bills paid out for cable, telephone, utilities, etc.

The Authority reserves the right to perform interim re-examination at any time; however two re-examinations of the same household will not be conducted within a 30-day period. A dated receipt of the Interim Re-examination will be given upon submission (see 13.1).

### **13.7 Continued Assistance for Mixed Families**

Generally speaking, housing assistance is only provided to family members that are citizens or eligible immigrants. However, "mixed families," (i.e., families that include at least one citizen or eligible immigrant and any number of ineligible members) who were program participants prior to June 19, 1995 can receive full assistance if both of the following continuous assistance conditions exists:

- The head of household or spouse is an U.S. Citizen or is an eligible immigrant.
- All members of the family other than that the head, or spouse, parents of head or spouse, and children of the head or spouse are citizens or eligible immigrants.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance, or the Authority may offer temporary deferral of termination.

If the family chooses prorated assistance the amount of assistance is determined by subtracting the total tenant payment from a HUD-supplied public housing rent, and multiplying the difference by the proportion of eligible to noneligible immigrants in the household.

### **13.7 Continued Assistance for Mixed Families (Continued)**

Method of Prorating Assistance for Public Housing Only. The authority shall prorate the family's assistance by [912.11 (b)]

- a. Step 1. Determining total tenant payment in accordance to 24 CFR 913.107 (a). Annual Income includes income of all family members, including any family member who has not established eligible immigration status.
- b. Step 2. Subtracting the total tenant payment from a HUD-supplied "public housing maximum rent" applicable to the unit or the housing authority. Public housing maximum rent shall be determined by HUD using the 95<sup>th</sup> percentile rent for the housing authority.

The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").

- c. Step 3. Dividing the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the member maximum subsidy."
- d. Step 4. Multiplying the member maximum subsidy by the number of "eligible" family members.
- e. Step 5. The product of steps 1-4, as set forth in this paragraph is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the "public subsidy"). The family's rent is the "public housing maximum rent" minus the amount of the eligible subsidy.

If the family qualifies for prorated assistance and does not qualify for continued assistance, the family may be eligible for a temporary deferral of termination of assistance. (See Section 3.1, Termination Due to Ineligible Immigration Status.) The Deferral period will be given in six-month increments, not to exceed an aggregate time period of three years. The Authority will notify the tenant in writing 60 days prior to the expiration of the deferral to notify them as to whether the termination will be deferred again, or if assistance will be terminated.

### **13.8 Changes in Family Size and Composition**

Family composition changes that result in an over or under housed situation determination will be made by the Authority or upon the request of the participant or as a result of the recertification-process. The unit size determination will be made in accordance with the Authority's occupancy standards. Over and under housed families will be placed on a Wait List for transfer in accordance with transfer procedures presented in the next section. Families will not be placed on the transfer list for a period of two years as of the date of initial move-in. Please see Transfer Section 15 of this policy for details.

Increases in family size, (other than birth) but as a result of adoption, or court awarded custody must be reported. If the additional family member will cause overcrowding, the Authority will place the family on the transfer Wait List.

Family members over the age of 17 or emancipated minors who move away from the dwelling unit to establish new households will be removed from the lease in accordance with 24 CFR 966.4(f) (3). The head of household has the responsibility to report the move-out within 30 days of the occurrence and complete the process that will result in a change of the lease agreement.

These individuals may not be admitted to the unit and must apply as new applicant households for placement on the Wait List. The authority in making determinations under this paragraph shall consider medical hardship or other extenuating circumstances. (This practice is in affect in order to address the conditions of over/under-housed tenant families).

### **13.9 Additions to the Household**

It is the HHA policy to permit only those persons listed on the most recent certification form to occupy a dwelling unit. Except for family member births, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit.

Following the receipt of a family request to add a member to the lease, the HHA will conduct a pre-admission screening of the proposed new member. The results of the screening will be used to determine whether the addition will be approved. Additions that result from birth or children (under 13) adopted or added through a kinship care arrangement are exempt from the screening process, however, additions of children other than by birth must be reported to Authority.

Residents who fail to notify the authority of additions to the household or permit persons to occupy a dwelling unit without undergoing notification and pre-screening are in violation of the lease. Such persons are considered unauthorized occupants and the entire household is subject to eviction.

### **13.10 Effective Date of Rent Adjustment**

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

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

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

If the family failed to comply within the time frame allowed for the submission of the Annual Recertification the increase will be made effective on the anniversary date of the lease agreement even if it results in a retroactive increase of rent back to the date of anniversary. If the new rent determination results in a decrease the rent will be effective the following month in which the change was reported if submitted prior to the 15<sup>th</sup> day of any given month.

#### *Special Reexaminations*

If a 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 authority may schedule special reexaminations every ninety (90) days until the income stabilizes and an annual income can be determined.

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

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

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

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

Decreases in rents are effective the first day of the month following the date the change was reported provided the change was reported within thirty (30) days of its occurrence and by the 15<sup>th</sup> day of any given month and the family complied with the verification requirements and re-exam process.

**13.10 Effective Date Of Rent Adjustment (Continued)**

Increases in rent that have not been submitted in a timely manner are retroactively effective to the day the increase should have occurred. Increases in rent that have not been reported in a timely manner are subject to a late rent payment penalty for each month the increase was not reported.

Decreases in rent that have not been reported on a timely basis will be effective the first month subsequent to reporting if the change is submitted prior to the 15<sup>th</sup> day of any given month.

**13.11 Procedures When Changes Are Not Processed Due to Authority Errors**

If the Authority makes a calculation error during the recertification or the interim examination, an additional examination will be conducted to correct the error. The household will not be charged retroactively for payments they would have owed, but will receive credit for overpayments.

Additionally, if the Authority fails to process the changes in a timely manner when submitted, for any other reason, increases in tenant’s rent will not take effect until the Authority completes processing the change, and a 30-day notice has been granted. If a decrease in rent occurs, the overpayment by the family will be calculated retroactively to the date when the Authority should have had the processing completed, if the family submitted the change prior to the 15<sup>th</sup> day of the month the family will be credited for that amount.

**13.11 Procedures When Changes Are Not Processed Due to Authority Errors**

	<b>Changes Cause Increase in Tenant’s Rent</b>	<b>Changes Cause Decrease in Tenant’s Rent</b>
<b>Household Reports Changes within 30 days</b>	Effective on the first of the month following a 30-day notice.	Decrease in tenant rent will be effective on the first of the month following completion of processing.
<b>Household Fails to Report Changes within 30 days.</b>	Increased 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 under payment and may be required to make a lump-sum payment to the Authority.	Decrease in tenant rent will be effective on the first of the month following completion of processing by the Authority. If in that time, the family pays the former rent amount, there will be no credit to the tenant’s account.

### 13.12 COMMUNITY SERVICE / SELF-SUFFICIENCY REQUIREMENT

The regulation requires that any adult family member, who is a resident of public housing and is not exempt, must:

- 1) Contribute 8 hours per month of community service (not including political activities) or
- 2) Participate in an economic self-sufficiency program for 8 hours per month or
- 3) Perform 8 hours per month of combined community service and self-sufficiency activities.

**Exemptions are as follows:** An adult who

- 1) Is 62 years or older
- 2) Is blind or disabled individual and who certifies that because of this disability she or he is unable to comply with the service provisions.
- 3) Is a primary caretaker of such individual
- 4) Is engaged in work activities
- 5) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act., or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program or
- 6) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

#### HOW HHA WILL ADMINISTER THE SERVICE AND SELF-SUFFICIENCY REQUIREMENT

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#### PROCESS

At the first annual re-certification on or after January 1, 2001 and each annual re-certification thereafter, the Hartford Housing Authority's Housing Department will do the following:

- A. Identify all adult family members who are not exempt from the community service and self-sufficiency requirement.
- B. A "Notification Letter" will be sent to the Head-of-Household as well as all other adult members in the family informing them that they must fulfill the community service/self-sufficiency requirement effective upon the date of their first annual re-certification on or after October 1, 2003.
- C. Management will meet with the resident to determine whether they are Required to comply with the Community Service Requirement or a Self-

### **13.12 COMMUNITY SERVICE / SELF-SUFFICIENCY REQUIREMENT (Continued)**

Sufficiency Program as described in the following paragraphs.

- 1) **Community Service Program:** To ensure that the community service requirement is met, we will work collaboratively with the Community Agencies.
- 2) We will establish an Individual Service Plan for each individual and inform them of what is expected of them.
- 3) Management on a monthly basis will keep a written progress report on each individual's performance and will confirm when an individual has met the service requirement.

### **ASSURING RESIDENT COMPLIANCE**

- 1) The lease shall specify that it shall be renewed automatically for all purposes unless the family fails to comply with the community service/self-sufficiency requirement. Violation of the community service/self-sufficiency requirement is grounds for the non-renewal of the lease at the end of the twelve-month lease term.
- 2) Certifications will be required from third parties that a resident has complied with the community service/self-sufficiency requirement.

### **NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE/SELF SUFFICIENCY REQUIREMENT**

The Hartford Housing Authority will notify any resident in writing who is not in compliance with the Community Service/Self-Sufficiency Requirement. The notice to the resident will:

- 1) Briefly describe the noncompliance
- 2) State that the HHA will not renew the lease at the end of the twelve month term unless:
  - a) The tenant and any other non-compliant resident, enter into a written agreement with the HHA to cure the non-compliance.
  - b) The family provides written assurance satisfactory to the HHA that the tenant or other non-compliant resident no longer resides in the unit.
- 3) State that the tenant may request a grievance hearing on the HHA determination not to renew the lease and that the tenant may exercise any available judicial remedy to seek timely redress for the HHA's non-renewal of the lease because of such determination.

## **14.0 Family Debts**

This chapter discusses the Authority's policies regarding the collection of debts and the specific guidelines that will be followed to secure payment. Specifically, it discusses the assessment of debts, repayment agreements, and the penalties incurred for debts due to fraud.

### **14.1 Assessment of Debt**

Before a debt is assessed to a household, the Authority must obtain documentation to support that the debt is owed. The Authority must also document the method of the debt's calculation, in a clear format.

The Authority will make every effort to collect outstanding debts including the following means:

- Request a lump-sum payment
- Civil suits
- Repayment agreements
- Reductions
- Use of collection agencies
- Credit bureaus
- Income tax set-off programs

## **14.2 Repayment Agreements**

A repayment agreement is a formal document signed by the head of the household or the spouse executed between the family and the Executive Director of the Authority acknowledging a debt in a specific amount, and agreeing to repay the amount due over a specific period of time. Additionally, the agreement details special provisions of the agreement, and the remedies available to the Authority upon default.

Repayments will be considered late if the Authority does not receive them before the close of business on the last day of the month in which the payment was due. The Authority has the option of terminating, or granting an extension based on the reason for the late payment. If the household is habitually late with its payment, the Authority will initiate lease termination proceedings.

If a household and the Authority enter a repayment agreement, the amount of the monthly repayment will be determined according to the household's current income. The minimum monthly repayment amount will be \$10.00. The maximum time period for the repayment agreement will be 12 months unless the Executive Director or his designee grants an exemption. If the household requests to transfer to another unit, it must pay the balance of the repayment agreement in full before receiving approval for transfer. The Authority will not enter into a repayment agreement if the household already has a repayment agreement in place, or if the Authority determines that fraud has been committed.

## **14.3 Debts Due to Fraud/Nonreporting of Information**

The Authority's definition of program fraud and abuse is a single act or pattern of actions that constitutes false statement, omission, or concealment of substantive fact, made with intent to deceive or mislead, that results in the overpayment of subsidy on behalf of the family.

Households who owe money to the Authority as a result of willful program fraud will be subject to termination of their lease agreement.

## 15.0 Transfers

Transfers are defined as mandatory or voluntary movement of families within or between public housing sites. The HHA permits transfers for emergency, administrative and good cause and incentive purposes. Emergency and administrative transfers are mandatory and take precedence over new admissions. Good cause transfers can be mandatory or voluntary depending on the nature of the transfer reason. Incentive transfers are voluntary. All transfers are made without regard to race, color national origin, sex, religion, or family status, or to enforce non-discriminatory practices.

Generally speaking, residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship of the resident or other undesirable condition as determined by the Site Manager (i.e., residents can be transferred, at their request, to a same size unit to accommodate a disability).

Residents will receive one offer of transfer. In the case of Mandatory transfers, a refusal of an offer of a suitable unit will result in lease termination. In the case of Voluntary transfers, refusal of an offer of a suitable unit will result in the removal of the household from the transfer list. The suitable occupancy standard for new admissions is applicable for transfers.

Families eligible for transfer must be in compliance with the terms and conditions of the lease agreement prior to consideration for transfer. Transfer from one development to another development must be accompanied with a letter of recommendation from the Site Manager.

Residents will bear the cost of transfers. Transfers requested by the authority will be at no cost to the resident, except were the tenant has signed a waiver agreeing to be responsible for the transfer costs.

Resident families will be eligible to be placed on the transfer list upon completing two years of residency or as of the initial date the authority is informed of changes in family composition or other acceptable reasons as listed in this policy that will require a transfer. Determination of the family to be placed on the transfer list will be made once all supporting documentation is received that justifies the need.

Resident transfers should be distinguished from temporary or permanent relocation. Relocation resulting from modernization or revitalization action of the HHA. Relocation may or may not result in a transfer, depending on the options made available to and accepted by the resident (i.e., offer of a Section 8 certificate, temporary market housing, displacement payment). Should a resident be subject to relocation (temporary or permanent) will be offered a public housing unit as part of a relocation option, the resident will be placed on the transfer Wait List. Once placed on the transfer Wait List, the standard offer and acceptance procedures apply to the family being relocated.

## 15.1 Types of Transfers

HHA's transfer policy identifies types of transfers, to establish the priority by which families will be placed on the Wait List and transfer units will be offered. Emergency and administrative transfers will take priority over new admission occupancy. Good cause will be made on a one by three ratio for each new admission. Each type of transfer and priority status is discussed in this section. Families housed under section 5.2 (exception to normal size unit assignment) must comply with specified provisions or emergencies when deemed necessary by authority.

Emergency transfers are necessitated when the unit or building conditions poses an immediate threat to resident life, health or safety, as determined by the authority. Emergency transfers take precedence over new admissions. Emergency transfers may be made to:

- Permit repair of unit defects hazardous to life, health or safety.
- Alleviate verified medical problems of a life threatening nature.
- Protect members of the household from attack by criminal element, upon threat assessment by a law enforcement agency.

Administrative transfers are necessitated when the unit or building conditions pose safety concerns; family circumstances pose hardship or safety concerns, or as a result of over/under housed conditions. Administrative transfers for good cause are mandatory and take precedence over new admissions. Administrative transfers may be made to:

- Remove; to safety residents that have witnessed a crime and are faced with reprisals, victims of hate crimes.
- Alleviate medical problems of serious nature of a resident family that requires a unit with accessible features.
- Permit modernization of units.

## 15.1 Types of Transfers (Continued)

Good cause transfers are made to maintain the occupancy standards of the authority, address hardship conditions of families and to preserve the social and economic balance within communities. Good cause transfers initiated by the authority are mandatory. Good cause transfers do not take precedence over new admissions. For every three new admission a good cause transfer will be completed on a one to three ratio as deemed necessary by the authority. Good cause transfers may be made to:

- Correct over/under housed conditions in accordance with occupancy standards. Family must be in residency at least two years from the initial date of occupancy for placement on the transfer list.
- Correct and avoid concentrations of economically or socially deprived families or eliminate pockets of segregation.
- Address certain hardship conditions of families not related to safety or medical circumstances.
- Address families who have documented a need for reasonable accommodation due to a disability.
- Address Domestic Violence documented by the police department verifying the claim may be considered upon submission of evidence. Family will be required to sign a document stating they will not release the location of their new residence, to the party responsible for the abuse and threats. As a result, if the aforementioned occurs the family will not be eligible for a second transfer if it is determined that the family was responsible for the release of their whereabouts.
- Other good cause transfers may be made at the discretion of the HHA.

Incentive transfers are requested or offered to residents who have exemplary rental histories. Incentive transfers take precedence over new admissions for scattered site and recently modernized units. New admission will not be housed directly into a scattered site unit. Incentive transfers into recently modernized units will be conducted on a three to one ratio for each new applicant.

Resident requests for incentive transfers must be made to the site manager. The site managers may also make recommendation for incentive transfers, should such a designated unit become available. In order to be considered for an incentive transfer the following conditions must be met:

- Resident in good standing in a public housing unit for at least three consecutive years.

### **15.1 Types of Transfers (Continued)**

- No repayment agreement of unpaid balance for the last two years.
- No history of neighborhood disturbance that resulted in corrective action or lease violation.
- Good housekeeping record

The above criteria are applicable to all transfers.

### **15.2 Processing Transfer Requests**

All transfer requests are placed on a Master Transfer Wait List by development by priority (i.e., Emergency, Administrative or Good Cause). Within each priority type, assignment is made in order of the date the request was initiated. Residents are notified in writing of transfer determinations. Resident transfer requests are screened and verified by the Site Manager. If the request is approved the application for transfer is placed on the transfer Wait List. If an available unit is not available within the development the family may be transferred to another complex at the discretion of the Authority.

The transfer request process may be initiated by:

- HHA staff following an annual or interim re-examination as a result of a change in family composition or other administrative good cause reason.
- HHA staff as a result of housing unit inspection, and as a result of hardship or safety considerations.
- As a result of relocation needs due to modernization or revitalization activity, that includes a transfer offer within or between public housing developments.
- At tenants request when a change in household composition or an acceptable documented medical situation occurs.

A tenant that has received a formal transfer offer is to be given (7) days to move personal belongings. If the transfer has not been completed and keys to the former unit are not returned within the (7) day period, a per diem rent for the former unit will be charged in addition to the charge for their present unit. Keys must be returned to the appropriate Site Managers' Office.

If the tenant refuses a suitable unit offer, the authority may terminate the tenants' lease in accordance with the lease provision. In the case of a resident requested transfer, if the tenant refuses a unit offer, the tenant will be removed from the Wait List and the family will not be permitted to request placement on the transfer list for a period of two years unless change of family composition mandates the transfer.

### **15.3 Eligibility for Transfer**

Unless otherwise required by law (i.e., court ordered transfer), only tenants in good standing are eligible for tenant requested transfer approval. To qualify for good standing, a family must not be delinquent in rent, have demonstrated a pattern of late payments, or not have outstanding charges remaining on its account. The family must not have poor housekeeping habits or have not caused excessive damage to the current unit it occupies.

Tenant eligible for transfers between developments are limited to:

- Families requiring unit size or type changes that do not exist in their current development.
- Accommodating modernization or revitalization activity.
- For alleviating hardships once receipt of documented evidence is reviewed and accepted by the management.
- To address emergency transfer situations.
- To promote achieving desired levels of income mixing.

### **15.4 Extended Family and Scattered Site Transfers**

Members of an extended family (e.g., mother, daughter, granddaughter, etc.) may not be separated into two dwelling units through the transfer application process. However, separation of extended families into two units may proceed as a result of a modernization or revitalization “relocation to transfer”. Specific family members may apply for a separate unit using the new admissions application process. Members of such a family are not eligible for a preference status.

In filling vacancies for scattered site units, transfers will take precedence over new admissions.

### **15.5 Suspension of Transfer Wait List**

The HHA reserves the right to revise or suspend its transfer policy because of its efforts to increase or decrease vacancies, or other management initiatives. Transfer requests during times of revision or suspension will be treated on a case by case basis at the discretion of the Executive Director. (Assignments will be reviewed by category and based on time of application.

When the HHA intends to rehabilitate or revitalize a development and such activities require temporary or permanent relocation; a Relocation Plan will be prepared in collaboration with the affected residents. The plan will delineate relocation options, preferences, and timeframes. Such preferences may affect the order of selection for transfer applicants. Any such Relocation Plan in conflict with the transfer policy will serve as an amendment to the HHA transfer policy.

## **16.0 Discretion to Consider Violation Circumstances**

The Authority will use its discretion to consider all of the circumstances in each case of denial/termination. These circumstances will include the following:

- The seriousness of the case.
- The extent of participation or culpability of individual household members.
- The effects of denial or termination of assistance on other household members who were not involved in the action or inaction in question.

Additionally, the Authority will attempt to identify the members of the household who participated or culpable, and impose as a condition of continued assistance that these individuals no longer reside in the assisted unit. An interim recertification based on the change of household composition will be completed.

## 16.1 Eviction Procedure

The attached eviction procedures represent the current policies and management methods employed by the Hartford Housing Authority (hereinafter called the Authority) to evict tenants from public housing. From time to time, it may be necessary to add or modify certain procedures due to changes in Federal and State Laws as well as court decisions. Efforts will be made to develop these changes in cooperation with the Hartford Tenants Rights Federation, Superior Court Housing Session and management personnel.

Evictions are undertaken in order to maintain the Authority's rental payment schedules and to ensure a safe and secure tenancy for all of its residents. The procedures contained herein establishes the Authority's eviction procedures resulting from:

Non Payment of Rent,  
Serious Nuisance Violations,  
Material Non-Compliance of the Lease.

### A. Non Payment of Rent

The Rent Collection office is located at **180 overlook Terrace**, Hartford. The office hours are Monday through Friday 12:00 p.m. to 4:30 p.m. The mail slot is open 24 hours a day every day. After the termination date on the Notice to Quit, all payments made to the Authority must be made by money order, cashier's check or certified check.

The Authority will make every effort to work with the tenants to resolve any obstacles to the tenant's fulfillment of their rental payment obligations under the terms of their lease. If a tenant believes he/she has special circumstances or needs which prevented them from paying their rent, they should contact their Hartford Tenants Rights Federation representative before they are served with any eviction papers. Every effort will be made to work with the Federation and the tenant to address the particular circumstances of the tenant. If a tenant believes he/ she has special circumstances or needs which prevent them from paying their rent, they should contact their property manager before they are served with any eviction. After which the information will be forwarded to a staff member identified by the Executive Director for review. Every effort will be made to work with the Federation and the tenant to address the particular circumstances of the tenant.

## 16.1 Eviction Procedure (continued)

AT ANY STAGE IN THIS PROCESS, A TENANT MAY PAY ALL THAT IS DUE.

Step 1. On or about the 11<sup>th</sup> day of any given month, the termination notices are to be prepared.

Step 2. The marshal is to serve the termination notices on or about the 15<sup>th</sup> day of the month.

Step 3. Between the date the notices are served and the vacate date (near the end of the month), the Authority will check to see if any payments have been made.

Step 4. Within two (2) days of the vacate date all writs will be prepared.

Step 5. Approximately the first of the month the marshal will serve the writs. The writs will be returnable to court on or about the 15<sup>th</sup> of the month.

Step 6. Tenants will have approximately eight (8) days to come and pay all that they owe: past month's rent, current month's rent and costs.

Step 7. If no payments have been made, the writs will be returned to court four (4) days before the return date.

Step 8. The case will be withdrawn if the tenant pays all rent, fees and charges to this point unless the tenant is a repeat offender, has other outstanding debts to the Hartford Housing Authority or within the last six months has received written notice of an adverse decision against them, which has not been overturned by a grievance hearing. The tenant shall be considered a repeat offender if an eviction case has been started against them in court at least once in the prior twelve-month period.

Step 9. In court, the Authority may elect to enter into a written stipulation (agreement) with the tenant to pay off all that they owe. The stipulation will be the same for all tenants. The tenant must pay their arrearage in full within three months of the time the stipulation is entered. If other problems exist as defined in Step 8, the Authority is not obligated to enter into a stipulation.

Step 10. If no stipulation is entered into, the attorney will proceed to obtain judgment. If a tenant wants to pay in full after a judgment is obtained, the attorney may reopen the case provided the tenant pays any court fee for reopening the judgment and enter into a stipulation as provided for in Step 9. If other problems exist as defined in Step 8, the Authority is not obligated to reopen the judgment and enter into a stipulation.

## **16.1 Eviction Procedure (continued)**

Step 11. If a tenant defaults on a stipulation, the accounting department will prepare an affidavit to enable the attorney to obtain execution on the judgment.

Step 12. The attorney will obtain an execution against the tenant after a default motion is drafted.

Step 13. The marshal and the property manager will, at least three (3) days prior to the actual eviction, physically go to the tenant's unit and deliver an Authority notice notifying the tenant of the day the marshal is coming to evict. The Systems Management Department will verify the name on the lease as the same name on the execution. The accounting department will verify the amount the tenant owes.

Step 14. The day before the scheduled eviction, the marshal will verify with the accounting department that no changes have occurred and prepare the movers.

Step 15. Marshal evicts the tenant.

### **The Schedule of Charges for Eviction Services**

The charges imposed on tenants for the eviction procedure are marshal's fees, attorney's fees, court costs, and Authority's fees. The marshal's fees will not exceed the specified statutory rates. Court costs and attorney's fees will be based upon the actual cost to the Authority. The Authority will impose a \$25.00 late fee for rental payments that are made after the tenth of the month. Tenants will also be charged a return check fee, which is the actual cost imposed upon the Authority by the servicing financial institution.

(Please see Appendix X for fee schedule)

### **B. Serious Nuisance Evictions**

For the purposes of this section "serious nuisance" means (A) inflicting bodily harm upon another tenant or the landlord, or threatening to inflict such harm with the present ability to effect the harm, and under circumstances which would lead a reasonable person to believe that such threat will be carried out; (B) substantial and willful destruction of part of the dwellings; (C) immediate and serious danger to safety of other tenants or the landlord; or (D) using the premises, or allowing the premises to be used, for prostitution or the illegal sale of drugs.

## **16.1 Eviction Procedure (continued)**

If Management determines that a serious nuisance violation of the type described above has occurred, the violation will be documented and a memorandum to the Deputy Director of Operations will be prepared. An appointment will be made with the Deputy Director of Operations to discuss the violation to which Management will bring the memorandum, documentation and the tenant file.

If the Deputy Director of Operations concurs with Management, s (he) will recommend eviction to the Executive Director. If eviction is approved by the Executive Director, the tenant file will be sent to the Authority's attorney so that eviction proceedings can be commenced. The tenant is not entitled to the use of the Grievance Procedure to forestall an eviction under serious nuisance. Additionally, the Authority will not enter into a stipulated agreement with a tenant that has committed a serious nuisance violation.

### **C. Material Non-Compliance with the Lease**

All of the Authority's residents must sign a comprehensive lease. This lease clearly states the obligations of each resident in order for them to participate in one of the Housing Authority's Federal or State housing programs. If a tenant fails to comply with the lease provisions, the following procedure will apply

The Housing Coordinator and staff shall attempt to hold a conference with the tenant, where adequate written notice is given, and the Hartford Tenants Rights Federation is notified of the conference date.

If the matter cannot be settled at the conference to the satisfaction of management, or the tenants fails to attend the conference without notice, Management shall send the tenant a certified letter informing the resident(s) of the lease violation and that they have a fifteen (15) day period to correct the violations, and offering the resident(s) a right to dispute the findings through a grievance hearing. A copy of the letter will be forwarded to the Hartford Tenants Rights Federation.

If the problem is not corrected to Management's satisfaction within the 15-day period and the tenant has not requested a grievance hearing, Management will schedule a meeting with the Deputy Director of Operations and bring a memorandum recommending the eviction, along with the tenant file and all documentation. If the Deputy Director of Operations concurs, s (he) will recommend eviction to the Executive Director. If the Executive Director approves of the eviction, all materials will be transmitted to the Authority's Attorney so that eviction proceedings can be commenced.

## **16.2 Termination Due to Ineligible Immigration Status**

The termination of families who are participants in the low income housing program as of June 19, 1995, and are subject to termination due to ineligible immigration status of all members of the family, or because a “mixed” family chooses not to accept proportion of assistance, may be temporarily deferred for up to three years to provide the family time to make a transition into low income affordable housing. The Authority will not delay, deny, or terminate assistance to an applicant because of immigration status until the primary and secondary hearings are completed. If the assistance contract is denied or terminated, the Authority will follow the procedures established in this Section. Deferral will be granted in six-month increments. The family will be notified in writing at least 60 days in advance of the expiration of the deferral period. Termination will not be deferred if granting another deferral that will result in an aggregate deferral of more than three years or a determination has been made that other affordable housing is available.

## **16.3 Termination Due to Abandonment**

“Abandonment” means the occupants have vacated the premises without notice to the Authority and do not intend to return, which intention may be evidenced by the removal by the occupants or their agent of substantially all of the possessions and personal effects from the premises and either (1) nonpayment of rent for more than two months or (2) an express statement by the occupants that they do not intend to occupy the premises after a specific date.

If all the occupants abandon the dwelling unit, the Authority may send notice to each occupant at their last-known address both by regular mail, postage prepaid, and certified mail, return receipt requested, stating that (1) the Authority has reason to believe that the occupant has abandoned the dwelling unit, (2) the Authority intends to reenter and take possession of the dwelling unit unless the occupant contacts the Authority within ten days of the receipt of the notice, (3) if the occupant does not contact the Authority the Authority intends to remove any possessions and personal effects remaining in the premises and to re-rent the premises, and (4) if the occupant does not reclaim such possessions and personal effects within thirty days after the notice, they will be disposed of as permitted by this section. The notice shall be clear and simple language and shall include a telephone number and a mailing address at which the Authority can be contacted. If the notices are returned As undeliverable, or the occupant fails to contact the Authority within ten days of receipt of the notice, the Authority may reenter and take possession of the dwelling unit, at which time any rental agreement or lease still in effect shall be deemed to be terminated.

The Authority shall inventory any possessions and personal effects of the occupant in the premises and shall remove and keep them for not less than thirty days. The occupant may reclaim such possessions and personal effects from the Authority within said thirty-day period. If the occupant does not reclaim such possessions and personal effects by the end of said thirty-day period, the Authority may dispose of them, as the Authority deems appropriate.

## **16.4 Termination Due to Death of Sole Tenant**

In the event of the death of a sole occupant of a dwelling unit subject to a monthly lease or a lease for a specified term the authority has elected to incorporate Public Act No 01-133. If the authority acts in accordance with the aforementioned provision the authority will not be required to serve notice to quit as provided in Section 47a-23 of the general statutes which requires commencement of the summary process. Action shall be not be brought against the authority under section 47a-43 of the general statutes if the authority chooses to take action in accordance with Public Act 01-133

## **16.5 Record Keeping**

A written record of every termination and/or eviction will be maintained by the Site Management Office, and contain the following information:

- Name of resident, and number and identification of the unit.
- Date of the Notice of Lease Termination and any other notices required by law to initiate lease termination and eviction.
- Specific reasons for Notice issuance, terms of lease breached and other pertinent facts.
- Date and method of notifying tenant.
- Summaries of any conferences held with the residents, including dates, times, participants and conclusions.

## **16.5 Families Permanently Ineligible**

- Families with members who have been convicted of manufacturing methamphetamine on the premises of an assisted housing unit or project will be terminated.
- Families with members registered as sex offenders will be terminated.

## **17.0 Informal Review for Applicant / Informal Hearing Procedure for INS**

### **Informal Review For Applicants**

The informal review applies to applicants and focuses on factors related to eligibility and admissions.

If the authority notifies the applicant that they do not meet the established criteria for eligibility and admissions the applicant may request an Informal Review. The applicant must outline and submit in writing the reason(s) for such a request.

Reasons for requesting an informal review are limited to the following:

- Denying placement on the Wait List.
- Denying participation in any Public Housing Program.
- Denying a preference in determining the eligibility for the Public Housing Program.

The HHA is not required to provide an opportunity for informal review for the following:

- To review discretionary administrative determinations by the HHA, or to consider general policy issues or regarding applicants.
- To review the HHA determination of the number of bedrooms determined under the standards established by the HHA in accordance with HUD regulations.
- Any crime or drug related criminal activity committed by the applicant.
- Applicant determined to be ineligible due to over-income.
- Applicant determined ineligible to participate in the 5 (H) program due to under-income for purposes of purchasing as set forth in the authorities' 5(H) program requirements.

The authority will respond to the applicant within 15 days of receipt of the request for an Informal Review.

If the authority denies placement on the wait list to an applicant based on a criminal record, the authority must provide a copy of the criminal record to the applicant. The authority must give the opportunity to the applicant to dispute the accuracy and relevance of the record, in the informal review process in accordance with 982.554.

## **17.0 Informal Review for Applicant / Informal Hearing Procedure for INS**

### **Informal Hearing Procedures For Denial Of Assistance On The Basis of Ineligible Immigration Status**

The family may request that the Hartford Housing Authority provide for an Informal Hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision. After the request is received by the Authority with regard to an Informal Hearing, they will follow the procedures detailed in Section 2.0(G) of the Public Housing Grievance Procedure Handout.

## 18.0 Grievance Procedure (Continued)

### 1. Definitions

- a. The terms “we”, “us”, and “our” mean the Housing Authority of the City of Hartford.
- b. The terms “you” and “your” mean the adult person(s), other than live-in-aides, who reside in the unit, and who executed the lease with us as lessee of the dwelling unit; if no such person resides in the unit, the remaining adult of the household members whose rights, duties, welfare, or status are or may be adversely affected by our act or failure to act. If you file a grievance with us, you are a Complainant.
- c. The term resident organization means the Hartford’s Tenant Rights Federation or any similar organization to benefit the tenant’s rights or resident management corporations.
- d. Grievance means a dispute with respect to our act or failure to act as required by the lease. It also means a dispute as to interpretation or application of our regulations or policies.
- e. Proposed adverse action means any of the following proposed decisions by us concerning you:
  - (1) A proposed decision to require you to move to another dwelling unit;
  - (2) A proposed decision determining:
    - (A) The amount of the Tenant Rent payable by you to us or the amount of utility reimbursement by you to us;
    - (B) The amount of HHA charges in addition to Rent or;
    - (C) The amount you owe us for Tenant Rent or HHA charges;
  - (3) If we do not conduct a recertification of Family income and composition:
    - (A) For more than a year after the last recertification, or
    - (B) After receiving information concerning a change in Family income or composition between regularly scheduled recertifications;
  - (4) A proposed decision to take other specific, concrete, and affirmative individualized action contrary to your interests;
  - (5) Any alleged failure by us to take individualized action requested by you.
- f. Deadline means that we must receive your grievance within fifteen (15) calendar days of your receipt of your notice of proposed adverse action. We may grant you an exception from the deadline if we determine that the exception is justified by individual circumstances.

## 18. Grievance Procedure (Continued)

### 1. When Opportunity for Hearing Available

- a. You shall have an opportunity for a hearing on any proposed adverse action by us, as defined in Section 1.
- b. You will not have an opportunity for a grievance hearing if the Authority elects to terminate your tenancy or evict you for serious nuisance as defined in Connecticut Law.
- c. Action or failure to act by us concerning general policy issues which apply to a broad group or groups of tenants (including determinations of the HHA's schedules of fees or utility allowances) does not constitute adverse action by us, and we are not required to provide the opportunity for a hearing to consider such issues or grievances.

### 2. Notice of Proposed Adverse Action

- a. We shall give you written notice of a proposed adverse action. The notice shall:
  - (1) Contain a specific statement which describes the proposed adverse action and the reasons for the proposed adverse action;
  - (2) State that you may request a hearing under our grievance procedures;
  - (3) State how to request a hearing and the deadline for requesting a hearing.

### 3. Filing of Grievance

- a. **If we take any adverse action against you as defined in (1d) above and you are not satisfied with our action, you, your lawyer or other representative may file a grievance.**
- b. Your grievance must be in writing and state:
  - (1) (A) What you object to and why;  
(C) What action you request HHA to take.
  - (2) You must sign your grievance.
  - (3) You must file your grievance before the deadline, which is fifteen (15) calendar days after notice of our proposed adverse action, which is the basis of the grievance.
  - (4) You or your representative must file your grievance in person, if possible at the management office of the project where you live or at our office at 180 Overlook Terrace, Hartford. If you cannot deliver your notice in person, you may mail your grievance, certified mail return receipt requested.
  - (5) You shall keep a copy of you grievance. You must request that the HHA date-stamp all copies of your grievance when we receive them.

## **18.0 Grievance Procedure (Continued)**

- (6) You should discuss the grievance informally with us, to try to settle it without a hearing.
- (7) If you do not request a hearing in the time allowed in Paragraph 4. b (3), you will waive your right to a hearing. Our decision as stated in our answer will become final but you will not have waived any rights to contest our decision in court.

### **5. Continued Payment of Rent**

- a. You must pay us the full amount of your rent and continue to make such payments promptly until completion of the grievance hearing.

Failure to make escrow deposit of your rent will terminate the grievance procedure.

No escrow deposit will be required in order to access the grievance process by a family seeking a hardship exemption (see # 8.13 E)

- b. If you are disputing an increased rent, you must pay the amount of your old rent in effect before the notice of increase until a decision has been made on your grievance.
- c. If you are disputing charges other than rent, you will not be denied an opportunity for a grievance hearing because you have not paid the disputed charges in full, but you must file for a grievance hearing within fifteen (15) calendar days of receipt of the notification letter of the charge.
- d. Any increase or decrease will be retroactive to the date of notice of increase.
- e. There will not be any hearing fees or cost imposed upon you.

### **6. Right to a Hearing**

- a. **If you file a written request as set forth in paragraph 4.b above, you are entitled to a hearing. The hearing will be held before the hearing officer.**

### **7. Requesting a Grievance Hearing**

- (1) We shall deliver or mail to you a written answer to your grievance in a reasonable time, generally fifteen (15) calendar days. We shall file a copy with your grievance in our office. The answer will be dated and signed.

## 18.0 Grievance Procedure (Continued)

(2) The answer will state:

- (A) Our decision as to what we propose to do about your grievance, and our reasons;
- (B) Your right to a hearing;
- (C) The steps you must take to obtain a hearing;
- (D) Your right to have a lawyer or other representative at the hearing.

### 8. The Hearing Officer

- a. A hearing under the grievance procedure shall be conducted by a person or persons designated by us who may be our employee or officer.
- b. The hearing officer shall be someone other than the person who made or approved the decision for the proposed adverse action under review or a subordinate of such person.
- c. The hearing officer may regulate the conduct of the grievance hearing in accordance with our grievance procedures.
- d. We shall consult the resident organization before appointment of each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by us before the appointment.
- e. At your own expense, you may be represented at the hearing by a person of your choice.

### 9. The Hearing

- a. We shall proceed with the hearing within fifteen (15) calendar days and in accordance with our grievance procedures.
- b. The hearing must be a fair hearing. Any party may be represented at the hearing by an attorney or other person.
- c. The hearing shall be private unless you request that it be public, but any person who has valid interest in the hearing may attend.
- d. We shall consult the resident organization before appointment of each hearing officer or panel members. Any comment or recommendations submitted by the tenant organizations shall be considered by us before the appointment.

## **18.0 Grievance Procedure**

- e. Before the hearing, you may, at your expense, inspect and copy all of our documents, records, and regulations regarding your grievance. If you asked us to make a document available to you before the hearing, and we did not do so, we cannot use the document at the hearing. You may, at your own expense, make a record of the hearing by stenographer or other means.
- f. If you fail to appear at a grievance hearing, the hearing officer may postpone the hearing for five (5) business days. The hearing officer may also find that you waived your right to a grievance hearing.
- g. You may present evidence and arguments in support of your grievance. You may contest all evidence on which we rely. You may cross examine each witness on whose testimony we rely. The hearing officer shall receive all oral and written proof which applies to the grievance without regard to the rules of evidence for judicial proceedings.

## **10. Decisions of the Hearing Officer**

- a. The hearing officer shall base his decision only on facts presented at the hearing, and on HHA, HUD and State regulations. We will be obligated to follow the decision of the hearing officer if it is consistent with the law, the Annual Contributions Contract, State regulations and to the extent set forth in Paragraph f below.
- b. We may agree to a stipulated decision. If so, we shall submit it in writing to the hearing officer.
- c. The hearing officer shall prepare his written decision, which shall include his findings and conclusions. The decision shall also state the reasons for his findings and conclusions. The hearing officer shall mail or deliver copies of the decision to you, your representative, and HHA within fifteen (15) calendar days of the grievance hearing.
- d. We shall keep the decision in our files. We shall delete all names and identifying references. We will make the decision available for a prospective complainant or his representative to inspect.
- e. We will keep on file any court decision, or related settlement arising out of the hearing officer decision. We will make this available for inspection.
- f. We will not follow the hearing officer's decision if our Board of Commissioners determines:
  - (1) The decision concerns a matter for which an administrative grievance hearing is not required;
  - (2) The hearing officer acted arbitrarily or exceeded his authority;

**18.0 Grievance Procedure (Continued)**

(3) The decision is contrary to HUD or state regulations or requirements, or otherwise contrary to Federal, State or local law.

g. If our Board of Commissioners so determines that it will not follow the decision of the hearing officer, they will promptly notify you in writing in thirty (30) days of the determination, and of the reasons for the determination.

**11. Tenant Non-Use of Grievance Process**

a. Your failure to use the grievance procedures will not remove any right(s) that you may have to a court hearing on your grievance.

**12. Accommodation of Persons with Disabilities**

a. We shall provide reasonable accommodation including qualified sign language interpreters, readers, accessible locations or attendants for persons with disabilities to participate in the hearing. If you are visually impaired, any notice to you will be in an accessible format.

## 19.0 Decision of The Hearing Officer

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fifteen (15) calendar days after the hearing. A copy of the decision shall be sent to the resident and the HARTFORD Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the HARTFORD Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

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

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

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

It is the policy of the Authority that all tenants are treated fairly, and have the benefit of all protections that are granted to them under Federal, state and local laws. This chapter describes the Authority's policies and procedures concerning the hearing process. It discusses tenant notification, procedures for filing hearings, the hearing process; consequences for failing to appear for scheduled hearings, and accommodations for the handicapped.

Grievance procedures deal with program participants and focus on factors related to continued participation in the program and level of assistance. The grievance procedure is incorporated by reference in all tenants dwelling leases. The grievance procedure is in place to provide tenants with due process before eviction from a dwelling unit. However, the HHA excludes tenant grievances concerning a termination of tenancy or eviction that involves:

- If the authority determines that it has reasonable cause to believe that the person's abuse or pattern of *abuse of alcohol* may interfere with the health, safety or rights to peaceful enjoyment of the premises by other residents or employees.

## **19.0 Decision of The Hearing Officer (Continued)**

- Any drug-related criminal activity on or near the HHA premises.

Refer to the HHA Grievance Procedure to notify the HHA of a grievance.

## **20.0 Accommodations For Persons with Disabilities**

The Authority will provide reasonable accommodations, including accessible locations or attendants for persons with disabilities to participate in the hearing. If the applicant or tenant is visually impaired all notices and pertinent documents will be provided in an accessible form.

## **21.0 Recordkeeping, Posting And Revisions**

In accordance with its consolidated ACC, the HHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. In addition, the Authority must furnish to HUD accounts and other records, reports, documents and other information as required by HUD.

The HHA will maintain the following information for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants.
- An application from each eligible/ineligible family.
- Unit inspection reports.
- Lead-based paint inspection records.
- Latest reexamination forms.
- Income verification forms.
- Copies of relevant correspondence.
- Interim re-examination forms and related records.
- Records concerning denial of assistance, or termination of assistance.
- All Authority records and determinations concerning informal reviews or hearings affecting an applicant.
- Applicable records supporting and documenting the eviction process.
- List of families that have been evicted.
- Family Service Record that identifies all agreements the Authority has had with the family or others on behalf of the family, information and support services supplied at the briefing session(s), referrals provided, and response to complaints or requests for assistance.

## **21.0 Recordkeeping, Posting And Revisions (Continued)**

The Authority will develop internal statistical reports and other program data that reflect program statistics on a current basis. This report should include both current and cumulative statistics for the following:

- Percentage of minority families assisted.
- Percentage of single-parent head-of-household families assisted.
- Percentage of assisted families on welfare.
- Percentage of assisted families with earned income.
- Percentage of assisted families who have been evicted.
- Percentage of assisted handicapped or disabled families.
- Percentage of assisted elderly families.
- Number of families who applied for the program but were not assisted.
- Number of units accessible to non-elderly handicapped or disabled assisted families.
- Number of assisted families in each census tract (or enumeration district) in the Authority's jurisdiction.
- Number of families receiving disciplinary action of program abuse.

### **21.1 Posting Requirement**

All schedules of special charges, and associated rules and regulations are subject to change by the HHA. In accordance with 24 CFR 966.5, the HHA will give at least a 30 day written notice to each affected tenant setting forth the proposed modification, the reason therefor, and provide the tenant an opportunity to present a written comment that will be taken into consideration by the HHA prior to the proposed modification to become effective. Notice will be considered given if the HHA (1) delivers the notice directly or through the mail to each affected tenant (including on the monthly rent bill); or (2) posts such a notice in three conspicuous places within each structure or building in which the affected dwelling units are located as well as within the Site Office.

## **22.0 PET POLICY**

### **22.1 PETS IN PUBLIC HOUSING**

The Hartford Housing Authority will allow for pet ownership in its developments with written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating, or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to the Hartford Housing Authority harmless from any claims caused by action or inaction of the pet.

### **22.2 EXCLUSIONS**

This policy does not apply to animals that are used to assist persons with disabilities. assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

### **22.3 Types and Number of Pets**

The Hartford Housing Authority will allow only common household pets such as domesticated dogs, cats, birds, rodents and fish in aquariums in units. All pets must be spayed and neutered.

- ◆ Only one (1) pet per unit allowed.
- ◆ Pit bulls or any other animal deemed to be potentially harmful to the health or safety of others will not be allowed.
- ◆ Reptiles are not allowed except turtles.
- ◆ No animal may exceed forty (40) pounds in weight.

### **22.4 Approval**

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Dog Registration Form that must be fully completed before the Housing Authority will approve the request. The form must be accompanied with:

## **22.4 Approval (Continued)**

- ◆ A picture of the dog.
- ◆ A current dog license. Proof of annual physical examination performed by a license veterinarian.
- ◆ Inoculation record.

## **22.5 Inoculations**

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

## **22.6 Pet Deposit**

- ◆ The Hartford Housing Authority may or will require a refundable pet deposit in the amount of one months rent for residents under 62 years of age. The Housing Authority may use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the development, including but not limited to, the costs of repairs, replacement, fumigation of the unit, etc.
- ◆ Senior citizens will be exempted from the requirement of this section.

## **22.7 Financial Obligation of Residents**

Residents shall pay for the costs of repairs, any and all damages caused by the pet to the building, grounds, flooring, trim, finish, tiles, carpeting, and other appurtenances. If damage is in the nature of stains or chemical requiring the removal of stains and such damage cannot be restored to the original condition, residents shall pay the full cost and expense of replacing the item.

## **22.8 REMOVAL OF PETS**

If in the judgment of the Hartford Housing Authority the pet has become objectionable by reason of noises, odor, animal waste, barking and damage to the building or apartment, the Authority at its discretion at any time require residents to remove the pet from the premises.

## **22.9 RULES AND REGULATIONS**

- ◆ Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages/dog houses may be constructed).

## 22.9 RULES AND REGULATIONS (continued)

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

- ◆ The pet owner must feed, bath and care for his/her dog in accordance to established anti cruelty laws.
- ◆ Pets shall not be allowed out of the apartment unless in the custody of an adult resident and on a leash. If the pet is a bird, it shall be caged at all times.
- ◆ Pets will be allowed only in designated areas on the grounds of the projects.
- ◆ Pets shall under no circumstances be permitted on the playgrounds, swimming areas, recreational facilities, community rooms, building hallways or tied to a clothes line poles or window grills.
- ◆ Pet owners must clean up after their pets and are responsible for disposing of pet waste.
- ◆ Residents must take appropriate action to protect their pets from fleas and ticks.
- ◆ All dogs must wear a tag bearing the residents' name, phone number and date of the latest rabies inoculation.
- ◆ Pets cannot be bred or used for any commercial purpose.
- ◆ A pet owner must physically control or confine his/her pet during the times when
- ◆ Housing Authority employees, agents of the Housing Authority or others must enter the pet's owner apartment to conduct business, provide services, enforce lease terms, etc.
- ◆ Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.
- ◆ If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Hartford Housing Authority property within 24 hours of written notice from the Housing Authority. The pet owner may be subject to termination of his/her dwelling lease.

## **22.9 RULES AND REGULATIONS (continued)**

- ◆ A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from the Hartford Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.
- ◆ In the event of illness or death of pet owner, or in case of emergency, which would prevent the pet owner from properly caring for the pet, the Hartford
- ◆ Housing Authority has permission to call the City of Hartford Animal Control Officer to take the pet away from the premises. The pet owner assumes all responsibility for all expenses incurred.

## **22.10 Visiting Pets**

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

## **23.0 Computer Matching for Income Discrepancy Requirement**

Public Housing Authorities are required in accordance with the Privacy Act of 1971 to review and submit quarterly reports on discrepancies being identified by the U.S. Department of Housing And Urban Housing Development (HUD) through computer matching. The Public Housing entities will receive information with regard to income discrepancies that appear between the information reported through MTCS the Internal Revenue Service and Social Security Administration. The authority will not receive the amount of the discrepancy of income but only notification that a discrepancy exists. The law does not permit that information submitted to the IRS be released to anyone but the person reporting the data. Public Housing Authorities are required to submit on a quarterly basis.

Please note even if the tenant vacated the authority must follow through on recovering the rental assistance. The Income Discrepancy Resolution Guide will assist you in understanding HUD's new requirements in addition to providing sample letters and calculation discrepancy forms needed to establish the over-payment of rental assistance the tenant received.

### **Programs affected will be as follows:**

- PHA Public Housing
- Section 8 Tenant-Based
- Section 8 Project Based
- Rent Supplement
- Rental Assistance Program
- 202 and 811 Project Rental Assistance Contract
- 202/162 Project Assistance Contract

## **23.1 Computer Matching Process**

Residents of public housing will receive from the Real Estate Assessment Center (REAC) notification of income discrepancies. The authority is therefore required to contact the resident forty (40) days of receipt of the income discrepancy letter via telephone or by letter and document the resident file. To assist the authority HUD has provided a 1-800-298-0289 that the resident may telephone for translation, the resident will hear a recorded translation of the discrepancy letter and the fact sheet describing HUD's income verification program.

The authority will receive notification of the income discrepancy letters sent to tenants by REAC. Notifications of tenant income discrepancies are sent in the form of a list, by development.

Residents are required to telephone their manager and make arrangements to present themselves at the manager's office with the correspondence received from the Real Estate Assessment Center (REAC).

### **23.1 Computer Matching Process (Continued)**

The Managers must review the list of names and establish if each tenant listed is still in residence, therefore in receipt of rental assistance. The following information must be reviewed:

- Head of Household Name and SSN;
- Tenant Name and SSN;
- Total annualized tenant income computed by HUD based on data in MTCS or TRACS

The information collected from these updates will be used by REAC to determine if the authority has complied with the following:

- Resolving income discrepancies and identifying false positive discrepancies;
- Identifying excess rental assistance;
- Recovering excess rental assistance; and
- Terminating assistance for those tenants who fail to report.

Managers must verify the tenants that have vacated since the tenant is no longer in receipt of Rental Assistance. Tenants that have vacated must be identified as a false/ Positive.

If the resident does not telephone the authority to schedule an appointment within forty (40) days from the date of notice then the Manager is to contact the TASS Technical Assistance Center at 1-888-708-TASS (8277) to request that REAC send a second letter. The PHA is required to verify the address of the resident in question when placing the call to TASS. A second letter will be sent to the resident within one week of the call being received by TASS. If after forty days has elapsed from the date of the second letter sent and the resident fails to contact the authority then the authority must then place a third telephone call to TASS for a third letter to be sent. The third letter is sent via certified mail. If after the third letter the resident does not respond the authority is to send a letter to the Head of Household requesting disclosure of the letter. The authority must indicate that three letters were sent by REAC to one or more family members with regard to their rental assistance and that they were directed to contact the authority upon receipt of the letter. The authority must also inform the resident in the letter that termination proceedings will commence if they do not contact the authority within one week.

If the tenant again states that they did not receive the third letter the tenant must come in for a meeting to complete IRS forms 4506 and 8821. This form will permit the authority to receive the tenant's tax return.

If the resident does not respond after receiving the letter from the authority the Authority must send the resident a letter stating the following.

- Inform resident that they did not attend the scheduled meeting. Therefore the resident did not comply with the requirement of signing IRS forms 4506 & 8821.
- Notify tenant that termination of their contract will commence within one week.

### **23.1 Computer Matching Process (Continued)**

If the resident complies, and schedules a meeting to resolve the tenant discrepancy then a determination is made as to whether the tenant agrees or disagrees with the notification. The tenant must provide evidence to substantiate their case. Authority staff must check watermark on the notification letter sent to the tenant.

During the meeting the authority must check the notification letter received by tenant to establish the following:

1. verify head of household
2. Tenant name and SSN and
3. Total annualized income computed by HUD based on the data in MTCS and tracs.

Determine whether the discrepancy was a false/positive by reviewing the following information. Upon determining if it is a false/ positive the information must be submitted to HUD REAC Center via the Internet. Please review the following to determine if the Income Discrepancy is a false/ positive:

- Tenant not on housing assistance rolls
- Tenant did not receive assistance for the full match year
- The authority identified the discrepancy prior to HUD notification
- The tenant was not required to report interim increase of income during the match year
- Tenant reported income correctly. Additionally the income reported in HUD's tenant letter was correctly reported during the appropriate/relevant re-certification affecting match year rental assistance
- Tenant reported income but the HUD data shown in the notification was incorrect
- Tenant income shown in HUD letter is excluded in calculation based on program requirements. This also includes tenants subjects to market or ceiling rents
- Tenant was required to report changes of income but the difference reported was less \$1,000.
- Income identified in HUD letter was incorrect and the tenant showed proof
- Tenant reported correct income and no discrepancy exist

***Questions that the authority must review to determine the accuracy of the income discrepancy amount or if there exist a discrepancy.***

1. Did the family receive assistance for the entire year or did they move out at any time during the year in question? How many months did the tenant remain in residence for that calendar year?
2. Were any family members removed justifying the reduction of income for that family member within that calendar year?

### 23.1 Computer Matching Process (Continued)

3. Determine if more than one family member received an income discrepancy letter.
4. Review policy in place to establish if the authority had in place a ceiling or market rent for the year in question.
5. If the tenant vacated in the year in question the authority must establish the actual move out date, since at times the MTCS database is incorrect.
6. Authority must check effective date of re-certification, as it could be possible that the resident was not up for re-certification. This will result in a **false/ positive**. Authority must submit data to HUD on a quarterly basis of the determination of a false/ positive along with an explanation.
7. Does the authority have in place an Interim reporting policy therefore requiring tenant to submit all changes of income.
8. The authority must determine if the income for the year in question encompasses part of the prior years certification. Therefore a monthly calculation must be completed to determine the monthly Rental Payment Assistance.
9. The authority must establish actual date of employment so they can correctly calculate the income for the year in review.

#### Exclusions of Income

The authority must determine if the tenant was eligible for the exclusions listed below are examples of exclusions of income. Please also review 24 CFR Part 5.609 for additional exclusions of income. In determination of income Discrepancies the following income is not counted to determine the tenant rent:

- Training Program exception for 18 months;
- Lump-Sum additions to family assets, such as inheritances or insurance settlements
- Addition to assets;
- income received under certain training programs;
- Green Thumb program that provides near elderly families or elderly families with employment income is excluded since it is funded with federal funds.
- Payments received for the care of foster children
- Payments for student financial assistance
- Payments received under certain training programs
- Payments for adoption assistance
- Temporary or sporadic income payments
- The income of a live-in Aid (not a family member)
- Reimbursements for medical expenses
- Income of family members under the age of 18.
- Payments or Allowances under JTPA, now referred to as Workfare Investment Act of 1998

### 23.1 Computer Matching Process (Continued)

- Any allowance paid under the provisions of 38 U.S.C. 1805 to a child Suffering from Spina Bifida who is the child of a Vietnam Veteran
- Any amount of crime victim compensation under the victims of crime acts

The authority must complete the worksheet (provided in the Income Discrepancy Resolution Guide) along with reviewing Income Discrepancy Letter and third party income verification to establish the monthly amount of rental subsidy the tenant was entitled too. Please note if the amount of the income discrepancy is less than \$ 1,000 for that calendar year then the authority is to report the case as False/Positive as the income is not required to be reported. For calculation information please see pages 15 & 16 of the Income Discrepancy Resolution Guide. Samples of the calculations are provided on pages 13, 14, & 15.

#### **Obtaining Repayment of Excess Rental Assistance**

Once the authority determines that a household received excess rental assistance payments they must attempt to recover the over-payment.

Repayment options may include the following:

- Tenant repayment of excess assistance in full;
- Tenant repayment of excess through the use of a repayment agreement;
- Authority may decrease prospective rental assistance without the use of a formal repayment agreement therefore increase the rent to market rent;
- Repayment through legal action (such as garnishment).

**Current HUD rules permit PHA's to retain 100% of the recovered excess rental assistance of tenants under the Public Housing Program.**

#### **Initiating Legal Action**

When the tenant refuses to comply by virtue of signing the repayment agreement and or the authority does not increase the rent to the market rent the authority can begin the legal proceedings to obtain payment. **The tenant must be given due process.** The authority's decision to pursue legal action may depend on the following factors:

- The likelihood that funds could be recovered;

### **23.1 Computer Matching Process (Continued)**

- The cost to recover funds are not excessive and does not offset the amount of recovery; or
- The willingness of courts to uphold the claim.

If the authority decides to pursue legal action they must contact TASS to request copies of materials related to the receipt or non-receipt of certified mail.

#### **Definition of Due Process**

In accordance with the Computer Matching and Privacy Act of 1988, Public Law 100-503, no recipient agency, non-Federal agency, or source agency may suspend, terminate, reduce or make a final denial of any financial assistance or payment under a Federal benefit program to such individual, or take other adverse action against such individual as a result of information produced by such matching programs, until an officer or employee of such agency has independently verified such information.

#### **Referral to Inspector General**

In cases of egregious abuse the authority can choose to send the case to the inspector general. The following information must be sent along with the request:

- Summary of fraudulent act and how it occurred;
- All relevant applications and certification forms that contain false statements;
- Public records and documents obtained during verification and research efforts that show tenant falsified their application or reexamination forms;
- Potential witness list (to include names, addresses, telephone numbers, and summary of information each has relevant to the case);
- The calculations of fraudulent subsidy received, including comparison of subsidy calculations based on what the tenant reported and what the actual amount of income received;
- A chronology of events and summary by the authority of the efforts made on the case;
- Copies of material related to certified mail sent to tenants as described in the Income Resolution Discrepancy Guide.

#### **Initiating Termination of Assistance /Tenancy under Housing Program**

The authority can pursue legal action to terminate tenancy, i.e., evict a tenant, due to material noncompliance which include failure to supply all required household income on a timely basis. If the authority decides to evict they must give the tenant written notice. Please note the Tenant must be given due process.

### **23.2 Computer Matching Reporting Requirements**

The authority is required to submit information with regard to the discrepancy resolution, of each case, via the Internet to the Real Estate Assessment Center (REAC) on a quarterly basis.

## **24.0 Lead Based Paint Introduction**

The purpose of the Lead Based provision 24 CFR, Part 35 is to establish procedures to eliminate as far as practicable lead-based paint hazards in residential property assisted under the U.S. Housing Act of 1937. In addition the provision is to insure that a lead-based hazard does not exist in buildings, which house young children under the age of six.

### **24.1 Lead Based Paint Process**

#### **REQUIREMENTS FOR NOTIFICATION, EVALUATION AND REDUCTION OF LEAD BASED PAINT HAZARDS IN FEDERALLY OWNED RESIDENTIAL PROPERTY AND HOUSING RECEIVING FEDERAL ASSISTANCE**

The provisions included in 24 CFR 35, et al will be incorporated to the Admissions and Occupancy Plan for Public Housing and Tenant Based Rental Assistance programs and will be thoroughly adhered to. The following narrative highlights the areas of importance in the regulation.

#### **PUBLIC HOUSING**

##### **PURPOSE:**

The purpose of this regulation is to insure that housing receiving Federal assistance does not pose lead based paint hazard to young children.

##### **BACKGROUND:**

Childhood Lead poisoning causes reduced intelligence, low attention span, reading and learning disabilities and many other adverse health effects. Nearly one million children still have excessive levels of lead in their blood, making lead poisoning a major environmental disease. Lead based paint in housing is the major remaining source of exposure and is responsible for most cases of childhood lead poisoning today.

Title X of the Housing and Community Development Act of 1992 states that a lead based paint hazard is any condition that causes exposure to lead from lead contaminated dust, lead contaminated soil, or lead contaminated paint that is deteriorated or present in chewable surfaces, friction surfaces or impact surfaces that would result in adverse human health effects.

## **24.1 Lead Based Paint Process (Continued)**

There are two methods of evaluating lead based paint hazards or lead based paint.

1. One method, risk assessment includes dust wipe sampling and other environmental sampling to identify lead based paint hazard.
2. The other inspection (or lead based paint inspection) determines only the presence of lead based paint.

### **DISCLOSURE RULE**

The rule requires that, before completing a transaction, sellers and lessors of applicable housing (housing built prior to 1978) must:

1. Provide purchasers and lessees with the lead hazard information pamphlet approved by EPA.
2. Disclose all known information about the presence of lead based paint or lead paint hazards.
3. Provide lessees with any available records or reports pertaining to the presence of lead based paint or lead based paint hazards.
4. Provide lessees a warning statement about the dangers of lead based paint.

### **METHODOLOGY**

1. The Housing Authority must complete a lead based paint inspection for all pre-1978 units.
2. If a lead based paint inspection has found the presence of lead based paint, or if no lead inspection has been conducted the Housing Authority must conduct a risk assessment in accordance to the following schedule. Housing built before 1960, risk assessment must be completed by March 15, 2001; housing built after 1959 by March 15, 2002.
3. The five-year funding request plan for CIAP and CGP should be amended to include the schedule and funding for lead based paint activities.
4. Each PHA must abate all lead based paint and hazards identified in the evaluations.
5. The PHA must abate lead-based paint and hazards in accordance with 35:1325 during the course of physical improvements under the modernization.

## **24.1 Lead Based Paint Process (Continued)**

6. Interim control of dwelling units in which any child who is less than 6 years of age resides and common areas servicing those dwelling units shall be completed within 90 days after the completion of the evaluation conducted under 35.1115.
7. Interim control of dwelling units not occupied by families with one or more children under 6 years of age, common areas servicing those dwelling units shall be completed within 12 months after the completion of the evaluation conducted under 35.1115.
8. Properties built before 1978 and propose to be acquired for a family project; a lead based paint inspection and risk assessment will be conducted in accordance to 35.1320. If lead is found, abatement is required before occupancy.
9. The provisions of 35.1120 relative child with an environmental intervention blood level will be thoroughly adhered to by the Housing Authority.

### **TENANT BASE RENTAL ASSISTANCE**

#### **PURPOSE:**

Establish procedures to eliminate as far as practicable lead based paint hazards in housing occupied by families receiving tenant base rental assistance.

#### **APPLICABILITY:**

The regulation only applies to dwelling units occupied or to be occupied by families or households that have one or more children of less than 6 years of age, common areas servicing such dwelling units, and exterior painted surfaces associated with such dwelling units.

#### **NOTICES AND PAMPHLETS:**

1. The owner shall notify resident in cases where evaluation and paint stabilization is undertaken.
2. The owner must provide the lead hazard pamphlet in accordance with 35.130.

## **24.1 Lead Based Paint Process (Continued)**

### **INITIAL AND PERIODIC INSPECTIONS:**

1. Visual assessment for deteriorated surfaces in accordance to HUD procedures will be conducted of all painted surfaces to identify deteriorated paint.
2. The owner must stabilize each deteriorated-painted surface in accordance to 35.1330.
3. If unit is occupied the stabilization efforts must take place within 30 days.
4. The owner must provide notice to occupants in accordance with 35.125. The owner must
5. Disclose the results of the clearance inspection.
6. Owner must continue maintenance activities under 35.1355.
7. The provisions of 35.1225 relative child with an environmental intervention blood level will be thoroughly adhered to by the Housing Authority.

## **24.2 Lead Based Paint Reporting Requirements**

The authority is required to report the name and address of a child identified as having environmental intervention blood level to the Public Health Department in addition to reporting the information to the HUD field office.

## ACRONYMS

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

## ADMINISTRATIVE PLAN UPDATE LOG INSTRUCTION

The Administrative Plan Update Log is a tool that will allow the user to determine if the Administrative Plan is current, and when the last update was completed. It has been designed to provide the user with specific information including the update number, a description of the changes, the page (s) that were changed, the source document that authorized the changed, the effective date and duration of the changed, and Board resolution number that amends the Administrative Plan (if applicable).

The log is divided into eight columns. The following is a description of each column and how it is to be used:

**Update Number:** The update number is a five digit code (XX-XXX) used to track the number of annual updates. The first two digits represent the year the update was completed. The last three numbers are sequential beginning with 001.

**Description:** The column will contain a short description of the policy changes.

**Pages Changed:** This column identifies the pages that have been removed or replaced due to the policy change and updates

## **PURPOSE, CONTENTS AND MAINTENANCE**

This Administrative Plan has been designed to be used as a governance document to ensure local policies comply with HUD program rules; as a user manual to assist Authority staff to operate the program in compliance with prescribed rules; and as a reference document to ensure the program procedures are up to date and program practices consistently applied. The next paragraphs further describe each of these uses. The narrative then introduces the contents of the document and finally sets out the requirement for maintenance and control of the Plan.

The primary purpose of this document is to evidence that the Authority has adopted a written plan that establishes local policies for the administration of the program in accordance with HUD requirements. The second use is to provide administrative and procedural guidance for staff to operate the program in accordance with program rules and Authority policy. In this regard the document is an operations manual containing an organized presentation and clear delineation of the LIPH Program components and procedures used to operate the program.

The third use of this document is that of a reference guide. Here the document contains updated regulations, rules and notices that have been issued by HUD, and cross reference notations and tables to assist in policy interpretations.

The Authority's Administrative Plan is framed in terms of the LIPH Program components. Each program component contains a discussion of the HUD requirements, references to applicable HUD rules and notices, Authority policy decisions regarding the local administration of the program, procedures to implement the program components, and forms and other tools used in the operation of the program.

Numerous appendices accompany the Administrative Plan. Appendix I contains program certifications, acknowledgments and policy statements. Appendix II provides cross-reference tables to program rules and regulation, and logs to document program currency. Appendix III is a program glossary of terms. Appendix IV contains documents to control document updates and distribution.

Maintenance of the Administrative Plan is to be conducted in accordance with HUD regulation for Board approval of all policy changes and Submission of Plan revisions to HUD. The Director of the Occupancy Department must certify the integrity of the Administrative Plan on an annual basis.

**Appendix I**  
**Low Income Public Housing Amendment Log**

<b>Description</b>	<b>Date Submitted</b>	<b>Date Approved</b>	<b>Resolution Number</b>	<b>Effective Date</b>
Process of Verification /Eligibility Documentation Requirements 7.1	November 14, 2000	November 14, 2000	2000- 10	1/1/2001
Annual Agency Plan & HQWRA/ Public Housing Reform Act (Final Rule)	November 14, 2000	November 14, 2000	2000- 10	1/1/2001
New Pet Policy	November 14, 2000	November 14, 2000	2000- 10	1/1/2001
Computer Matching Income Verification via Real Estate Assessment Center (REAC)	November 14, 2000	November 14, 2000	2000- 10	9/7/2000
Lead Based Paint Disclosure & Requirements	November 14, 2000	November 14, 2000	2000-10	September 15, 2000
Memorandum of Understanding between PHA & TANF Agency	In Process			
One Strike (Zero Tolerance) Policy	2/11/1997	2/11/1997	97-05	2/11/97
Changes to the Lease	November 14, 2000	November 14, 2000	2000-10	1/1/2001
Implementation of Public Law 106-504 regarding eligibility of FAS citizens whose residence is under Section 141 of the Compact are eligible to receive housing assistance.	October 16, 2001	October 16, 2001		November 13, 2000
Use of Criminal Record for Denial authority will provide access of information received to applicant.	October 16, 2001	October 16, 2001		March 24, 2001
Additional Income Exclusions	October 16, 2001	October 16, 2001		April 20, 2001
Rent office Change of address & change of monetary amount for late fee when rent is paid after tenth of month	October 16, 2001	October 16, 2001		October 16, 2001
Glossary Definition of Full-time Student includes Vocational Schools	October 16, 2001	October 16, 2001		April 20, 2001

<b>Appendix I Low Income Public Housing Amendment Log Description</b>	<b>Date Submitted</b>	<b>Date Approved</b>	<b>Resolution Number</b>	<b>Effective Date</b>
Changes to lease	October 16, 2001	October 16, 2001		October 16, 2001
Reporting of unauthorized Resident Aliens	October 16, 2001	October 16, 2001		September 28, 2001
Increase of Flat Rents in New Stowe Village	May 13, 2003	May 13, 2003	2003-	May 12,2003
Sex Offender Policy Appendix V	September 2003	September 2003		September 2003
Miscellaneous charges	September 2003	September 2003		September 2003
Smoke Detector Policy Appendix VI	September 2003	September 2003		September 2003
Rules & Regulations # 18 Swimming Pool Rule	September 2003	September 2003		September 2003
Eviction Procedure	September 2003	September 2003		September 2003
Community Service Reinstatement	September 2003	September 2003		September 2003
Increase of Flat Rents Family Choice Form	September 2003	September 2003		September 2003
Satellite Dish Policy	September 2003	September 2003		September 2003

**Appendix II**

**PIH NOTICES LOG**

<b>PIH</b>	<b>DESCRIPTION Admissions &amp; Continued Occupancy Plan Section Changes</b>
Public Law 100-503	Delinquent debts guaranteed by Federal Government 3.7 (R)
PIH 96-16 (HAs)	“One Strike and You’re Out” screening and eviction guidelines for PHA/ 3.7 (S) Grounds for Denial/ 10.1 Obligations of Household, 13.0 Re-examination for Continued Occupancy.
24 CFR Part 5 et al “One Strike Screening” 960.203	Abuse of Alcohol that results in behavior that interferes with peaceful enjoyment of premises by other residents. /10.1 Obligations of the Household/13.0 Re-examination for Continued Occupancy
24 CFR Parts 5, 880.et al. Changes to Admissions & Occupancy Requirements	Imputed Welfare Income/ 13.2 Treatment of Income Resulting from Welfare Program Requirements
24 CFR SubpartF, Changes to Admissions & Occupancy Requirements	Community Service Requirement/10.1 Obligations of the Household/ 13.12 Community Service / Self Sufficiency Requirements
24 CFR Admissions & Continued Occupancy Requirements	Failure to establish Escrow Deposit will terminate Grievance Procedure unless claiming Hardship/ 18.0 Grievance Procedure, 5 (a) Continued Payment of Rent.
24 CFR Admissions Part 5 & Continued Occupancy 966 Part C	Denial of Grievance if it involves a pattern of abuse of alcohol that interferes with health, safety, rights to peaceful enjoyment of residents. 19.0 Decision of Hearing Officer.
24 CFR Part VI / Part 960 Pet Ownership in Public Housing	Policy of Pet Ownership in Public Housing /22.0 Pet Policy
24 CFR 5.240 Family Disclosure of Income Information to the Responsible Entity and Verification	Computer Matching of Income/ 23.0 Computer Matching for Income Discrepancy Requirement
24 CFR Part 35 Dept. of HUD, PIH 96-92(HAs) Environmental Protection Agency	Lead Requirements for Disclosure of Known Lead Based Paint and/or Lead Based Paint Hazards in Housing. / 24.0 Lead Based Paint
CFR Parts 5, 880.et al Admissions & Continued Occupancy & PIH 2000-11 (HA) MOU	Memorandum of Understanding Between PHAs & TANF Agencies In process.

<b>PIH Notice Log</b>	<b>DESCRIPTION Admissions &amp; Continued Occupancy Plan Section Changes</b>
24 CFR Parts 5, 880, et al Admissions & Continued Occupancy	Changes to Lease, added One Strike & You're Out, Behavior due to Abuse of Alcohol, Community Service Requirement & Pet Policy.
24 CFR Parts 5,880, et al Admissions & Continued Occupancy	Changes made to Glossary to incorporate additional Terminology & definitions.
PIH NOTICE 2001- 27(HA) Eligibility of citizens of Freely associated States Federal Register Notice- 24894 for Reporting	Implementation of Public Law 106-504 regarding eligibility of FAS citizens whose residence is under Section 141 of the Compact are eligible to receive housing assistance. Changes to 3.4 Proof of Citizenship or Legal Immigration Status/Reporting.
24CFR parts 5 et al, Screening & Eviction for Drug Abuse & other Criminal Activity	Use of Criminal Record for Denial authority will provide access of information to applicant. 3.9 Initial Eligibility Notification & 7.0 Verification for Admissions 17.0 Informal Review for Applicant/ Informal Hearing for INS
	Rent office Change of address & change of monetary amount for late fee when rent is paid after tenth of month 16.1 Eviction Procedure
	Glossary Definition of Full-time Student includes Vocational Schools Addendum III
CFR 5.609 (c) (17) Additional Income Exclusions pub. 4/20/01	Additional Income Exclusions 8.1 Calculation of Income 23.0 Computer Matching Income Discrepancy Resolution
Notice PIH 2003-17 (HA) September 2003	Reinstatement of the Community Service & Self-Sufficiency Requirement (section 13.12)
<b>Notice PIH 2004-02 effective July 15, 2004</b>	<b>Excess utility consumption charges permissible under the flat rent option for check metered units.</b>
<b>Notice PIH 2004-11 Notice H04-11</b>	<b>Income Calculation regarding Medicare Prescription Cards &amp; Transitional Assistance</b>
<b>Notice PIH 2004-18 (HA)</b>	<b>Verification of Social Security &amp; Supplement Security Income Benefits</b>

## Appendix III

### GLOSSARY

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

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

**Abatement:** Any set of measures designed to eliminate lead hazards including, but not limited to, the encapsulation, replacement, removal enclosure or covering of paint, plaster, soil or other material containing toxic levels of lead and all preparation, cleanup disposal and reoccupancy clearance testing.

**Administrative and Operating Plans-** the plans required by HUD for Public Housing and Section 8 Tenant-Based administrators (Public Housing Agencies) that detail the administrator's policies and procedures.

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

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

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

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

## GLOSSARY (CONTINUED)

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

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

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

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

**Architectural Element:** A single building component with a discrete function. Examples include a windowsill, window apron, window sash, door, etc.

**Architectural System:** A group of architectural elements that are related in function and/ or proximity. Architectural systems include the following: door systems (e.g., doors, door casing, doorjamb, thresholds); window systems; cabinet systems; including shelves; drawer systems; wall systems; chair rail/baseboard systems; staircase and associated railing systems; shelving systems; fireplace systems; and radiator/baseboard heater systems. All other miscellaneous elements that may be found in a housing unit, such as a cast iron tub, should be considered an individual element that does not belong to a "system".

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

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

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

## GLOSSARY (CONTINUED)

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

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

**Certified Lead Abatement Supervisor:** Any person who completes an appropriate approved training course and obtains a certificate as a lead abatement supervisor from the department. A lead abatement supervisor oversees lead abatement activities.

**Certified Lead Abatement-**Any person who completes an appropriate approved training course and obtains a certificate as a lead abatement worker from the department. A lead abatement worker performs lead abatement activities.

**Certified Lead Abatement Inspector** – Any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead inspector from the department. A certified lead inspector conducts inspections to determine the presence of lead in paint, other surface coverings and various environmental media.

**Certified Lead Inspector Risk Assessor** – Any lead consultant who completes an appropriate approved training course and obtains a certificate as a lead inspector risk assessor from the department. A certified lead inspector risk assessor conducts inspections and collects and interprets information to assess the level of risk from lead hazards.

**Chalking-** “The formation on a pigmented coating of a powder evolved from the film itself or just beneath the surface” (ASTM D4214-89). In practical terms, chalking is the formation of a fine dust like that commonly found on a blackboard.

**Chewable Surface-** An interior or exterior surface painted with lead-based paint that a young child can mouth or chew. Hard metal substrates and other materials that cannot be dented by the bite of a child, are not considered chewable.

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

## GLOSSARY (CONTINUED)

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

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

**Clearance Examination-** An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards as defined in CFR 35 et al exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples.

**Community Service-** The performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance residency self sufficiency, or increase resident self responsibility in the community. Community Service is not employment and may not include political activities.

**Community Service Requirement-** The obligation of each adult resident, other than an exempt individual, to perform community service or participate in an economic-self sufficiency program **required** in accordance with 960.603.

**Composite Sample-** is a collection of more than one sample of the same medium (e.g., dust, soil, paint) from the same type of surface (e.g., floor, interior window sill, or window trough) such that multiple samples can be analyzed as a single sample.

**Computer Matching Agreements-** the agreements between HUD and the Internal Revenue Service (IRS) and Social Security Administration (SSA) that allow the matching of data between each entities databases.

**Computer Matching Income Verification (CMIV)-** the process that uses the matching of data between HUD, the IRS, and the SSA to identify potentially unreported tenant income.

**Contract Rent-** the rent HUD, a Public Housing Agency (PHA) or Contract Administrator authorizes an owner to collect for a unit (not public housing) occupied by a family receiving rental assistance.

## GLOSSARY (CONTINUED)

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

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

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

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

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

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

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

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

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

**Discrepancy Letter** – the letter that HUD sends to a tenant indicating that a potential discrepancy exists between a tenant's reported income and a tenant's income identified by Federal tax data. The letter directs the tenant to provide the letter to the tenant's Public Owner Agent (POA).

## GLOSSARY (CONTINUED)

**Discrepancy Notification-** the notification that HUD sends to a POA with a listing of tenants who were sent discrepancy letters. The notification directs POAs to contact tenants and resolve the potential income discrepancies identified in the tenant letters.

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

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

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

**Dust Lead Hazard-** is surface dust that contains a dust –lead loading (area concentration of Lead) at or exceeding the levels promulgated by the EPA pursuant to section 403 of the Toxic Substances Control Act or if such levels are not in effect, the standards in 245 CFR 35.1320.

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

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

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

**Eligible Families-** Low Income families who are eligible for admission to the public housing programs.

**Excess Rental Assistance-** the difference between the amount of rental assistance received by a tenant based on reported income and the amount of rental assistance the tenant was entitled to receive.

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

## GLOSSARY (CONTINUED)

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

**Fair Market Rent** – 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 in accordance 24 CFR, part 888.

**False Positive Discrepancy-** a potential income discrepancy identified from Federal Tax Information matching that upon POA review and/or investigation did not result in unreported income or excess rental assistance or if the discrepancy was less than \$ 1,000.

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

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

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

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

## GLOSSARY (CONTINUED)

**Family Unit Size-** The appropriate number of bedrooms for a family. Family dwelling unit size is determined by the HA under the HA Occupancy Standards.

**Federal Preference Holder-** An applicant that qualifies for a federal Preference.

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

**Federal Tax Information-** The earned and unearned income data provided to HUD by the IRS and SSA under a Computer Matching Agreement.

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

**Friction Surface-** an interior or exterior surface that is subject to abrasion or friction, including, but not limited to, certain window, floor and stair surfaces.

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

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

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

**Housing Agency-** (HA) A state, county, municipality or other governmental entity or public body (agency or instrumentality thereof) authorized to engage or assist in the development or operation of Low Income Public Housing including Indian Housing authority (IHA) ("PHA") and HA which mean same thing.

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

## GLOSSARY (CONTINUED)

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

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

**Income Based Rent-**An income based rent is a tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

**Income Discrepancy-**The difference between the tenant income data maintained in HUD's Tenant databases and Federal tax information.

**Income Limits-** HUD established extremely low, very-low and low- income limits that are used to determine if assisted housing programs applicants qualify for admission to HUD assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas as defined by the office of management and Budget (OMB) and the bureau of Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State. Primary Metropolitan Statistical Areas (PMSAs) applies to Westchester County, New York, for which median income and income limit are computed as if Westchester County is included for purposes of establishing the income limits for the primary Metropolitan Statistical Area in which it is located.

**Flat Rent-** The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy.

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

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

## **GLOSSARY (CONTINUED)**

**Interim Controls-** is a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards. Interim controls include, but are not limited to, repairs, painting, temporary containment, specialized cleaning, clearance, on going lead-based paint maintenance activities, and the establishment and operation of management and resident education programs.

**Interim Recertification Policy-** the policy that determines when a tenant should report income increases. This policy also identifies of a POA recalculates rental assistance and, if so, when rental assistance will be increased

**Jurisdiction-** The area in which the HA has authority under State and Local law to administer the program.

**Lead Based Paint-** is any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces or impact surfaces, and that would result in adverse human health effects.

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

- A. Is determined to be essential to the care and well- being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.  
(24 CFR 5.403(b))

**Local Preference-** A preference used by the HA to select among applicants families without regard to their federal preference status.

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

## GLOSSARY (CONTINUED)

**MSA.** Metropolitan Statistical Area. 1937 Housing Act. The United State Housing Act of 1937 (42 U.S. C. 1437 and following sections). The HUD tenant-based program is authorized by LIPH of the 1937 Housing Act (42 U.S. C. 1437f.)

**Market Rent** – HUD’s determination of the rent, including utilities (except telephone), range and refrigerator, parking, and all maintenance and other essential housing services, which would be required to obtain privately owned rental housing of modest design with suitable amenities in a particular market area.

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

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

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

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

**Multiply Tenant Characteristics System (MTCS)-** HUS’S database for PH programs.

**Notice of Funding Availability (NOFA).** For funding (contract or budget authority) that HUD headquarters invites HA applications by publishing a NOFA in the Federal Register. The NOFA explains how to apply for assistance, and the criteria for awarding the funding.

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

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

## GLOSSARY (CONTINUED)

### **Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

**O/A** –owner or agent that administers HUD’s Section 8 Project Based and other Housing rental assistance programs.

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

**One Strike Policy-** “Zero Tolerance” does not permit illegal drug related activity and other criminal activity that threatens the well being of the public housing community.

## GLOSSARY (CONTINUED)

**Paint Stabilization-** is repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surface to be treated, and applying a new protective coating or paint.

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

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:

1. Is expected to be of long-continued and indefinite duration;
2. Substantially impedes his or her ability to live independently; and

1. Is of such a nature that such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;

## GLOSSARY (CONTINUED)

4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**POA-** the term used to refer collectively to Public Housing Agencies and Owners/Agents administering HUD's Public Housing, Section 8 Tenant-Based , Section 8 Project-Based and other rental assistance programs.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

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

**Public Housing Program** – the same as a Low Rent Program, which is administered by a Public Housing Agency.

**Real Estate Assessment Center (REAC)-** the entity established to assess HUD'S housing portfolio and the entities that administer the portfolio (public housing agencies, owner, and agents).

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

**Residency preference-**a preference for admission of persons who reside in a specified geographic area.

## GLOSSARY (CONTINUED)

**Resident Service Stipend-** A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. No resident may receive more than one stipend during the same period of time.

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

**RISK ASSESSMENT** 1) an on-site investigation to determine the existence, nature, severity and location of lead-based paint hazards; and 2) the provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

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

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

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

**Soil-Lead Hazard-** Bare soil on residential property that contains lead equal to or exceeding levels promulgated by the EPA pursuant to section 403 of the Toxic Substances Control Act or, if such levels are not in effect, the following levels: ug/g in play areas; and 2000 ug/g in other areas with bare soil that total more than 9 square feet (0.8 square meters) per residential property.

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

## GLOSSARY (CONTINUED)

**Substrate-** The material directly beneath the painted surface out of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.

**Tenant assessment System- (TASS)-** the automated system used by HUD to conduct computer matching, creates tenant discrepancy letters, POA discrepancy notifications, and track case resolution.

**Tenant Identifier's** – the tenant's name, social security number, and date of birth.

**Tenant Rental Assistance Certification System (TRAC)-** a suite of database systems for programs under the Office of Housing. TRACS Tenants is the database, which processes tenant certifications; stores complete data and is the location form which Housing households are drawn for the Computer Matching Income Verification process.

**Tenant Rent-** The amount payable monthly by the family as rent to the unit owner (Section 8 or PHA in public Housing).

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

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

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

**Tenant Repayment Agreement-** the agreement signed between the POA and a tenant in which the tenant agrees to repay excess rental assistance based on the terms specified in the agreement.

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

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

**GLOSSARY (CONTINUED)**

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

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Unreported Income-** the difference between the amount of income a tenant reports and the amount of income a tenant is required to report (minus income exclusions).

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

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

### **GLOSSARY (CONTINUED)**

**Valid Discrepancy-** the situation in which a tenant's rental assistance is decreased based on Federal tax information provided in HUD's discrepancy letter to a tenant.

**Verification-** The confirmation with the tenant of Federal Tax Information that the tenant discloses to the Housing Authority. Confirmation of the federal tax information with employers or financial institutions is essential only if the tenant contests the accuracy of the information.

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**VISUAL ASSESSMENT** is looking for: 1) Deteriorated paint; 2) Visible surface dust, debris and residue as part of a risk assessment or clearance examination; or 3) the completion or failure of a hazard reduction measure.

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

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

**Appendix IV**  
**Low Income Public Housing Procedure Log**

<b>PIH</b>	<b>DESCRIPTION</b>	<b>Admissions &amp; Continued Occupancy Plan Section Changes</b>
Public Law	Reason for Denial due to Delinquent Debts Guaranteed by Federal Government	3.7 Grounds for Denial part R page 50
PIH 96-16 (HAS)	"One Strike & You're Out"	3.7 Grounds for Denial part S page 50 10.1 Obligations of Household page 102 13.0 Re Examination for Continued Occupancy page 115
24 CFR Parts 5, 880 et. al., Changes to Admissions & Occupancy Requirements	Abuse of Alcohol	10.1 Obligations of the Household page 102 13.0 Re-examination for Continued Occupancy page 115
24 CFR Parts 5, 80,880.et. al., Changes to Admissions & Occupancy Requirements	Imputed Welfare Income	13.2 Treatment of income Resulting from Welfare Program Requirements page 117
24 CFR Subpart F, Changes to Admissions & Occupancy Requirements	Community Service Requirements	10.1 Obligations of the Household page 102 13.12 Community Service /Self Sufficiency page 124 Requirement
24 CFR Admissions & Continued Occupancy Requirements	Failure to Establish Escrow For rent	18.0 Grievance Procedure page 144
24 CFR Admissions Part 5 & Continued Occupancy 966 Part C	Denial of Grievance due to Alcohol Abuse Behavior	19.0 Decision of Hearing Officer page 150
24 CFR Part VI/Part960 Pet Ownership in Public Housing	Policy of Pet Ownership In Public Housing	22.0 Pet Policy page 155
24 CFR 5.240 Family Disclosure of Income Information to the Responsible Entity and Verification	Computer Matching of Income	23.0 Computer Matching Income Discrepancy Requirements page 159
24CFR Part 35 Dept.of HUD, PIH 96-92(Has) Environmental Protection Agency	Lead Requirements for Disclosure & Hazards in Public Housing	24.0 Lead-Based Paint page 166
	Changes to Glossary	Addendum III page 177

<b>Appendix IV Low Income Public Housing Procedure Log PIH</b>	<b>Description</b>	<b>Admissions &amp; Continued Occupancy Plan Section Changes</b>
	Process of Verification & Method of Determining Income	7.1 Eligibility Documentation Requirements & Methods page 69
	Damage to Grounds due to Stationing Vehicle on Grass	10.1 Obligations of the Household page 102
	Projected Calculation of Annual Income using DOL when Residents that do not comply with Re-certification Process	8.1 Calculation of Annual Income page 77
	Method of establishing rent if Resident does not comply with The Re-certification Process	13.4 Failure to Cooperate & Report Changes page 118
PIH NOTICE 2001-27(HA) Eligibility of citizens of Freely associated States Federal Register Notice-24894 for Reporting	Implementation of Public Law 106-504 regarding eligibility of FAS citizens whose residence is under Section 141 of the Compact are eligible to receive housing assistance	3.4 Proof of Citizenship or legal Immigration Status / Reporting page 44
24CFR parts 5 et al, Screening & Eviction for Drug Abuse & other Criminal Activity	Use of Criminal Record for Denial authority will provide access of information to applicant.	3.9 Initial Eligibility Notification page 52 7.0 Verification for Admissions page 65 17.0 Informal Review for Applicant/ Informal Hearing for INS page 143
CFR 5.609 (c) (17) Additional Income Exclusions pub. 4/20/01	Additional Income Exclusions	8.1 Calculation of Income 23.0 Computer Matching Income Discrepancy Resolution Page 78
	Rent office Change of address & change of monetary amount for late fee when rent is paid after tenth of month	16.1 Eviction Procedure page 136
	Glossary Definition of Full-time Student includes Vocational Schools	Addendum III page 177

<b>Appendix IV Low Income Public Housing Procedure Log PIH</b>	<b>Description</b>	<b>Admissions &amp; Continued Occupancy Plan Section Changes</b>
September 17, 2002 Eviction Procedure Fee Structure	These charges will apply to issues of Non-payment of rent and material non-compliance	16.1 Eviction Procedure page 138 12.4 Special Charges & Posting Policies page 113
September 17, 2002 Public Act 01-133	Change of procedure due to Death of Sole Tenant	adding section 16.4, page 141
September 17, 2002 Increase of Flat Rents	Increase of Flat Rents Based on new FMR's	8.7 Flat Rents, Page 87
September 17, 2002 Miscellaneous charges	Maintenance and repair costs	12.4 Special Charges & Posting Policies Maintenance & Repair Costs, Page 113
May 13, 2003 Increase of Flat Rents in New Stowe Village	Increase of Flat Rents in New Stowe Village based on 90 % of FMR as it is New Construction	8.7 Flat Rents , Page 87
September 16, 2003 Sex Offender Policy		Addendum V, Sex Offender Policy
September 16, 2003 Smoke Detector Policy		Addendum VI, Smoke Detector Policy
September 16, 2003 Rules & Regulations added # 18, Swimming Pools		Addendum VII, Rules And Regulations on Swimming Pools
September 16, 2003 Satellite Policy		Addendum VIII, Satellite Policy
September 16, 2003 Dwelling Lease		Addendum IX, Dwelling Lease added the Above changes, Smoke Detector rule, satellite Rule
Termination of lease		Part XIII , Termination change of Language in lease agreement

<b>Appendix IV Low Income Public Housing Procedure Log PIH</b>	<b>Description</b>	<b>Admissions &amp; Continued Occupancy Plan Section Changes</b>
September 16, 2003 Eviction Procedure		16.1 Eviction Procedure Change
September 16, 2003 PIH Notice		13.12 Community Service Reinstated
September 16, 2003 Increase of Flat Rents		8.7 Flat Rent Increase
September __ 2004 PIH Notice 2004-11	<b>Medicare Prescription exclusion of income</b>	<b>8.1 Income Exclusions (page 78)</b>
September __ 2004 PIH Notice 2004-02	<b>Excess Utility Consumption Flat Rent Option</b>	
September _2004 Schedule of Charges	<b>Schedule of miscellaneous charges for Tenant caused damages</b>	
September __2004	<b>Emergency Procedures After Hours</b>	
Dwelling Lease Changes	<b>Dwelling lease changes</b>	
September __2004 PIH Notice 2004-18 (HA)	<b>Verification of Social Security &amp; Supplemental Income benefits</b>	

## **Appendix V Sex Offender Policy**

July 3, 2003

**HOUSING AUTHORITY  
OF THE  
CITY OF HARTFORD  
POLICY REGARDING  
TENANTS OR APPLICANTS  
WHO ARE ON THE  
SEX OFFENDERS REGISTRY**

### **TENANTS IN POSSESSION:**

- The Authority may pursue eviction action against a tenant if the crime that requires registration on the Sex Offenders Registry was committed against another tenant or housing authority personnel.
- The lifetime registration under the Sex Offender Program only applies when determining eligibility for public housing. The law therefore, does not provide for eviction of current tenants based on their status as a lifetime registered sexual offenders.

### **APPLICANTS:**

- Under the Quality Housing and Work Responsibility Act of 1998 (“QHWRA”) and the Federal Regulations, state that, notwithstanding any other provision of the law, an owner of federal housing shall prohibit admission to such housing for any household that includes any individual who is subject to a lifetime registration requirement under the State Offender Program.
- If the Authority denies housing of any applicant, the Authority must provide the applicant a copy of the registration information and an opportunity to dispute the accuracy and relevance of the information.
- The Authority may consider relevant information concerning lifetime registration requirements of applicants convicted or found not guilty by reason of mental disease or defect of a sexually violent offense.
- The Authority must give consideration to the time, nature, and extent of the applicant’s or proposed occupant’s conduct, and to factors that might indicate a reasonable probability of favorable future conduct.
- If tenant has falsified or withheld criminal information to gain admission, this tenant may be cited for a lease violation pursuant to paragraph XVII of the lease. The Authority may initiate eviction proceedings for such false and withheld information.

## **Appendix V Sex Offender Policy**

### **CONFIDENTIALITY**

As part of this policy the Authority must insure that any criminal record is maintained confidentially and that it is not misused or improperly disseminated. It is the policy of the Housing Authority to secure and file criminal records in a manner that it will not be accessible to only those officials that have the need to access them. The criminal records are to be filed in a secure and locked filing cabinet. If the criminal records are to be discarded they will be shredded appropriately.

### **SEX OFFENDERS REGISTRY**

The only information that the Authority may disseminate is the information available through the Sex Offenders Registry.

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## **Appendix V Sex Offender Policy**

**Appendix :** Letter informing Residents of a Tenant that is on the Sex Offenders Registry.

### **SAMPLE NOTIFICATION LETTER**

**Date:**

Dear resident:

The Housing Authority of the City of Hartford has received information from the Sex Offenders Registry that Mr./Mrs./Ms. \_\_\_\_\_ is on the Sex Offenders Registry.

This information is a matter of the public record and you can obtain additional information by checking the State of Connecticut Sex Offenders Registry.

Sincerely,

Hartford Housing Authority

SEX OFFENDERS REGISTRY POLICY 092503

## **Appendix VI Smoke Detector Policy**

### **HARTFORD HOUSING AUTHORITY SMOKE DETECTOR POLICY**

**DATE: SEPTEMBER 25, 2003**

#### **GOAL**

To insure that each apartment managed and maintained by the Housing Authority has at least one operable smoke detector at all times in accordance to Connecticut State Statues and HUD regulations. All units built after 1992 must be equipped with at least one battery operated or hard wired smoke detector, or such greater number as may be required by state the Connecticut or the City of Hartford.

#### **APPLICABILITY:**

All Housing Authority managed and maintained units.

#### **HOUSING AUTHORITY RESPONSIBILITIES**

1. The Housing Authority will provide at least one operable smoke detector in each of its rented apartments in accordance to Connecticut State Statue.
2. In the case of hearing impaired residents, the Housing Authority will provide and install a hard wired smoke detector with an alarm system designed for the hearing impaired person in each bedroom occupied by such persons.
3. It is the responsibility of the Housing Authority to repair or replace an inoperable smoke detector in a rented unit within 24 hours of discovery or as reported by the resident.
4. The Housing Authority will inspect and test each smoke detector and batteries in a rented unit at the time of the regular annual inspection or any other inspection.

## **Appendix VI Smoke Detector Policy**

### **TENANT RESPONSIBILITIES**

1. It is the responsibility of the resident to insure that the smoke detector(s) and their batteries that are installed in their unit is/are not altered, tampered with, remain in good operating condition and installed at all times.
2. By signing the “smoke detector agreement” residents agree to test each smoke detector in their unit in accordance to manufacturer’s instructions at least once a month. See sample form below.
3. It is the responsibility of the tenants to report to the Housing Authority immediately an inoperable smoke detector after the discovery of such malfunction during testing or otherwise.
4. If the Housing Authority discovers that smoke detectors or its batteries have been removed, altered or tampered with or by a household, the Housing Authority may impose a charge of \$32.62 (cost of smoke detector and one hour labor charge) for each smoke detector or batteries that was removed, altered and tampered with.
5. The Housing Authority may also initiate eviction action by issuing a 15-day Kappa letter against the leaseholder of the household that removed, altered or tampered a smoke detector or its batteries for creating a health and safety threat to themselves and others within the building that they reside.
6. Any tenant that intentionally damages or removes the smoke detector(s) or removes its’ batteries, and this action leads to a serious safety and health issues that may include the death of a family member or others due to this irresponsible act, it will result in the eviction of this tenant by the Hartford Housing Authority.

**Appendix VI Smoke Detector Policy**  
**HARTFORD HOUSING AUTHORITY**  
**LEASEHOLDER SMOKE DETECTOR AGREEMENT FORM**

**I \_\_\_\_\_ THE LEASEHOLDER AT \_\_\_\_\_ AGREE THAT:**

1. I recognize the importance of a properly working smoke detectors in my apartment for myself, anyone else that lives in the apartment with me, and any visitors as well as those who live around me. In recognition of this, I understand that by signing this agreement I am responsible for making sure that the smoke detectors in my apartment are in proper working order at all times.
2. I will test each of the smoke detectors at least once a month in accordance to manufacturer's instructions.
3. I will report to the housing authority any inoperable smoke detector immediately.
4. If the Housing Authority discovers that smoke detectors or its batteries have been removed, altered or tampered with in my unit, the housing authority may impose a charge of \$32.62 (cost of smoke detector and one hour labor charge) for each smoke detector or batteries that was removed, altered and tampered with.
5. This charge will be payable to the housing authority not earlier than 30 days from the date of the incident.
6. In the event that a member of my household or I alters, tampers or removes a smoke detector or its batteries, the authority will initiate eviction action against my household.
7. If I intentionally damage or remove the smoke detector(s) or its batteries and this action leads to a serious safety and health issue that may include the death of a family member or others due to this irresponsible act, I understand that it will result in eviction by the Hartford Housing Authority.

\_\_\_\_\_  
**Tenant Signature      Date**

\_\_\_\_\_  
**HHA Official Signature    Date**

\_\_\_\_\_  
**Witness Signature      Date**

Smoke detector policy 092503

**Appendix VII Rules & Regulations**

## **RULES AND REGULATIONS OF THE HOUSING AUTHORITY OF THE CITY OF HARTFORD**

1. **CLOTHESLINES:** Clothesline poles are provided for residents' convenience. Residents are not permitted to hang clothes in halls, from windows, or any place inside or outside their apartments. Clothes must be hung in above-designated clothesline areas only.
2. **FENCES:** Residents are not permitted to erect fences on Housing Authority property unless the specifications and fence type are approved by the Authority in writing. Residents will be charged the actual cost of labor for removal of unauthorized construction.
3. **GARBAGE AND TRASH DISPOSAL:** Residents are responsible for putting garbage and trash properly inside of dumpsters and other Authority trash receptacles. Do not deposit refuse or waste of any kind on Housing Authority property.
  - a. **Bulk Waste:** Residents should place items such as mattresses, furniture, or other large household items, next to dumpsters for removal on the regularly scheduled trash removal. Call development office if assistance is required.
  - b. **Recycling:** All residents must follow the prescribed procedures for recycling as established in their particular development. WE MUST RECYCLE, IT'S THE LAW!!! Check with your manager in regards to receptacles and procedures.
  - c. **Residents** will be subject to a charge in addition to rent for the actual cost of labor for the Authority to remove any garbage or trash, as posted in the Development office.
4. **GROUNDS CARE:**

**Grass:** The Housing Authority is responsible for cutting grassy areas in each development.  
**Snow:** The Housing Authority is responsible for removing snow, ice, etc., from the parking lots, walks, and drives.
5. **HALLWAYS/STAIRWAYS:** Cleaning and maintaining common hallways and stairways is everyone's concern. The Authority encourages you to assist in this important health and safety matter.
6. **HAZARDOUS MATERIALS:** Materials which are improperly used may cause hazardous conditions, such as gasoline and propane gas are forbidden to be stored inside Housing Authority buildings other than in areas specifically designated for this purpose in the management area.
7. **INSTALLATIONS:** Television antennas, air conditions, plumbing, and electrical fixtures may be installed maintained at a reasonable noise level, i.e. so as not to disturb other residents.
9. **PARKING:** Residents and visitors are not to park cars on grass, in front of dumpsters, or unpaved areas any where in the housing development. No trucks or other vehicles are permitted on lawns when moving furniture in or out of buildings. School buses, boats, campers, and commercial trucks are not permitted to park anywhere in the housing development. This includes parking lots and Housing Authority maintained only with the written permission of the Housing Coordinator or his/her designee.
8. **NOISE:** Stereos, radios, musical instruments, television sets, and other sound-making devices must be areas within the developments. Do not use parking lots to store inoperable cars. Parking lots cannot be used to repair or service cars. Residents' cars must be registered with the Department Office according to

## Appendix VII Rules & Regulations

Authority procedures. Parking stickers are issued annually and affixed to the right rear windshield. Any cars found in parking lots without Housing Authority stickers will be judged to be improperly parked and are subject to being tagged and towed at owner's expense. Parking is only permitted in designated areas. Any violation of this section will be subject to a charge in addition to rent, as posted in the Development Office.

**NOTE: No Changing or discarding of motor oil on Housing Authority property.**

10. **PETS:** Residents are granted consent to have one (1) appointed common household pet (hereinafter "pet") per unit.
- a. All pets must be licensed and inoculated in accordance with State and City of Hartford laws;
  - b. All dogs must be registered with the development office;
  - c. Pit Bulls and other animals that constitute a danger to residents are not permitted;
  - d. Pets shall not be allowed out of the apartment unless in the custody of an adult resident and on a lease, in a box, cage, or otherwise under physical restraint. If the pet is a bird, it shall be caged at all times;
  - e. Pets shall under no circumstances be playgrounds, swimming pool areas, recreational facilities, laundry rooms, and community rooms;
  - f. Residents must clean-up after their pet;
  - g. If, in the judgment of the Housing Authority, the pet has become objectionable by reason of noises, barking, damage to the building or apartment, etc., the Housing Authority at its discretion anytime may require residents to remove the pet;
  - h. The Housing Authority may require a refundable pet despoit in the amount of one month's rent for residents under 62 years of age. The Housing Authority may use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the developments, including but not limited to, the cost of repairs, replacement, fumigation of the unit, etc.
  - i. Residents shall pay for the costs of repairs, any and all damages caused by the pet to the building, grounds, flooring, trim, finish, tiles, carpeting, and other appurtenances. If damage is in the nature of stains or chemicals requiring the removal of stains, and such damage cannot be restored to the original condition, residents shall pay the full cost and expense of replacing the item.
11. **REMODELING:** Making structural changes to the units is not allowed. Any substantial remodeling of an apartment must be with prior approval of the Housing Coordinator or his/her designee. Residents are eligible to receive Housing Authority supplied paint free of charge every two years. Use of paint not supplied by the Authority must be approved by the Housing Coordinator or his/her designee. Dark colored paints, contact paper, and wallpaper are prohibited.
12. **REPAIRS:** Charge(s) in addition to rent shall be determined in accordance with the Federal and State laws and regulations.

Residents will be charged for the costs of maintenance and repairs beyond normal wear and tear, which shall be collectible 15 calendar days after receipt of written notice of the charge(s). Failure to make payment is a materiel breach of your lease obligation.

## Appendix VII Rules & Regulations

Maintenance and repair costs shall be determined and updated by Management yearly. Charges reflect actual cost of material and labor. A copy of the fee schedule for charges in addition to rent is posted and available at the development office for review.

If resident(s) disagree with a charge(s) in addition to rent, he/she is entitled to request a Grievance Hearing in accordance with Section XIV of the lease.

13. **RESIDENTS OF SENIOR COMPLEXES:** New tenants who are disabled or current tenants, who become handicapped over time, are required to move to a lower floor (i.e. below the seventh floor). Property Managers can respond to the needs of its residents when the need arises. This placement is necessary for the health and safety of the resident population. A determination will be made by Management at the time of Annual Recertification and the move will take place with the resident's written consent.
14. **ROACHES, RATS, INSECTS, & VERMIN CONTROL:** The Housing Authority provides for regular extermination of all apartments and buildings at no cost to the residents. A 48-hour notice is placed under the door of each apartment so that the resident can prepare the apartment properly for extermination. Special extermination is provided where heavy infestation is evident. No resident is to refuse the service, and any exception must be approved by the Housing Coordinator or his/her designee. Refusal of extermination service constitutes a health and safety hazard and renders the resident subject to eviction or a penalty. The Authority discourages residents from performing this function individually, as it defeats the effectiveness of the approved treatment. Any violation of this section will be subject to a charge in addition to rent, as posted in the project office. In addition to regularly scheduled treatment, residents may request extermination services as needed by calling HHA's Central Complaint office.
15. **STORAGE SPACE:** The Housing Authority does not provide storage space except in limited areas as permitted. Any objects, such as motorbikes, mattresses, sofas, or other furniture placed in common areas such as basements, hallways, crawl spaces, etc., will be subject to removal and disposal by the Authority. Residents will be charged for the actual cost of labor for removal.
16. **TREES AND SHRUBBERY:** Trees and shrubbery can be planted on Housing Authority property with the written permission of the Housing Coordinator or his/her designee.
17. **WATERBEDS:** Waterbeds are not allowed in public housing.
18. **SWIMMING POOLS:** The Authority prohibits the installation of swimming pools or inflated pools by tenants in any of its properties, of any size.
19. **Smoke Detector:** Shall not remove the Smoke Detector, and or tamper with or remove the batteries from Smoke Detector.
20. **Swimming Pools:** Shall not install or inflate a swimming pool of any size on the authority's properties.

## **Appendix VIII Satellite policy**

### **HARTFORD HOUSING AUTHORITY INSTALLATION OF SATELLITE DISHES AT HIGH-RISE AND MID-RISE BUILDINGS**

This policy regulates the installation of satellite dishes on Housing Authority properties. This policy insures that the Housing Authority property is not damaged by the installation of satellite dishes and its hardware.

1. Residents who want to receive satellite service and have a satellite dish installed must received permission from management.
2. The Authority at this time will inform resident that the Authority will install the satellite dish by contracting a vendor that will install the dish in accordance to Housing Authority specifications.
3. The resident must pay in advance the actual cost of installation, before the Authority authorizes it contractor to install the satellite dish.
4. The resident will be responsible for the cost of removing the satellite dish, once the resident vacates or transfer from the unit that the satellite was installed for.
5. All residents requesting approval to have a satellite dish installed must sign the enclosed agreement, before the Authority will proceed with the process.
6. Those residents that have installed satellite dishes without approval of the Housing Authority of the City of Hartford will be asked to remove the satellite dish within 30 days of notification.
7. If the tenant fails to remove the satellite dish within the thirty days allowed, the Authority will have a contractor remove the dish and tenant will be charged for the actual costs of removal and will be sent a fifteen-day letter for damaging Housing Authority property.

**Appendix VIII Satellite Policy**

**HARTFORD HOUSING AUTHORITY  
SATELLITE DISH  
INSTALLATION  
AGREEMENT**

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

1. I \_\_\_\_\_ a resident at \_\_\_\_\_ am requesting permission from the Housing Authority Management to receive satellite service and have a satellite dish installed in my building.
2. I understand that the Authority will install the satellite dish and its hardware by contracting a vendor that will install the dish in accordance to Housing Authority specifications.
3. I understand that I must pay in advance the actual cost of installation including materials and labor before the Authority authorizes its contractor to install the satellite dish.
4. I understand that the Authority will provide a cost estimate through its' contractor.
5. I understand that I will notify the Housing Authority in writing fifteen days before I vacate the unit so that the satellite dish and hardware can be removed before I vacate the unit.
6. I understand that I will be responsible for the actual cost of removing the satellite dish and its hardware, once I vacate or transfer from the unit that has satellite service.
7. I understand that I will pay the cost of removal of the satellite dish and hardware prior to vacating the unit.
8. I understand that if I vacate the unit before making the payment outlined on number seven the Authority will deduct this cost from my security deposit.

\_\_\_\_\_  
**TENANT SIGNATURE DATE**

\_\_\_\_\_  
**HHA OFFICIAL SIG. DATE**

*SATELLITE POLICY 092503*

## **Appendix VIII Satellite Policy**

Change to Dwelling lease language:

C. Your obligations:

(21) I must receive written approval from the Authority prior to the installation of a satellite dish, antenna or other exterior reception device. The Satellite dish must be installed in accordance with the installation guidelines adopted by the Authority.

**Appendix IX Dwelling Lease**

HOUSING AUTHORITY OF THE CITY OF HARTFORD  
HARTFORD,CONNECTICUT

PROPOSED DWELLING LEASE

ACCOUNT NO. \_\_\_\_\_

I. DEFINITION:

- A. The terms "we", "us", and "our" mean the Housing Authority of the City of Hartford.
- B. The terms "you" and "your" mean \_\_\_\_\_.
- C. The term "apartment" means the dwelling unit at \_\_\_\_\_.

\_\_\_\_\_  
 # of rooms                  Pro rata                  development

II. PARTIES AND PREMISES:

We hereby lease to

and \_\_\_\_\_

—  
 who accept(s) possession for you and the members of your Household shown in Section III under the terms and conditions stated therein.

III. MEMBERS OF YOUR HOUSEHOLD WHO WILL LIVE IN UNIT:

<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Social Security Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

You must inform us promptly of the birth, adoption or court-awarded custody of a child. Any additions to the household members listed above require our advance written approval. This includes Live-in Aids and foster children or adults, but excludes natural births. We shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to us within thirty (30) days.

**Appendix IX Dwelling Lease**

IV. TERM:

LEASE TERM: This Lease shall begin on \_\_\_\_\_. The term shall be one year and shall renew automatically for another year, unless terminated as provided by this Lease.

We may not renew this lease if you violated the requirement for resident performance of community service or participation in an economic self-sufficiency program, in accordance with the terms and conditions of this lease.

**At any time, we may terminate this lease in accordance with Article XIV of this lease.**

V. RENT:

A. Rents are established and revised by us under applicable federal and state laws and regulations.

B. Each month, until revised, you will pay the amount of \$\_\_\_\_ for rent. You will pay the rent on the first day of each month, starting on the first day of the month after you occupy the apartment. In the absence of recertification, your rent for the year will total \$\_\_\_\_\_.

C. You must pay your rent on or before the tenth day of each month. If you fail to pay your rent on or before the tenth day of each month, or at such times as provided by governmental regulations, we may terminate this lease. A \$25.00 late charge will be imposed by us which will become due and collectible as part of the rent.

D. Check One:

\_\_\_\_\_ This rent is based on the Authority-determined flat rent for this unit.

\_\_\_\_\_ This rent is based on the income and other information reported by the Resident.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

E. If a check with which you have paid your rent is not honored by the bank on which it is drawn, a charge of \$20.00 will be added to all sums due from you.

F. Acceptance of rent after your default of this Lease shall not constitute a waiver of our right to terminate this Lease.

VI. SECURITY DEPOSIT:

If your apartment is in a federal low rent development, you will pay \$25.00 or the gross monthly rent, which ever is greater, as a security deposit. If your apartment is in a state moderate rent development, you will pay one month's gross rent as a security deposit.

**Appendix IX Dwelling Lease**

- A. You have deposited \$ \_\_\_\_\_ with the Authority. The Authority will hold the security deposit for the period you occupy the unit. After you have moved from the unit, we will determine whether you are eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:
1. You will be eligible for a refund of the security deposit only if you have provided us with the 15-day written notice of intent to move required by Part XIV paragraph A, unless you are unable to give the notice for reasons beyond your control.
  2. After you have moved from the unit, we will inspect the unit. You may participate in the inspection if you so request.
  3. We will refund to you the amount of the security deposit plus interest computed at the rate set by the state by the state banking commission of Connecticut, less any amount needed to pay the cost of:
    - a) unpaid rent
    - b) damages that are not due to normal wear and tear
    - c) charges for late payment of rent and returned checks, as described in paragraph V-C
    - d) cost fees incurred for eviction
  4. We agree to refund the amount computed to be due within \_\_\_\_ days after you have permanently moved out of the unit, returned possession of the unit to us and given your new address to us. We will also give you a written list of charges that were subtracted from the deposit. If you disagree with us concerning the amounts deducted and ask to meet with us, we agree to meet with you and informally discuss the disputed charges.
  5. If the unit is rented by more than one person, you agree that you will work out the details of dividing any refund among yourselves. We may pay this refund to any tenant identified in paragraph 1 of this lease.
  6. You understand that we will not count the security deposit towards the last month's rent.

*New section added*

#### VII. KEYS AND LOCKS

You agree not to install additional or different locks or gates on any doors or windows of the unit without our written permission. If we approve such a request to install new locks, you agree to provide us with a key for each lock. When this Agreement ends, you agree to return all keys to the dwelling unit to us. We may charge you the going rate of \$2.50 for the replacement of each key not returned.

## Appendix IX Dwelling Lease

### VIII. UTILITIES:

- A. Utilities provided by us are determined in accordance with federal and state laws and regulations.
- B.  We will provide the apartment with heat and hot water.  
 We will not provide the apartment with heat and hot water.
- C.  We will provide the apartment with gas, but no more than \_\_\_\_\_ cubic feet every three months. You will pay for the use of gas in excess of this amount at the prevailing rate.  
 We will not provide the apartment with gas.
- D.  We will provide the apartment with limited electricity. The amount is as follows:
  - January through March \_\_\_\_\_ KWH
  - April through June \_\_\_\_\_ KWH
  - July through September \_\_\_\_\_ KWH
  - October through December \_\_\_\_\_ KWHYou will pay for the use of electricity in excess of these amounts at the prevailing rate. You will pay for excess utility use in addition to and as part of the rent in the month after we determine the amount, which you owe.  
 We will not provide the apartment with electricity. If we do not provide any of the above (A-C) at any time, you will be notified, in writing.
- E. We may change the amount of utilities stated in this lease at any time during the lease, provided you are given written notice of the change.
- F. We are not responsible if we fail to furnish utilities for any cause beyond our control.

### IX. CHARGE(S) IN ADDITION TO RENT:

- A. Charge(s) in addition to rent shall be determined in accordance with federal and state laws and regulations.
- B. You will be charged by us for the cost of maintenance and repairs beyond normal wear and tear which shall not be collectable until two weeks after we give you written notice of the charge (s).
- C. Maintenance and repair costs shall be determined by a schedule of charges. A copy of the fee schedule for charges in addition to rent is posted and available at the development office for your review.
- D. If you disagree with a charge(s) in addition to rent, you are entitled to request a grievance hearing in accordance with Section **XV** of this lease.

### X. REDETERMINATION OF RENT; APARTMENT SIZE; ELIGIBILITY:

- A. Periodically and at our request, you agree to furnish such information and certifications regarding family composition and income as may be necessary for us to make determinations with respect to rent, eligibility, and appropriateness of dwelling size. Failure to provide such information is grounds for eviction.

## Appendix IX Dwelling Lease

B. We will use this information to decide if your rent should be changed, if your apartment size is right for you and if you are still eligible for public housing. We will decide in accordance with the approved schedule of rent and the statement of income and occupancy limits, which are posted in your development office.

C. (1) Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. At the time of the review the Resident may elect to change his or her rent choice option. We will have rental determinations each year for Residents who are paying rent based on their income. If you are in a low rent development, your rent may be changed before the next regular rent determination for any of the following reasons:

(a) Your circumstances change and have continued for at least one month and seem likely to continue for some time so that a decrease in rent is justified under the schedule of rents or to avoid a hardship.

(b) You begin to get public assistance, or your public assistance ends. You must report the change to us in ten days.

(c) You misrepresented the facts to us upon which your rent is based so that your rent has been less than what you should have been paying. In this case, the rent will be raised retroactively.

(d) By governmental law or regulations.

(2) Residents must promptly report to us any of the following changes in household circumstances when they occur between Annual Rent re-certification:

(a) A member has been added to the family through birth, adoption, or court-awarded custody.

(b) A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between the Annual Rent Recertifications:

(a) A decrease in annual income;

(b) Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;

(c) Handicapped assistance expenses, which enable a family member to work;

(d) Medical expenses of elderly, disabled, or handicapped-headed households that are not covered by insurance; or

(e) Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by a family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is a result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

## Appendix IX Dwelling Lease

For the purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

(3) If we change your rent, we will mail or deliver to you a "Notice of Rent Adjustment".

(a) The notice shall state the new amount, the date from which the new amount takes effect, and the deadline to request a grievance hearing.

(b) You may ask us for an explanation stating the specific grounds for the rental re-determination. If you do not agree with the rental redetermination, you have the right to request a grievance hearing, if you give us notice in accordance with **Section XIII** of this lease.

(c) If we decrease your rent, the change will have effect from the first of the following month, if you give us written notice with written verification by your employer or other source by the 15th of the previous month. If we increase your rent, the change will have effect from the first day of the second following month, unless the increase results from your misrepresentation of the facts to us.

D. If you are in a moderate rent development, we will change your rent as approved by the Department of Economic and Community Development of the State of Connecticut.

E. If we decide that your apartment is no longer the right size for you, we shall notify you of this. Then, you must sign a new lease in the same form as this lease, for another apartment. You must transfer to the right-sized apartment within seven days after you receive our notice that a unit is available. You may ask for an explanation stating the specific grounds for the transfer determination. If you do not agree with the transfer determination you have the right to request a grievance hearing, if you give us notice in accordance with Section XIV of this lease.

F. Failure to comply with the obligations of this section or to repay the arrearage as determined by the Authority is a breach of this lease, and subject to termination of the lease.

## XI. OCCUPANCY:

### A. Your Right to Use and Occupancy:

(1) You shall have the right to exclusive use and occupancy of the apartment for residence by your Household.

(2) You also have the right to reasonably accommodate guests or visitors. "Guest" means a person in the apartment with the consent of a household member. Household members shall comply with our rules on use of the dwelling unit by guests or visitors.

(3) With our consent, in writing, you may accommodate foster children and live-in care of a member of your family, or engage in legal profit-making activities that are incidental to the primary use of the apartment.

### B. Our Obligations:

Our obligations under the lease shall include the following:

(1) To maintain the dwelling unit and the project in decent, safe and sanitary condition;

## Appendix IX Dwelling Lease

- (2) To comply with the requirements of applicable state and local building or housing codes, and HUD regulations concerning matters materially affecting the health or safety of the occupants.
- (3) To make necessary repairs to the dwelling unit;
- (4) To provide services and maintenance for the dwelling unit, equipment, and for the common areas and facilities, which are needed to keep the housing in decent, safe, sanitary, free of hazardous conditions, and in good repair. In addition, to provide a stove and refrigerator in the low rent program only.
- (5) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators.
- (6) To provide and maintain appropriate receptacles and facilities, excluding exclusive use containers of the individual household, for the deposit of ash, garbage, rubbish, and other waste.
- (7) To supply running water and reasonable amount of hot water and reasonable amounts of heat at the appropriate times of the year.
- (8) To notify you of the specific grounds for any lease termination or any proposed adverse action by us including but not limited to: material non-compliance with the lease, transfer to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities.
  - (a) The notice of lease termination or proposed adverse action shall inform you of the right to request a grievance hearing; excluding, lease termination for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or our employees, or any drug-related criminal activity on or near our premises.
  - (b) In the case of a proposed adverse action other than lease termination, we shall not take the proposed adverse action until the time for you to request a grievance hearing has expired and if a grievance hearing was timely requested, until the grievance process is completed.
- (9) If the apartment is damaged to the extent that conditions are created which are hazardous to life, health or safety of the occupants:
  - (a) We shall repair the unit in a reasonable time, provided that if the damage was caused by you, your household or guests, the reasonable cost of the repairs shall be charged to you.
  - (b) Where repairs cannot be made within a reasonable time, we shall offer alternative accommodations similar to the damaged unit, if available.
  - (c) If we fail to abide by paragraphs b or c of this section, your rent may be abated in proportion to the seriousness of the damage and loss in value of the unit or if alternate accommodations are not provided, except that no abatement of rent shall occur if you request the alternative accommodations or if the damage was caused by you, your household or guests.

### C. Your Obligations:

The obligations of you and your Household under the lease shall include the following:

- (1) Shall use the dwelling unit (A) solely for a private residence by the Household, and (B) as your only place of residence, and not use or permit its use for any other purpose.
- (2) Shall not sublease or assign the lease, or provide accommodations for boarders or lodgers.

## Appendix IX Dwelling Lease

(3) If the apartment is damaged to the extent that the conditions are created which are hazardous to life, health or safety of occupants, you shall immediately notify the development management of the damage.

(4) Shall supply any certification, release information or documentation which we, HUD or the State Department of Economic and Community Development determine to be necessary, including submissions required by us for an annual reexamination or interim reexamination of Family income and composition in accordance with HUD and State regulations.

(5) Shall move from the dwelling unit in either of the following circumstances:

(A) We determine the Household is residing in a unit which is larger or smaller than appropriate for the Household size and composition under our unit size standards, or determine that the character of the unit is otherwise inappropriate for the Household size and composition, or determine that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe and sanitary condition, and we offer you another dwelling unit. The offered unit shall be decent, safe and sanitary and of appropriate size under our unit size standards.

(B) The dwelling unit is hazardous to the health or safety of the occupants, and we offer you another dwelling unit if available.

(6) Shall abide by necessary and reasonable regulations promulgated by us for the benefit and well being of the housing development and the tenants, which shall be posted in the development office.

(7) Shall comply with all obligations imposed upon you by applicable provisions of building and housing codes materially affecting health and safety.

(8) Shall keep the dwelling unit and such other areas as may be assigned to you for your exclusive use in a clean and safe condition.

(9) Shall dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

(10) Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appurtenances including elevators.

(11) Shall refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development.

(12) Shall pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or the development (including damages to development buildings, facilities or common areas) caused by you, a member of the household or a guest.

(13) Shall act, and cause household members or guests to act, in a manner that will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition.

(14) Shall not engage in criminal activity in the dwelling unit or premises, and shall prevent criminal activity in the unit or premises by household member or guests. Any of the following criminal activities by a Household member, on the premises, shall be a violation of the lease a cause for termination of tenancy and for eviction from the unit: (A) any crime or threat of physical violence to persons or property or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of our premises by other residents or employees; (B) illegal use, sale manufacture or distribution of narcotics, or possession with the intent to use, sell, manufacture, or distribute controlled substances.

(15) Shall not commit any fraud in connection with any Federal housing assistance program.

## Appendix IX Dwelling Lease

(16) Shall not receive assistance for occupancy of any other unit assisted under the Federal housing assistance program during the term of the lease.

(17) We have adopted a one strike or, "Zero Tolerance" policy. Any violation of the foregoing constitutes a serious material violation of the lease and is grounds for termination of the lease and eviction from the premises.

(18) Every adult public housing resident is required to contribute eight (8) hours per month in community service or to participate in a self-sufficiency program. The following persons are exempt from the Community Work/ Self-Sufficiency Requirement: Persons 62 or older, Blind or Disabled, Employed, Section 8 recipient, Welfare Work program participant or complying with welfare to work. We will determine tenant compliance with the Community Work/ Self-Sufficiency Requirement on an annual basis. Failure to comply with the Community Work/Self-Sufficiency Requirement, unless you are exempt, is a breach of this lease.

(19) Shall comply with our Pet Policy.

(20) I must receive written approval from the Authority prior to the installation of a satellite dish, antenna or other exterior reception device. The Satellite dish must be installed in accordance with the installation guidelines adopted by the Authority.

(21) Shall not remove the Smoke Detector, and or tamper with or remove the batteries from the Smoke Detector.

(22) Shall not install or inflate a swimming pool of any size on the authorities' property.

### XII. PRE-OCCUPANCY AND POST-TERMINATION INSPECTIONS; ENTRY:

- A. Before you move into your apartment we both shall inspect it and note, in writing, the condition of the apartment and equipment. You may have a representative join in the inspection.
- B. After you move in, we may enter your apartment at reasonable times for the purpose of performing routine inspections and maintenance or for making improvements or repairs. We will give you at least 48 hours prior notice of the date and purpose of our entry.
- C. We may enter your apartment without notice if we have reasonable cause to believe there is an emergency.
- D. If we enter the unit while your and your household members are absent, we will notify you, in writing, at once of the date, time and purpose of entry prior to leaving the unit.
- E. When you vacate, we will inspect the apartment and tell you, in writing, of any charge which you must pay. You and your representatives may join in our inspection.

### XIII. LEGAL NOTICE:

- A. Any notice shall be given in accordance with federal and state laws and regulations.
- B. Any notice which we must give you under this lease will be in writing. Unless the law requires otherwise, we can give sufficient notice in any one of the following ways:

## Appendix IX Dwelling Lease

- (1) Notice may be delivered to you by first class mail.
  - (2) Notice may be mailed to you by certified mail, return receipt requested, postage paid.
  - (3) Notice may be hand delivered to you or any adult who answers your door.
  - (4) Notice may be delivered by any other means reasonably likely to give you actual notice.
  - (5) If you are visually impaired, all notices will be in an accessible format.
- C. Any Notice you must give us under this lease will be in writing. You can give sufficient notice in any one of the following ways:
- (1) Notice may be delivered to our office in the development of your apartment.
  - (2) Notice may be mailed by certified mail; postage paid, to Housing Authority of the City of Hartford, 100 Overlook Terrace, Hartford, Connecticut 06106.
- D. Either you or we can give notice on any day of the month.

### XIV. TERMINATION OF LEASE:

A. You may terminate this lease at any time by giving us 15 day written notice. You will leave your apartment in clean and good condition. You will return all keys to your development office. You must sign a "Vacancy Notice Form" at your development office to certify that you have vacated the unit. If you fail to sign the "Vacancy Notice form" when you vacate your unit, it will result in additional rent charges, late fees, court costs, attorneys fees and eviction costs as well as the cost of repairs needed.

B. We may terminate your lease for serious or repeated violations of the lease or other good cause by giving you notice as required by law. Serious violation of the lease or other good cause includes, but is not limited to the following cases.

- (1) **Material non-compliance with the lease, including**
  - (a) **one or substantial violation of the lease;**
  - (b) **repeated minor violations of the lease that;**
    - (i) **disrupt the livability of the project;**
    - (ii) **adversely affect the health or safety or any person or the right of any tenant to the quiet enjoyment of the leased premises and related project facilities;**
    - (iii) **interfere with the management of the project; or**
    - (iv) **have an adverse financial effect on the project;**
- (2) Your failure to timely supply to us any certification, release information or documentation on Family income or composition;
- (2) Your non-payment of rent or charges;
- (4) You caused, (a) physical violence to other tenants or employees, or threaten the health, safety or right to peaceful enjoyment of our premises by other residents or employees; (b) **Criminal activity caused by you, any member of your household, your guest or another person under your control, which threatens the health, safety or right to peaceful enjoyment by other residents or employees, regardless of whether there has been an arrest or conviction for such activity;**(c) alcohol

## Appendix IX Dwelling Lease

abuse that threatens the health, safety or right to peaceful enjoyment of our premises by other residents or employees; (d) illegal use, sale, manufacture or distribution of a controlled substance, or possession with the intent to use, sell, manufacture, or distribute controlled substances, on or near the premises; and/or **by you, any member of your household, your guest or another person under your control, regardless of whether there has been an arrest or conviction for such activity.**

- (3) You failed to comply with the rules and regulations or obligations referred to in your obligations, Section X-C;
- (4) Your failure to comply with provisions of the pet policy;
- (5) Your failure to perform required Community Work/Self-Sufficiency Service, unless exempted therefrom as provided for in Article X.C.18 of this Lease.
- (6) Your failure to make payments on an arrearage repayment agreement.
- (7) Your failure to accept our offer of a revision to an existing lease.
- (9) **Your failure to pay utilities as required.**
- (10) **If a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempted to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under state or federal law.**

C. You have the right to a grievance hearing except for conduct which is a threat to the health and safety of other tenants and our personnel or the illegal use, sale, manufacture or distribution of a controlled substance, or possession with the intent to use, sell, manufacture, or distribute controlled substances on or near the premises. Your tenancy shall not terminate until the time for you to request a grievance hearing has expired, and if a grievance hearing was timely requested, after the grievance process has been completed.

D. If you are the sole occupant of the premises, this lease will terminate upon your death.

### XV. GRIEVANCE PROCEDURE:

We have posted a Grievance Procedure in your development and in central office. Its terms are part of this lease. You must follow this procedure if you wish to resolve any grievance or appeal arising from this lease.

### XVI. LEGAL COSTS:

In the event we sue you for any sum due under this lease, and judgment is rendered against you, we shall be entitled to collect that sum together with the costs of collection such as attorney's fees as allowed under the law.

**Appendix IX Dwelling Lease**

**XVII. MODIFICATION:**

Modification of this lease must be accomplished by a written rider, executed by both parties, except those that are posted in accordance with 24 CFR 966.5 or adopted by the Authority and approved by HUD as part of the annual plan submission.

**XVIII. CERTIFICATION:**

A. You certify that you and other members of the Household have not committed any fraud in connection with any Federal and State moderate housing assistance programs, unless any such fraud was fully disclosed to us before execution of this lease or our approval for occupancy of the unit by Household members.

B. You certify all information or documentation submitted by you and other Household members to us in connection with your application for or continued occupancy of any Federal housing assistance program or any State moderate rental program are true and complete to the best of your knowledge and belief.

**PENALTIES FOR SUBMITTING FALSE INFORMATION:**

**Knowingly giving us false information regarding income or other factors considered in determining your eligibility and rent is a material non-compliance with the lease subject to termination of tenancy. In addition, you could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.**

IN WITNESS WHEREOF, we, through our duly authorized officer or representative, and you, have executed this lease this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

HOUSING AUTHORITY OF THE CITY OF HARTFORD

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Duly Authorized

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Co-Tenant  
(Relationship to first Tenant)

\_\_\_\_\_  
Co-Tenant  
(Relationship to first Tenant)

## Appendix X- Rent Collection Fee Schedule

**Tenant Accounting  
Hartford Housing Authority  
180 Overlook Terrace  
Hartford, CT. 06106-0900**

To: Hartford Housing Authority Residents  
From: Rent Collection Department  
Date: February 4, 2003  
Subject: Revised Fee Schedule

Please be informed that HUD has approved the following charges in accordance with the Hartford Housing Authority's Annual & Admission and Continued Occupancy Plan:

\$ 25.00	Late Fee/ Notice to Quit –for payments made after the 10 <sup>th</sup> of the month
\$ 50.00	Attorney Fee- Writ Signing
\$ 10.00	Sheriff Fee- Writ Service
\$ 80.00	Court Entry Fee
\$250.00	Attorney Fee- Writs Returned to Court
\$300.00	Eviction

**Please note the above charges are subject to change based on actual fees incurred by the Authority.**

**Notice PIH –2004-11 Effective July 15, 2004**

**Notice H04-11**

**Income Calculations regarding Medicare Prescription Cards and Transitional Assistance**

**This rule states that in calculating annual income for a family, any assistance or benefit received from the Medicare prescription discount card or the transitional assistance must be excluded as annual income for the purposes of calculating any rent or assistance.**

**Notice PIH-2004-02 (HA) Effective March 15, 2004**

**Excess Utility Consumption Charges Permissible under the Flat Rent Option for Check metered Units.**

**Purpose. This Notice established the Department’s position relative to Public Housing Agencies (PHA’s) charging for excess utility consumption under the flat rent option for public housing.**

**Under the statute and regulation 24 CFR 960.253 (b) a flat rent is established for public housing “based on the market rent charged for comparable units in the private unassisted rental market.” The flat rent incorporates the cost of the utilities.**

**PHA’s are required to give residents of public housing the option of a formula rent or a flat rent option. Residents selecting the flat rent option are not entitled to a utility allowance.**

**This notice requires PHA’s to charge families who selected the flat rent option excess utility consumption. The Authority, therefore, will apply the Utility Allowance schedule in place for the New Community / New Stowe Village to determine excess utility consumption and in turn are required to bill the residents for excess usage of utilities that exceed the allowable amount permitted.**

**PIH Notice 2004-17 (HA) Effective September 17, 2004 PHA’s are required to verify Social Security & Supplemental Income Benefits. The Social Security Administration will no longer provide verification of benefits for applicants nor public housing residents. PHA’s will be required to obtain verification of Social Security Benefits via the HUD’s Tenant Assessment Subsystem (TASS). All PHA’s are required to utilize the TASS or UIV to verify SS/SSI benefits for all current participants.**

# Hartford Housing Authority's

## 2005

### HCVP Admin Plan

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John D. Wardlaw, Executive Director

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Angel Arce, Chairman of the Board

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## **ADHERENCE TO PROGRAM REQUIREMENTS**

The Administrative Plan has been written in accordance with the HUD regulations and all applicable PIH notices. The Hartford Housing Authority has adopted this written Administrative Plan and has established local policies for the administration of the SECTION 8 Program on matters for which it has discretion. A listing of these policies, including a cross-reference to the specific section in the Administrative Plan has been included in Appendix I, Local Policy cross-reference Table. The Authority has submitted to the Hartford Office of HUD a copy of the Administrative Plan on October 13, 2004. The Authority's Board of Commissioners formally adopted the Administrative Plan on October 12, 2004. The Authority will revise the Administrative Plan if needed to comply with HUD requirements, and present the changes before the Board for formal adoption. The Authority made a copy of its Administrative Plan available for public review on August 11, 2004. and the Public Hearing was held on September 28, 2004.

Miriam Wheeler-Roane  
Deputy Director

## 1.0 Preface

This Plan has been drafted in accordance with the requirements for administering the SECTION 8 Housing Choice Voucher program and the Housing Choice Voucher Program as prescribed by the Department of Housing and Urban Development (HUD). Specifically, this Plan complies with the principal rules issued for the voucher housing choice program, namely:

- Admission requirements, establishing subparts A and E, published on July 18, 1994 (59FR36662).
- Administration requirements, establishing subparts B-D and G-L, published on July 3, 1995 (60FR34660).
- Changes to Admission and Occupancy Requirements in the Public Housing Ad Section 8 Housing Assistance Programs; Final Rule Published March 29, 2000 (24CFR Parts 5, 880 et al.)

Additionally, this Plan complies with applicable HUD PIH Notices for operating SECTION 8 Housing Choice Voucher Program that have been issued since the principal rule changes.

The content and submission requirements of this Administrative Plan are a direct result of the July 3, 1995, issuance of subpart B, section 982.54 of the Quality Housing Work and Responsibility Act, The Third Conforming Rule and subsequent notices for implementation and the *Conforming SECTION 8 Housing Choice Voucher Program, Final Rule* issued October 21, 1999. The rule requires that:

- HHA submits this Administrative Plan as a supportive document to its PHA Plan.
- HHA makes this Administrative Plan available for review by the public.
- The Authority adopts a written Administrative Plan that establishes local policies for the administration of the program in accordance with HUD requirements.
- The Administrative Plan is maintained in accordance with HUD regulations and other requirements.
  - The Authority Board of Commissioners must formally adopt the Administrative Plan and any revisions of the plan.

Subpart B of the conforming rule also merges the Equal Opportunity Plan and the Administrative Plan into a single plan. It specifies the subjects that must be contained in the plan; and limits the requirement for HUD advance approval of the Authority's policies contained in the Administrative Plan.

The Authority is aware that the Administrative Plan no longer incorporates a Family Self-Sufficiency (FSS) Action Plan, which requires separate submission and HUD approval. Finally, while Subpart B, as amended May 30, 1996 (61 CFR 27162), limits the required plan subjects to 19 policy areas, the Authority has elected to issue its Plan with broader content to include procedures and other direction for implementing program policy.

## **1.1 PURPOSE, CONTENTS AND MAINTENANCE**

This Administrative Plan has been designed to be used as a governance document to ensure that local policies comply with HUD program rules; as a user manual to assist Authority staff to operate the program in compliance with prescribed rules; and as a reference document to ensure the program procedures are up to date and program practices consistently applied. The next paragraphs further describe each of these uses. The narrative then introduces the contents of the document and finally sets out the requirement for maintenance and control of the Plan.

The primary purpose of this document is to evidence that the Authority has adopted a written plan that establishes local policies for the administration of the program in accordance with HUD requirements. To this end the Authority's Plan establishes local policies for 19 specific areas, as is standard in such plans, as well as additional areas as is relevant to Hartford Housing Authority.

The second use is to provide administrative and procedural guidance for staff to operate the program in accordance with program rules and Authority policy. In this regard the document is an operations manual containing an organized presentation and clear delineation of the SECTION 8 Program components and procedures used to operate the program.

The third use of this document is that of a reference guide. Here the document contains updated policies based upon regulations, rules and notices that have been issued by HUD, and cross reference notations and tables to assist in policy interpretations.

The Authority's Administrative Plan is framed in terms of the SECTION 8 Program components. Each program component contains a discussion of the HUD requirements, references to applicable HUD rules and notices, Authority policy decisions regarding the local administration of the program, procedures to implement the program components, and forms and other tools used in the operation of the program.

Numerous appendices accompany the Administrative Plan. Appendix I contains program certifications, acknowledgments and policy statements. Appendix II provides cross-reference tables to program rules regulations, and logs to document program currency. Appendix III is a program glossary of terms. Appendix IV contains documents to control document updates and distribution. Appendix V contains samples of the primary program reporting forms.

Maintenance of the Administrative Plan is to be conducted in accordance with HUD regulation for Board approval of all policy changes and Submission of Plan revisions to HUD. Procedures for updating controlling the Administrative Plan are contained in Appendix 10. The Director of the SECTION 8 Department must certify the integrity of the Administrative Plan on an annual basis.

## **2.0 PROGRAM POLICIES, OBJECTIVES AND RESPONSIBILITIES**

## 2.1 GENERAL POLICY

The SECTION 8 Program is established under the U.S. Housing Act of 1937 as amended by the Housing and Community Development Act of 1974 and Title V of the Public Housing Reform Act of 1998. The requirements for administering the program have been refined and aligned over time to comply with Federal regulations. Such refinements and alignments have impacted the manner in which Authorities administer the program.

This Administrative Plan identifies the Authority's local policies for administering the program and ensuring the Plan's adherence to current program requirements promulgated by HUD. The Authority acknowledges that since it has elected a broader functionality for the Administrative Plan (i.e., contains more than required local policy on 19 subjects), the Plan is subject to continual revision to reflect changes promulgated by regulation and/or issued under PIH Notice. The Authority's policy and procedures for updating its Administrative Plan is contained in this document. That policy clearly indicates that local policy contained in the Administrative Plan must be approved by the

Board and submitted to the:           U.S. Department of Housing and Urban Development  
                                                           Connecticut State Office Program Center  
                                                           Office of Public Housing  
                                                           One Corporate Center, Suite 19  
                                                           Hartford, CT 06103-3220

The SECTION 8 HCVP is administered in accordance with the Administrative Plan. The Administrative Plan will be revised for compliance in all cases where the Plan is in conflict with the Federal law (e.g., Housing Act of 1937 as amended by the 1974 Community Development Act, Fair Housing Act, etc.), HUD statute or regulations (e.g., 24 CFR Part 5 Subpart F.), PIH Notices, State law or local ordinances. Prior to such revision, laws, statutes, ordinances and notices will supersede the policies and procedures contained in the Administrative Plan. An exception to this policy may occur when state law or local ordinance is in conflict with Federal law or statute. In such instance Federal law and statutes will apply.

## 2.2 EQUAL OPPORTUNITY POLICY

The Authority fully complies with and administers its housing programs in accordance with Federal equal opportunity and fair housing laws. Specifically, such laws are the Fair Housing Act (implementing regulations (ir): 24 CFR parts 100); Title VI of the Civil Rights Act (ir: 24 CFR part 1); Age Discrimination Act (ir: 24 CFR 146); Equal Opportunity Executive Orders (ir: 24 CFR 107); Section 504 of the Rehabilitation Act (ir: 24 CFR part 8); and Title II of the Americans with Disabilities Act. It is the policy of the Housing Authority to affirmatively further fair housing in accordance with the requirements of the Hartford Housing Authority Agency Plan. It is further the Authority's policy to execute and submit to HUD a signed certification indicating its intention to comply with the above-identified laws (see Appendix I).

In fulfillment of its certification the Authority acknowledges, upholds and acts in accordance with procedures that accomplish the following equal opportunity in housing objectives:

### 2.2 EQUAL OPPORTUNITY POLICY (Continued)

#### Objective I: Outreach to Extremely Low and Very Low-income Families

- Ensure sufficient and appropriate means to bring information on the Authority's tenant based assistance program to a full cross section of eligible population. Specific actions for implementing this policy are contained in Section 3: Application for Admissions. Procedures identify the media and other suitable means that will convey information about the program to eligible families. Furthermore, procedures describe the special outreach actions that will inform persons who are less likely to apply.

Objective II: Housing Opportunities for Families Outside Areas of Low-income and Minority Concentration

- Ensure sufficient and appropriate means to secure listings of such units for the tenant based assistance program and facilitate to the greatest extent possible the leasing of such units by participants. It is the objective of this policy to provide housing opportunities for families outside areas of low-income and minority concentration. To this end, activities to implement the above described policies and objectives include identification and outreach to landlords in non-impacted areas, maintaining a list of suitable properties for use of participants and operating the Regional Opportunities Counseling (ROC) program for applicants during the search and lease up phase. The counseling will include but not be limited to information on local, State and Federal fair housing laws and procedures for the uses and submission of fair housing complaints (i.e., Fair Housing Information and Discrimination Complaint Form: HUD-903).

Objective III: Taking Applications and Selecting Participants

- Ensure sufficient and appropriate means for all applicants to receive equal opportunity in the application taking and tenant based assistance selection process. It is the objective of this policy to maintain consistency in taking, processing and selecting applicants in a manner that assures equal opportunity to all applicants regardless of race, creed, color, religion, national origin, sex, age, familial status, source of income or disability. Specific procedures for implementing the Authority's policy and attaining the stated objectives are described in Sections 3: Application for Admission, Section 5: Preferences and Section 6: Selection. Those chapters set out procedures that include, but are not limited to, advance notification of the dates on which the Authority will take applications, special outreach to families less likely to apply, preferences and priority categories.

Objective IV: Serving and Assisting Families Alleging Discrimination

- Ensure the provision of effective assistance to tenant based assistance applicants who believe that they have encountered discrimination in seeking a unit. It is the policy of the Authority to provide adequate information and counseling to tenant based assistance holders regarding discrimination, indicating recourse available to them if they are victims of discrimination. Such information will be made available to program participants during SECTION 8 family orientation and instruction. In addition, all Fair Housing Information and Discrimination Complaint Forms will be made a part of the SECTION 8 Information Package supplied by the Authority. [Requirements and procedures for the implementation of this policy are contained in Section 9: Applicant Briefing.](#)

**2.2 EQUAL OPPORTUNITY POLICY (Continued)**

Objective V: Using a Fair Housing Organization or Organization Serving the Handicapped

- Ensure that otherwise eligible individuals with disabilities not are denied housing assistance benefits or are excluded participation in, or are otherwise subject to discrimination because the Authority's facilities are inaccessible to or are not useable by persons with disabilities. In implementing this policy the Authority shall:
- Provide assurance that all persons with disabilities receive reasonable accommodations to fully access and utilize the housing services administered by the Authority.
- Provide special accommodations for persons with a disability who requires an advocate or accessible offices.
- Make available assistance for hearing and sight impaired persons upon reasonable notification.
- Make available a list of handicapped accessible units upon request.
- Contact listed agencies of Wait List Openings.
- Coordinate the administration of its housing program with other local advocate and service organizations that include:

Director of Disability Issues 550 Main Street Hartford, CT. 06103 (203) 722-6676	Hartford Easter Seal Rehabilitation Center, Inc. 22 Tompkins Street Hartford, CT. 06105 (203) 243-9741
Director Independence Unlimited 900 Asylum Avenue Hartford, CT 06105 (203) 549-1330	North Central Connecticut Agency on Agency on Aging 80 Coventry Street Hartford, CT 06105 (203) 243-2044
Board of Education Service 170 Ridge Road Wethersfield Avenue 06109 (203) 566-5800	Commission on Deaf & For The Blind Hearing Impaired 40 Woodland Street Hartford, CT 06105 (203) 566-7414

Objective VI: Equal Employment Opportunity

- Adhere to the objectives of equal employment opportunity by implementing Authority policies requiring that promotion and hiring practices do not discriminate on the basis age, race, color, creed, marital Status, familial status, religion, sex, learning, physical or
- 2.2 EQUAL OPPORTUNITY POLICY (Continued)**
- mental disability, lawful source of income, ancestry, national origin, and moreover, embrace the principals of affirmative action.

Objective VII: Training, Employment and Contracting Opportunities for Businesses and Lower-

### Income Persons

- Provide equal opportunity for tenant based assistance participants to become aware of and participate in training, employment and contracting opportunities. The Authority will rely on the SECTION 3 program as its primary tool for identifying training and employment opportunities and candidates. The Authority will ensure that minority businesses owned by SECTION 8 families are made aware of contracting opportunities that become available through its Section 3 initiatives. Tenant based assistance recipients will hold an equal preference to its public housing participants regarding Section 3 opportunities.

### Objective VIII: Record keeping

- Ensure the maintenance of well-organized, complete records to facilitate HUD's monitoring and review of the Authority's tenant based assistance operations, particularly as they relate to Authority actions to fulfill the objectives of its equal opportunity housing policy. (See Administrative Plan - Section 22: Monitoring, Record keeping and Reporting.)
- Carry out procedures that provide HUD with timely, complete and accurate compliance reports that contain such information as the HUD Office may determine to be necessary to ascertain compliance with Title VI.
- Annually certify compliance with Title VI, Title VIII and Executive Order 11063, which requires that the Authority maintain records on the following:
  - All newspaper and paper advertisements relative to the availability of the program.
  - All applications received; nature and date of eligibility determination; and date applicant is selected as a tenant based assistance holder or maintain records pertaining to ineligible applicants for three-year period, beginning with the date of determination of ineligibility.
  - Contacts made with community organizations, employers, union halls, etc., that are part of special outreach efforts to attract persons identified as "less likely to apply" and "expected to reside".
  - The names of owners, real estate brokers and other housing organizations contacted.
  - Listings secured by the Authority of units offered by owners (maintained for a period of one year).

### **EQUAL OPPORTUNITY POLICY (Continued)**

Materials used to brief Voucher Holders on locations and characteristics of 2.2 neighborhoods in which suitable units may be found; significant aspects of Federal, State and local fair housing laws, and uses of Form HUD -903 (903-A Spanish

version).

Specific types of assistance given to Voucher Holders who cannot find an approvable unit and request such assistance; allege a discriminating practice; and desire to move into neighborhoods outside areas of minority and low-income concentration.

### **2.3 PRIVACY RIGHTS AND INVESTIGATIONS**

All adult members of applicant and participant households are required to sign the HUD Form 9886: Authorization for Release of Information. Failure to sign the consent form will result in the denial of eligibility or termination of assisted housing benefits.

The release form permits the Authority to request verification of salary and wages from current or previous employers, request wages from unemployment compensation from the State agency responsible for keeping that information and request certain tax return information from the U.S. Social Security Administration and the U.S. Internal Revenue Service. The release also permits the Authority to request information from financial institutions to verify eligibility and level of benefits.

The release form describes the conditions under which HUD or the Authority will release family information. The Authority is specifically prohibited from providing "private owners" (i.e., landlords) with information gathered as a result of release authorization by the applicant. The Authority's policy regarding release of information is in accordance with State and local laws, which may further restrict the release of family information.

Information that would lead one to determine the nature and/or severity of a person's disability will be marked "confidential" and not released except on an "as needed" basis for cases where accommodations are under consideration. The Authority is committed to operate its tenant-based program to the highest standards of performance and integrity. In doing so the Authority will ensure that it can serve the greatest amount of families in accordance with rules promulgated by HUD. In doing so, the Authority will provide for the greatest participation of landlords and preserve the quality of assisted housing that is available to eligible families.

The Authority provides the highest level of performance through program management and administration. It provides program integrity through verification, monitoring and, if appropriate, investigation. The goal of the program integrity process is to ensure that the proper level of benefits is paid to participating families and landlords.

The Authority's primary tool for ensuring program integrity is through the proper discharge of its program administration duties and responsibilities. A key factor in ensuring program integrity is to adequately communicate the program requirement and rules to potential participants and landlords. Critical points of contact with candidates are during application, screening, and briefings. The Authority maintains program integrity among participants and landlords through its monitoring and investigation responsibilities.

### **2.3 PRIVACY RIGHTS AND INVESTIGATIONS**

At such time that the Authority is made aware of program abuse it will investigate the circumstance an allegation. In situations where documents are required, the Authority will obtain the appropriate clearances from participant families to conduct the investigation. Once the information is obtained The Authority will follow the procedures defined in the Administrative Plan to close out the investigation.

## **2.4 JURISDICTION**

The jurisdiction of the Authority is limited to the City of Hartford. The jurisdiction of the Authority for the purpose of determining maximum income eligibility under the SECTION 8 Program is the City of Hartford.

Families that are residents of Hartford at the time of application may rent a unit outside the jurisdiction of the Authority. Families that are not residents of the City of Hartford at the time of application must rent a unit within the jurisdiction of the Authority for a period of 12 months prior to moving under portability.

## **2.5 LOCAL GOALS (24 CFR 982.1)**

HHA has the following goals for the program:

- To assist the local economy by increasing the occupancy rate and the amount of money flowing into the community.
- To encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
- To create positive public awareness and expand the level of family, owner, and community support in accomplishing HHA's mission.
- To attain and maintain a high level of standards and professionalism in our day-to-day management of all program components.
- To administer an efficient, high-performing agency through continuous improvement of HHA's support systems and commitment to our employees and their development.
- To provide decent, safe, and sanitary housing for very low income families while maintaining their rent payments at an affordable level.
- To ensure that all units meet Housing Quality Standards and families pay fair and reasonable rents.
- To promote fair housing and the opportunity for extremely low-income and very low-income families of all ethnic backgrounds to experience freedom of housing choice.

## **2.5 LOCAL GOALS (24 CFR 982.1) (Continued)**

- To promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to extremely & very low-income families.
- To promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.

**2.6 PROGRAM ADMINISTRATIVE RESPONSIBILITIES**

The Hartford Housing Authority operates its tenant based assistance programs in compliance with its application, the consolidated ACC, HUD regulations and other requirements (e.g., PIH Notices), and the Administrative Plan. In fulfilling its program obligations, the Hartford Housing Authority acknowledges that it must establish certain program policies in its Administrative Plan and carry out specific administrative responsibilities. The Authority annually certifies adherence to policies contained in the Administrative Plan and to the responsibilities identified on the following page.

Administrative Responsibility*	Section Reference
Publish and disseminate information about the availability and nature of housing assistance under the program.	3 Intake & Admission 5 Preferences and Wait List
Explain the program to owners and families.	9 Applicant Briefing Landlord Briefing
Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration.	2.2 Equal Opportunity Housing Policy 3 Intake & Admission
Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration.	See Above 2.2, 3
Affirmatively further fair housing goals and comply with equal opportunity requirements. Encourage owners to modify units for families with members who require reasonable accommodations by considering an increased payment standard to the extent that is within the Authority's power to do so.	2.2 Equal Opportunity Housing Policy
Make efforts to help disabled persons find satisfactory housing	2.2 Equal Opportunity Housing Policy
Receive applications from families, determine eligibility, maintain the wait list, select applicants, issue a voucher to each selected family, provide housing information to families selected.	3 – 11 Sections
Determine who can live in the assisted unit at admission and during the family's participation in the program.	4 Eligibility for Admissions Redeterminations
Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR Part 5.	4 Eligibility for Admissions
Review the family's request for inspection of the unit and lease.	11 Tenancy Approval & Program Admission
Inspect the unit before assisted occupancy and at least annually during the assisted tenancy.	13 HQS & Inspections
Determine the amount of the housing assistance payment for a family.	12 Tenant Payment Determination
Determine maximum rent to owner through rent reasonableness procedures.	14 Rent Reasonableness

Make timely housing assistance payments to owner in accordance with the HAP Contract.	14
Examine family income, size and composition, at admission and during the family's participation in the program. The examination includes verification of income and other family information.	4 Eligibility for Admission 15 Recertification for Continued Occupancy
Establish and adjust HA utility allowance.	14 Rent Reasonableness
Administer and enforce HAP Contracts with an owners, including taking appropriate action when owners violate contract terms.	14.6 Payments to Owners
Conduct informal reviews or HHA decisions in accordance with HUD requirements and HHA policy.	16 Contract Termination
Conduct informal hearings of HA in accordance with HUD requirements and HHA policy.	20 Informal Review or 21 Hearing Process
Conduct informal hearings on certain HA decisions concerning participant families.	See 20 Above
Provide sound management of program funds, including engaging an independent accountant to conduct required audits.	19 Monitoring, Record keeping and Reporting

### **3.0 APPLICATION FOR ADMISSIONS & INTAKE**

The admissions responsibilities of the Authority are to:

- receive applications from families
- establish eligibility
- determine which family members can live in the assisted units
- obtain and verify evidence of citizenship or eligible immigration status

In the execution of these responsibilities, the Authority is to ensure that all applicants are served in accordance with the Authority's stated fair housing and equal opportunity policies.

This section defines the tenant based assistance admissions process. It describes how families apply for tenant based assistance and presents the tenant based assistance application. This section also establishes the criteria for program eligibility and the process that the Authority will follow to determine eligibility. Finally, this section defines the application disposition in terms of the rights and responsibilities of the Authority and those of the applicant regarding application, acceptance or denial.

### 3.1 HOW FAMILIES APPLY

Families will complete a pre-application and be chosen for the SECTION 8 Wait List by lottery. Once selected, families will complete the standard application form, which will allow the authority to determine final eligibility.

Applicants must provide the following information on the pre-application:

- Designation of family head of household
- Names, social security numbers, sex and ages of all family members to be listed on the lease
- Proof of citizenship or eligible immigration status
- Current address and phone number
- Gross annual income, including source and amounts for all adult family members
- Information regarding disabilities and special accommodations
- Race and ethnicity
- Arrests or convictions for illegal drug use, drug trafficking or other violent crimes
- Any eviction from public housing programs during the last three years
- Home addresses for the last three years
- Current landlord's name and address

All applications must be signed and dated by head of household, co-head, or spouse. Pre-applications need only be signed by the head of household. The applicant's signature certifies the truthfulness of the information. HHA may deny admission or terminate assistance for current participants upon discovering fraudulent information was given during the initial application and certification process.

HHA will outsource the application/intake function to a private contractor to accept and process pre-applications in a manner consistent with the PHA Plan and its obligations to reach out to families least likely to apply as outlined below.

Criteria for Lottery: Any family may submit a pre-application for the Section 8 Lottery.

#### Application and Wait List Procedures

- HHA will give public notice as outlined and act to affirmatively further fair housing goals.
- Pre-applications will be accepted by mail and time date stamped Pre-applications that are illegible or incomplete will be returned immediately and will not be included in the pool unless resubmitted and received prior to the original deadline.
- All applicants will receive a receipt stating that the pre-application has been received. Receipts returned to the agency because they could not be delivered will result in the pre-application not being considered. A record of them will be kept.
- Pre-applications will be logged in.
- A Wait List will be established by placing all pre-applications into a pool and selecting them at random by lottery. The sequence in which they are selected will determine the Wait List Number. There will be a sufficient number of families on the list to satisfy the anticipated turnover rate of vouchers on the program for a period of 24 to 36 months. Selection will be conducted in sets of 100 or greater to meet program requirements for leasing.

### 3.1 HOW FAMILIES APPLY (CONTINUED)

- Applicant families will be called in for interviews during which they will complete an application, sign off on Release of Information and Criminal Records Check Release forms.
- Applicant families will be screened and determined to be eligible or ineligible.
- Applicant families will be notified in either case.
- Eligible families will be issued vouchers.

The contractor will return all original applications to the SECTION 8 division along with a listing of all who applied and of all applications that were returned because they were incomplete, illegible or have had their contact letters returned as non-deliverable.

The Board of Commissioners of HHA will approve the opening and closing of the SECTION 8 Wait List.

### 3.1 HOW FAMILIES APPLY (CONTINUED) PRE-APPLICATIONS

Pre-applications may appear in a variety of media to be reproduced and submitted. Also, may be downloaded from the HHA WEBSITE. Pre-applications

Income for One person in the household cannot exceed	Income for Two people in the household cannot exceed	Income for Three people in he household cannot exceed	Income for Four persons in the household cannot exceed	Income for Five people in the household cannot exceed
\$23,300	\$26,650	\$29,950	\$33,300	\$35,950

require basic information and will contain a table with income guidelines.

The pre-application must be completely filled out in order to be considered for the lottery selection process. All Pre-applications must be received and postmarked by midnight\_\_\_\_\_ and sent to: **HARTFORD HOUSING AUTHORITY, SECTION 8 WAIT LIST LOTTERY, P.O. BOX \_\_\_\_\_, HARTFORD, CT 06\_\_\_\_\_.**

We will notify you in writing for the following reasons: 1) an incomplete pre-application form; 2) if you are not eligible under program regulations, and 3) whether or not you are selected through the lottery process.

*Please Print Clearly. Fill In all Spaces and Check All the spaces That Apply To You:*

Last Name\_\_\_\_\_ First Name\_\_\_\_\_

Street Address\_\_\_\_\_ Apt. No.\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip Code\_\_\_\_\_

Telephone No.\_\_\_\_\_ Male  Female

Date of Birth\_\_\_\_\_ Social Security No\_\_\_\_\_

Annual Combined Family Income \$\_\_\_\_\_ Income Source(s)\_\_\_\_\_

Race White  Black  American Indian/Alaskan Native  Asian/Pacific Islander

Ethnicity Hispanic  Non-Hispanic

Number of Household Members\_\_\_\_\_ Bedroom Size Needed\_\_\_\_\_

Is anyone in your household considered handicapped or disabled? YES  NO

Is the head of Household or spouse considered elderly? YES  NO

**Signature**\_\_\_\_\_ **Date**\_\_\_\_\_ This pre-application may be reproduced or you may pick up a form at Hartford area libraries, some community centers and senior citizen enters in the Hartford area. Only one fully completed pre-application per envelope will be considered per household.

THIS IS AN EQUAL HOUSING OPPORTURNITY PROGRAM

**Section 8 Application Form  
Hartford Housing Authority 180 Overlook Terrace, Hartford, CT 06106**

Vox (860) 723-8409 Fax (860) 723-8554

Name	Relation to Head	Sex	Soc Sec Number	Date & Place of Birth	U.S. Citizen Y/N RACE	Income Source & amount (TANF,,SS, SSI, Wages) etc.
HD						
CO						
3						
4						
5						
6						
7						
8						

If there are more members in your household, check here ( ) and list on back of this form.

Current Address \_\_\_\_\_ Apt. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Your phone #s \_\_\_\_\_ Contact person's # \_\_\_\_\_

\_\_\_\_\_ Present

Employer \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Length of employment at present job? \_\_\_\_\_

Do you own any property? \_\_\_YES\_\_\_NO.

**3.1 HOW FAMILIES APPLY (CONTINUED)**

List family Assets (such as Savings, Stocks, Bonds, Certs of Deposit Checking,)

\_\_\_\_\_

\_\_\_\_\_

Check any of the following if applicable. A response of "YES" to any of the following statements does not automatically determine family ineligible.

- Do you live in Hartford?
- Have you been advised by the court or public agency that, if you find adequate housing, you may be reunited with your children?
- Have you graduated from a job readiness program within the past 18 months?
- Have you lived in public or assisted housing during the last 3 years?
- Have you or any member of your family that will be residing with you been evicted from public or assisted Housing? State reason, date, & name of Authority
  - Have you or any member of your family been convicted of a drug or alcohol related crime? Yes \_\_\_\_\_ No \_\_\_\_\_

**Are you or any of your relatives employed by HHA? If yes please state the Name** \_\_\_\_\_

**Prior Landlord Information: (3 references use reverse side of this form)**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

- Incomplete applications will be shredded after 30 calendar days.
- Eligibility is contingent upon results from criminal records check.
- Eligibility is contingent upon a credit check to help determine your ability to pay the rent and utilities.
  - You will undergo a screening process, which may include an interview by panel.
  - You may receive a home visit as part of the screening process.

KNOWING THE PENALTY OF LAW FOR MAKING FALSE STATEMENTS UNDER THE U.S. CRIMINAL CODE, I HEREBY CERTIFY THE ABOVE AS A TRUE AND FULL STAEMENT. I/WE ALSO GRANT THE HOUSING AUTHORITY OF THE CITY OF HARTFORD PERMISSION TO ATTAIN A COPY OF MY/OUR CREDIT HISTORY REPORT(S).

**Signature(s):** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature (s):** \_\_\_\_\_ **Date** \_\_\_\_\_

Receipt of application does not guarantee eligibility for admission.

**3.2 OPENING AND CLOSING THE WAIT LIST**

The Authority will maintain an adequate pool of applicants to ensure that families are available as program openings occur. The Authority will open or close the wait list in accordance with HUD regulations and the policies of the PHA Plan. The public notice will identify and briefly describe the program, limitations on who may apply for assistance, the location or other methods (e.g., phone, mail) for how the family may apply, the dates and times for application and an equal opportunity statement. Public notice will be provided through the following media:

- **Newspaper(s) of general circulation:**

Hartford Courant Legal Ads  
285 Broad Street  
Hartford, CT 06115  
(860) 241-6200  
(860) 241-3866 Fax

The Hartford News  
191 Franklin Avenue  
Hartford, CT 06114-2517  
(860) 296-6128  
(860) 296-8769

Northend Agent  
P.O. Box 2308  
Hartford, CT 06146  
(860) 522-1888  
(860) 423-7641 Fax

The Hartford Inquirer  
Box 1260  
Hartford, CT 06143  
(860) 522-1462  
(860) 522-3014

### **3.2 OPENING AND CLOSING THE WAIT LIST (continued)**

- **Newspaper(s) of minority circulation:**

Northeast Minority News  
PO Box 4159  
Hartford, CT 06147-4159  
(860) 249-6065 or (860) 249-5955

El Extra – News  
PO Box 34822  
Hartford, CT 06134

Panorama  
66 Julius Street 5<sup>th</sup> Floor  
Hartford, CT 06114  
(860) 244-2432, Fax# 527-5179

El Tiempo/Record-Journal Patrick Bremer  
11 Crown Street  
Meriden, CT 06450  
(203) 317-2328

West Indian American News  
P.O. box 320536  
Hartford, CT 06132  
(860) 247-0123 Fax

La Voz Hispana De Connecticut  
35 Elm Street  
New Haven, CT 06450  
(203) 865-2272 Fax# 203 787-4023

**EQUAL OPPORTUNITY PLAN ADHERENCE:**

Fair Housing Office  
Local Department of Health and Human Services  
Local Shelters

### **3.2 OPENING AND CLOSING THE WAIT LIST (CONTINUED)**

The Wait List will remain open for a period long enough to fill the Wait List with applicants that will meet the projected existing supply and new allocations over the next 24 months. The Authority reserves the right to open its List to specific preference holders or other categories of candidates to ensure that there is an adequate pool of qualified applicants. For instance, the Authority may elect to open its Wait List to working families or to elderly/disabled if conditions exist where such categories of candidates are needed to fulfill goals of broad ranges of incomes or suitable families to occupy units.

The Authority will close or suspend application intake when it determines that the existing pool of applicants equals 20% of existing and new allocation of vouchers, or will fill anticipated openings for a period of 24 months. The Authority may provide notice of the closing and opening of the Wait List.

### **4.0 ELIGIBILITY CRITERIA FOR ADMISSIONS**

Section 4 presents the criteria for eligibility admission and denial in the assisted housing program that are subject to the rules issued by HUD in Subpart E - Admission to Tenant Based Program (982.201: Eligibility). Program eligibility is defined as meeting the criteria to participate in the SECTION 8 tenant-based program

Program eligibility determination results in eligibility for program selection. Program denial results from not meeting one or more criteria for program participation. Program denial results in withdrawal from the Wait list.

All applicants will be notified of their eligibility determination. The eligibility specialist will notify applicants in writing, noting the reason for the determination. If requested, the Supervisor may grant an informal review of the withdrawal determination for good cause as described in Chapter 18.

It is the policy of Hartford Housing Authority to ensure that participant eligibility is determined in accordance with HUD rules and that appropriate procedures ensure accurate and consistent application of such rules. This section presents the standards under which Hartford Housing Authority establishes family eligibility; determines which family members can live in the assisted dwelling units; and obtains and verifies evidence of citizenship or eligible immigration status. Finally, this section defines the application disposition in terms of the rights and responsibilities of Hartford Housing Authority and the applicant regarding acceptance or denial.

All applications drawn by lottery shall meet the criteria required for initial eligibility. Eligibility will be determined based on information collected on the standard tenant based application form, and third party verifications. The form contains the information that is required to determine program eligibility. All applicants will receive initial written

(i.e., unverified) notification of eligibility determination from the information supplied by the applicant. Final notification of eligibility determination will be provided to the applicant after verification is completed.

#### **4.0 ELIGIBILITY CRITERIA FOR ADMISSIONS (Continued)**

Since HUD requires that Hartford Housing Authority determination for program eligibility be based on information that is less than 60 days old, Hartford Housing Authority conducts an 'initial eligibility review' prior to 'final eligibility determination.' The initial review ensures completeness of the application form, validates the legal identity of the applicant, and determines any special conditions that may apply to the family. At this time, all other family members 18 years or older will sign releases, and other required forms. Another key aspect of the initial review of the application will be to explain to the applicant the type of documentation that will be needed for final eligibility determination and discuss any special conditions that may apply to the family. It is intended that this procedure will better prepare the applicant for verification and improve the verification efficiency of Hartford Housing Authority.

To be eligible for SECTION 8 assistance, applicants must meet the following initial admission criteria:

- Be either an extremely low-income family (i.e., below 30% of the jurisdiction's median income) or a low-income family (i.e., below 50% of the jurisdiction's median income) within parameters set out in section 4.3. Under QHWRA 75% of all new admissions must be extremely low-income families.
- Produce a valid Social Security Card if they possess one, or sign a declaration that the Social Security number they believe to be theirs is accurate. If unable to produce a card upon application, family member who has one must produce a card within 60 days from the date of the declaration. If the member is elderly (62 years of age or older) an additional 60 day extension may be given
- If an applicant or family member has never been issued a Social Security Number, the applicant or member of the household may sign a declaration stating such. If they acquire one during the time they are active on the Section 8 Program, they must produce the card at the next scheduled reexamination.
- Provide proof of citizenship or legal immigration status; staff may submit S.A.V.E. data and documentation to Immigration and Naturalization Service followed by an 18 month hiatus during which the family may be admitted to the program in conformance to HHA Section 8 procedures as stated in this plan.
- Not be an illegal drug user or an abuser of alcohol to the extent that their behavior interferes with the health, safety or peaceful enjoyment of other residents.

The Authority emphasizes the fact that the initial application review is made only to place an applicant on the Wait List. Final determination for eligibility is made after verification of the information provided on the applications, as updated to reflect the current status of the applicant. The final determination, that is required prior to program admission, must be conducted within a period of 60 days before admissions to the program.

#### 4.1 DEFINITION OF A FAMILY

HUD broadly defines the term “family”, and requires that the Housing Authority define it also. The following describes what constitutes a family for Hartford Housing Authority and encompasses a broad spectrum of groups or individuals.

While the Hartford Housing Authority follows HUD’s definition of a family, it stipulates that for the purposes of its program a family must have a designated head of household. The HHA defines a head of household as an adult member of the family or other person who has the legal capacity to enter into the housing lease. The head of household is wholly or partially responsible for paying the rent.

A Family is:

- A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.
- Children temporarily absent from the home due to placement in foster care are considered family members.
- Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit. Note: Prior to housing placement, of adoptee court documents must be provided.
- An emancipated minor as head of household.

An **elderly family**, which is:

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

An **near-elderly family**, which is:

- A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
- Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
- One or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in-aides.

A **disabled family**, which is:

- A family whose head, spouse, or sole member is a person with disabilities;
- Two or more persons with disabilities living together; or
- One or more persons with disabilities living with one or more live-in aides.

A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

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

A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing

authority without meeting the income requirements of the Hartford Housing Authority.

## 4.2 FAMILY COMPOSITION DETERMINATION

The Authority's determination of "family", and more specifically family composition (i.e., size), is the primary factor in assigning suitable living accommodations for the applicant. The intake specialist should assure that all family member information contained on the application is complete and legible. HHA establishes the family size and composition in order to determine the appropriate subsidy standard for the household. When establishing the family composition, HHA will include:

- A child who is temporarily away from the home because of placement in foster-care so long as the absence is temporary in nature. HHA reserves the right to verify status of absentee child(ren) quarterly. A court order or third party verification from DSS, DCYS or other child protective agency will be required to substantiate that the case is still pending.
- A live-in aid if the applicant is elderly, near elderly (i.e., 50-61) or disabled.
- Related families living together if they applied as a family dwelling unit.
- Foster children and foster adults.
- Unborn children will be counted as members of the household.
- Children of the parent who provide over 180 days of lodging. If the court awards joint custody of a child, the applicant must be awarded over 180 days of custody in order to have that child be counted as a member of the household.

The applicant will not have to document family composition at the time of application. However, the applicant must be told that final determination of family composition will be subject to eligibility verification and special documentation is required for validating temporary absences for family members and for approving live-in aids.

In circumstances where a family on the Wait List splits into two otherwise eligible families and the new families both claim placement on the Wait List, Hartford Housing Authority will determine eligibility based on:

- Court ordered decree.
- Which family member applied as head of household.
- Which family unit retains the children or other family members.
- The role of domestic violence in the split.
- Recommendations of social service agencies involved with the family.

Required documentation for family composition determination is contained in Section 7: Verifications for Admissions.

### **4.3 INCOME DETERMINATION FOR ADMISSIONS AND CONTINUED OCCUPANCY**

Effective October 1, 1999, Congress requires that PHA's ensure that at least 75% of an existing program's SECTION 8 vouchers are issued to eligible families with income that does not exceed 30% of the median average income of Hartford Housing Authority's jurisdiction.

To be income eligible for SECTION 8 assistance the applicant must be:

- An Extremely low-income family such that the family income does not exceed 30% the median income for the area, adjusted for smaller and larger families as determined by HUD.
- A very-low-income family such that the family income does not exceed 50 percent of the median income for the area, adjusted for smaller and larger families, as determined by HUD.
- A low-income family so that family income does not exceed 80 percent of the median income for the area, adjusted for smaller and larger families, as determined by HUD that are determined to be:
  - "continuously assisted" under the 1937 Housing Act.
  - Physically displaced by rental rehabilitation activity under 24 CFR part 511.
  - A non-purchasing family residing in a HOPE 1, HOPE 2 or 5(h) homeownership program.
  - Displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract.

The Authority defines continuously assisted as a family that (1) is already receiving housing assistance under a 1937 Housing Act program or (2) has received housing assistance under any State or Federal program within 30 calendar days prior to selection for admissions into the tenant based housing program.

The Authority determines income eligibility by comparing the family's annual income (gross income) with the HUD established extremely low, very-low or low-income limit for the area. The appropriate income limit for issuance voucher is the highest income limit, based on family size determination, for areas in the Authority's jurisdiction. The family may only use the voucher to lease a unit in an area where the family is income eligible at the admission to the program (i.e., must be within the income limit of the jurisdiction where they want to be housed).

Family income will not be verified at the time of initial application because income eligibility to the program must be determined based on family income within 60 days of program admission. However, for over income families, if the family's gross annual income is stable and there is no reason to expect that it will be reduced, (e.g., expected layoff, divorce, family split) the applicant should be advised that they will be denied program admission upon final determination.

#### **4.4 SOCIAL SECURITY NUMBER (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. For applicants who have never been issued social security numbers, each member or adult on behalf of minor dependents must sign a declaration that they have never had one. In these rare instances, HHA will utilize the PIC options to assign a temporary one for electronic reporting purposes.

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

Persons who disclose their Social Security Number but cannot provide verification, must sign a certification and provide verifications within 60 days. Elderly persons must provide verification within 120 days. A drivers' license, identification card issued by a Federal, State or local agency, documents issued by an employer, or Federal, State or local agencies containing the legal name and social security number of the applicant is acceptable proof. A photocopy of the social security identification is to be attached to the application.

If a social security number for any member of the household is missing at the time of pre-application, or at application, the head of household will be responsible for applying for a replacement. HHA will accept a receipt from the Social Security Administration to determine eligibility, however a valid Social Security Card must be presented within one month of issuance of the voucher.

#### **4.5 PROOF OF CITIZENSHIP OR ELIGIBLE NON-CITIZENS STATUS (Part 5 Subpart E)**

Section 214 of the Housing and Community Development Act of 1980, prohibits SECTION 8 assistance for persons other than United States citizens or eligible aliens. On March 20, 1995, HUD issued its final rule implementing the Act as amended. An Interim Rule was issued November, 1996 and a final rule in May, 1999.

At least one family member must be certified as a citizen, national or eligible non-citizens before being admitted as an assisted family. It is incumbent on the family to provide proof of eligibility and on the Authority to validate citizenship or proof of legal immigration status. Standards for proof of citizenship and legal immigration status are provided in Section 214 of the Act. The primary method for determining legal immigration status is through contact with the US Department of Immigration and Naturalization Services.

For new families that include eligible and ineligible members, the family composition will be determined in accordance with the definition of a family and the assistance payments will be prorated to reflect assistance for citizens, nationals and eligible non-citizens. For continuing mixed families, a period of 18 months is the limit to be granted for assistance. If the family has not verified its eligibility as legal non-citizen after the 18 -month period, they will be terminated from the Section 8 program.

Certification of family member citizenship is required to be made by the head of household under penalty of perjury and denial of admittance for tenant based assistance. (See Section 15.5 for further information).

#### **4.5 PROOF OF CITIZENSHIP OR ELIGIBLE NON-CITIZENS STATUS (Continued)**

#### Reporting of unauthorized Resident Aliens

Section 404 of the Welfare Reform Act, Public Law 104-193, as amended, requires Public Housing Agencies to notify the Immigration and Naturalization Service (INS) on a quarterly basis of any alien the entity “knows” is not lawfully in the United States. Under this notice an entity is not required to submit quarterly reports to the Service unless it has knowledge of an individual who is not lawfully present in the United States.

#### Resident Aliens of the Freely Associated States

Public Notice 2001-27 issued August 3, 2001 and expiring August 31, 2002 provides guidance on Public Law 106-504, enacted November 13, 2000, regarding the eligibility of the citizens of the Republic of the Marshall Islands, Republic of Palau, and the Federated States of Micronesia (collectively referred to as the “Freely Associated States” or “FAS” for federally assisted housing.

Section 3(b) of Public Law 106-504, enacted November 13, 2000, amends Section 214 (a) of the Housing and Community Development Act of 1980 (USC 1436A (a)) to provide that an alien who is a lawful resident in the United States and its territories a lawful resident in the United States and its territories and its possessions under section 141 of the Compacts of Free Association between the government of the United States and the Governments of the Marshall Islands, the Federated States of Micronesia and Palau (collectively referred to as “the freely Associated States”(FAS) is eligible for financial assistance while the applicable section is in effect. For purposes of this provision, the term financial means financial assistance made available pursuant to the United States Housing Act of 1937, Section 235, or 236 of the National Housing Act, the Direct Loan Program under Section 502 of the Housing Act of Title III of the Cranston-Gonzales National Affordable Housing Act or Section 101 of the Housing and Urban Development Act of 1965. Therefore:

- PHAs must consider FAS citizens (e.g., those who reside in the U.S. and its territories pursuant to section 141 of the Compact) as eligible applicants for federal housing assistance.
- PHAs must notify in writing all affected families of the eligibility changes made by the November 13<sup>th</sup> law that FAS citizens whose residence in the United States is permitted under section 141 of the Compact are now eligible to receive housing assistance. Families in occupancy affected by the eligibility change include mixed families (as defined at 24 CFR 5.504) who are receiving prorated assistance because one or more members are FAS citizens. Such families should no longer be considered a mixed family for assistance purposes, but now must be treated as an eligible family, if the family’s eligibility, pursuant to section 141 of the Compact, is verified.

#### Reporting Resident Aliens of the Freely Associated States

- PHAs must conduct a review of families who since November 13, 2000 were determined to be ineligible for housing assistance because of citizenship status, and families who have moved out after November 13, 2000, because of citizenship status.

#### **4.5 PROOF OF CITIZENSHIP OR ELIGIBLE NON-CITIZENS STATUS (Continued)**

- PHAs must conduct an interim re-examination as a result of the new provisions and make necessary rent adjustments, in accordance with 24 CFR 960.257 for families in public housing, 24 CFR 982.516 (participants in the tenant-based and project-based housing choice voucher program) and 24 CFR 882.515 (for participants in the Section 8 moderate rehabilitation program). So that affected families are not unnecessarily further burdened by pro-ration of rent

#### **4.6 CONTINUOUS ASSISTANCE**

“Continuous Assistance” is a status given to a candidate that is receiving housing assistance under any 1937 Act housing program when the family is admitted into the voucher program. For instance tenant-based assistance may be provided for continued assistance to residents of a SECTION 8 project after a HAP contract is terminated for owner breach. The Authority’s definition of a continuously assisted family also recognizes that a variety of circumstances may result in brief interruptions of assistance that will not constitute a break of assistance for the purposes of assigning continuous assistance. Short interruptions of assistance that are not the under the control of participant or are for a period of less than 30 days in duration will not be recognized for purpose of assigning continuous assistance.

The Authority will consider the continuous assistance status of a resident under the following circumstances:

- Assisting an applicant whose income exceeds the very low-income limit but is under the low-income limit.
- Assisting an applicant as a result of a terminated lease provided the termination is for owner breach or mutual agreement of the owner and tenant.
- Assisting an applicant possessing notice to vacate, court judgment or other document allowing the owner to evict the tenant provided the applicant is otherwise eligible to participate in the program.

The Authority may only grant continuous assistance to a family to initiate a move only one time within any year. However, if a family did not have a domicile within the jurisdiction of the Authority at the time a certificate was issued that family has no rights to initiate a move under continued assistance during the first 12 months of tenancy (see portability for further information).

#### **4.7 GROUND FOR DENIAL OF ELIGIBILITY**

In addition to the statutory eligibility criteria that have been discussed above, HHA will deny admission to a family for the following reasons:

- Applicants who owe rent or other amounts to the Authority in connection with any SECTION 8 or another public housing program.
- Applicants guilty of program abuse or fraud in any Federal housing assistance program. (See docs, attached to this Plan).
- Applicants previously evicted for violating family Obligations under the SECTION 8 Program. See Family Obligation Rule (i.e., CFR 982 Subpart L: Family Obligation; Denial and Tenant Termination).
- In accordance with One Strike You're Out provisions that became law in 1996, applicants with a history of illegal drug sale or use, destructive or dangerous behavior associated with alcohol abuse are ineligible. *Additional language:* Applicants or family members who have established patterns of behavior that negatively impact the peaceful enjoyment of the premises by family or others that is attributable to alcohol or drug abuse are ineligible.
- Applicants convicted of a crime within the last 36 months, or applicants who have been designated as "Career Criminals" by the judicial system.
- Applicants registered by the State of CT as Sex Offenders or any individual who is obligated to register as a sex offender will not be admitted to the Section 8 Program whether they are registered or not.
- Applicants who have a history of non-payment of rent, or who have a poor credit history that demonstrates that they are not financially responsible.

HHA Section 8 will conduct credit and criminal records checks for all applicants 18 years of age or older, and all such persons joining existing households. Families who have a history of non-payment of rent in private or public housing will not be admitted. Families denied for this reason who can claim extenuating circumstances, due to death, long-term illness, loss of employment or some similar unforeseen devastating problem, may have their evictions due to non-payment or poor credit, forgiven. These exceptions must be reasonably documented.

It is the policy of the Authority that persons evicted from any public or assisted housing program because of drug related criminal activity are ineligible for admission to SECTION 8 Programs for a three year period from the date of the criminal activity. The Authority may waive this criteria if:

- The person demonstrates successful completion of a rehabilitation program approved by the Authority, or
- The circumstances leading to the eviction no longer exist (e.g., the individual involved with drugs is no longer in the household because the person is incarcerated).

#### **4.7 GROUNDINGS FOR DENIAL OF ELIGIBILITY (Continued)**

*The terminology in 24 CFR Section 982.553 on crime by family members is as follows:*

- (a) At any time, the Housing Authority may deny assistance to an applicant or terminate assistance to a participant family if any member of the family commits:
  - 1) Drug related criminal activity; or
  - 2) Violent criminal activity
- (b) If the Housing Authority seeks to deny or terminate assistance because of illegal use, or possession for personal use of a controlled substance, such use or possession must have occurred within one year before the date that the Housing Authority provides notice to the family of its determination to deny or terminate assistance. HHA may not deny or terminated

assistance for such use or possession by a family member if the family member can document that he or she:

- 1) Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment/ and
  - 2) Is recovering, or has recovered from such addiction and does not currently use or possess controlled substances. The Authority may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.
- (c) Evidence of criminal activity: In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the Authority may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

The Authority will implement this policy by requiring that each applicant acknowledge on the application form the eviction of any family member listed in the application due to drug related or violent criminal activity from any public or assisted housing program within the past three years from the date of the application. Furthermore, the Authority will maintain a database containing the name, social security number and reference to file containing a record of the eviction outlining the circumstances of all evicted families to be compared with new families as they apply. All applicants, and listed family members, will be compared against the eviction database. The Authority will notify the applicant family of an admissions denial for eviction due to drug related criminal activity in a standard denial letter.

The applicant may challenge denial. If the Authority denies issuance of a voucher based on a criminal record, the authority will provide means by which the applicant may receive a copy of the information/criminal record upon which the denial was based. The applicant will have the opportunity to dispute the accuracy and relevance of the record in an informal review. If successful and denial is overturned, the family will be granted admittance into the program. However, the applicant will be ineligible if it is discovered that information was misrepresented or falsified during the application process.

The Authority's decision to determine eligibility is limited to the above stated criteria and is not based on an applicant's suitability for tenancy. It is the owner who determines whether a family is suitable for tenancy.

#### **4.8 INELIGIBILITY ADMISSIONS**

Families or individuals convicted of manufacturing or producing methamphetamine are

permanently ineligible for assistance in the SECTION 8 Program.

#### **4.9 ELIGIBILITY NOTIFICATION**

The Authority and or its agent will notify the applicant in writing upon completion of initial eligibility determination based on a review of the information contained on the application. Accepted applications will be placed on the Wait list and ranked in accordance with Authority's preference policy. The notice will indicate their place on the Wait list for the program. The notice will also contain applicant instructions for keeping the Authority aware of any changes in their application. The initial notice will explain that the Authority will contact the family for eligibility determination and verification within a period of 60 days before the Authority expects to issue voucher to the applicant.

If an applicant is denied admission, the Authority will notify the applicant in writing within 10 calendar days of determination. The notice will state the reason(s) for program denial. All program denial letters will include information on applicant's rights to an informal review, state how to arrange such a review,

#### **5.0 PREFERENCES AND WAIT LIST**

In the voucher program, the law establishes the boundaries for statutory eligibility. However, the law does not assure assistance for every eligible family. Unlike entitlement programs, in which assistance is provided to any eligible person, the availability of SECTION 8 voucher assistance is constrained by the amount of funding appropriated by Congress and by the funding available to the Authority at which the family applies. Many may apply, but the Authority can only assist the number of families that can be supported with available funding.

It is with this basic concept in mind that program eligibility boundaries are set by HUD to create a pool of eligible applicants that are, with little exception, limited to extremely low-income families. Within that general pool of applicants, eligibility is further refined by criteria established by HUD and as a result of local policy. Once applicants are accepted they are placed on a list to await verification and program participation in the form of housing assistance based in an order of preference or selection.

It is a primary responsibility of the SECTION 8 Program to ensure that applicants are listed on the Wait List in order based on the numbered sequence assigned during the lottery process. By maintaining an accurately sequenced Wait List the SECTION 8 Program ensures that program admissions are assigned in a legal, consistent and non-discriminatory manner.

#### **5.1 TYPES OF PREFERENCES**

The Hartford Housing Authority family selection will adhere to the following income targeting statutory preferences:

Hartford Housing Authority will ensure that not less than 75% of its new admissions to the program will have incomes at or below 30% of the median average income. The income limits based on 30% of the median are listed in HUD's annual income limits publication

<http://www.huduser.org/data/factors.html>.

#### **5.1 TYPES OF PREFERENCES (Continued)**

The 75% /30% preference is effective April 1, 1999. Compliance with the initial year will be prorated to reflect the shortened period. Beginning January 1, 2000 and while in effect, the 5.1

statutory preference compliance will be measured on a January to December basis.

Adherence to the 75%/30% rule will be measured in April and September each year. If the requirements of the rule are not met, families on the Wait List that meet the income criteria will be selected until the 75%/30% condition is met. If the Wait list does not contain ample applicants that meet the income criteria, the Wait list will be opened and families will be selected by lottery. Once the Wait List is exhausted, Hartford Housing Authority will advertise for additional applicants that meet the 30% median income criteria. Applications will be accepted until the income targeting levels are achieved.

Local preferences are set by Hartford Housing Authority based on need that is determined, in part, through consultation with affordable housing advocates that serve the Hartford Housing Authority jurisdiction. Community input into determining local preferences is conducted through the annual Agency Plan process. The results of the hearing and the recommendations for applying local preferences are submitted annually to the Board of Commissioners for comment and approval.

Applicants will complete the formal application for housing as they reach the top of the Wait List at which time statutory preference will be verified and eligibility determined. Applicants will be notified in writing upon selection for the Wait List for an appointment to complete the application and submit supporting documentation. Applicants that cannot document their preference will be removed from the Wait List and placed back into the applicant pool according to their non-preference status.

## **5.2 PREFERENCE ASSIGNMENT**

Wait List applicants will become available for selection and issuance of a voucher once eligibility determination is completed. Thus, a voucher will be issued to the highest ranked determined eligible applicant (i.e., a higher ranked applicant may be skipped if the eligibility determination has not been completed when a voucher is available). Applicants will be interviewed in the order in which they respond.

The order of admission from the Wait List will not be based on family size, or on the unit size (Subsidy Standard) for which the family qualifies under the Hartford Housing Authority's occupancy policy. If Hartford Housing Authority does not have sufficient funds to subsidize the family at the top of the Wait list at the level of Subsidy Standard needed, it may not skip the top family to admit an applicant with a smaller family size. Instead, the family at the top of the Wait List will be admitted when sufficient funds are available. However, in order to comply with the 75% extremely low-income mandate, skipping of higher income families on the Wait List to access lower income families on the Wait List will occur. Applicants who fail to respond to contact letters within 30 days will be removed from the Wait List.

## **6.0 ADMINISTERING THE WAIT LIST AND APPLICANT SELECTION**

It is Hartford Housing Authority's policy and a HUD requirement that families are placed on and selected from the Wait list in the proper order. Following a consistent practice will ensure that an offer of assistance is not delayed to any family or made to any family prematurely. By maintaining a viable Wait List, Hartford Housing Authority will be able to perform the activities which will ensure that

an adequate pool of qualified applicants be available so that program funds are used in a timely manner. Effectively January 1, 1999, documenting proper placement and selection from the Wait List is a (SEMAP) SECTION 8 Management Assessment Program requirement.

For the purpose of this discussion, it is important to keep in mind three underlying concepts for managing the Wait List. First, the Wait List uses a preference system for ranking applicants selected from the applicant pool that was determined through a lottery process. Second, a local preference was approved by the Board of Commissioners to give priority to special needs found in the Hartford community. A preference is not a right and may be changed upon Board action. Any such change in preference criteria will result in immediate change in the Wait List order. Third, only certified eligible applicants are selected from the Wait List based on applicant ranking. It is possible a lower ranked applicant may be issued a certificate/voucher if the higher ranked applicants are not yet certified eligible (i.e., awaiting third party verification, re-scheduled after missing an interview appointment, etc.) The Authority must maintain a Wait List that contains the following information for each applicant:

- Assigned date and time of application (i.e., either lottery stamp or as revised).
- Staff will use the pre-application to establish head of household, names, ages and gender and relationships to the head of household of all other family members.
- Appropriate unit size based on HHA subsidy standards.
- Local preference
- Racial designation of the head of household.

## **6.1 WAIT LIST MAINTENANCE**

The Wait List only contains the applicants being processed for eligibility. Applicants initially placed on the Wait List will be removed from the list for the following reasons:

- The applicant does not respond to the requested information or cannot provide the information necessary for the Authority to verify the applicant's status for program selection within a 30 day period provided that the applicant's failure to respond is not
- caused by the applicants disability.
- The applicant is no longer eligible for the tenant-based program as a result of program selection verification that is conducted within 60 days of anticipated voucher issuance.

### **6.1 WAIT LIST MAINTENANCE (Continued)**

- The Authority determines that fraud has been committed in completing the application.
- The applicant has refused offers of the tenant based assistance under the voucher program.

The Authority may not take any of the following actions because an applicant has applied for, received, or refused other housing assistance:

- Refuse to list the applicant on the Authority's Wait List any other type of housing

assistance.

- Deny admission preference for which the applicant is otherwise qualified.
- Remove the applicant from another Wait List.

## **6.2 SELECTION FROM THE WAIT LIST**

Applicants may be pulled from the Wait List and pool in groups of **100 or more**. As applicants on the Wait List move within 60 days of anticipated placement, the application will be reviewed, verified and processed in accordance with Hartford Housing Authority's procedures for eligibility and selection.

Hartford Housing Authority does not conduct a special procedure to purge its applicant pool or Wait List. Rather, it removes applicants as they are reached on the list. When families refuse an offer, cannot be located by mail, etc. the application will be withdrawn. It is in this manner that the Wait List will be purged.

All applicants on the Wait List will be contacted and processed in a timely manner. When initially selected, and additional information is required for verification purposes, a request will be mailed to the applicant. If an applicant fails to respond or if the mailing is returned without a forwarding address, the applicant will be withdrawn from the Wait List. A record of the mailing or returned mailing will be maintained in the applicant's file. The withdrawn applicant file will be filed for a period of *three* years from the withdrawal determination.

Applicants who respond and pass verification will be issued a voucher (at the appropriate time) and those that do not will be removed from the Wait List. Notification will be sent to applicants that pass or fail the verification process. Applicants that dispute the verification results will be advised to follow the informal review process (see Section 20).

## **6.3 SPECIAL ADMISSIONS**

Admission of a family that is not on HHA's Wait List or without considering the applicants' Wait List position, is called a special admission. Special admissions occur when HUD gives HHA program funding for families living in specified units as opposed to a special category of persons on the waiting list. Examples are funding for families displaced because of demolition or disposition of public housing property, or displacement from a project due to termination of assistance or other event.

If HUD awards funding that is targeted for families living in specific units, HHA is to use the funding for that purpose. HHA will use the targeted funding in accordance with the conditions imposed when the funds are awarded to and accepted by HHA.

### **6.3 SPECIAL ADMISSIONS (Continued)**

In most instances, special admissions funding is only restricted on initial use for a particular family. If HUD does not require continued use of the funding for a special purpose, the funding is released from special requirements upon turnover. At such time, funding becomes available for general use in HHA's tenant-based program. Re-issuance of these vouchers will be made in accordance with Wait List procedures. purpose, the units and the families associated with the units, and information on requirements regarding continued use. HHA must also maintain an accounting of each voucher issuance, turnover and placement in the general and voucher pool.

Specified Category Admissions apply if HUD awards vouchers for a specified category of families on the Wait List, the Authority must select applicant families in the specified category. As the specific category of funding becomes available the Authority will select the otherwise highest ranked applicant that meets the criteria of specific funding. Funding for specified category of Wait List families should not be confused with “special admissions” which is discussed in the next section.

## **7.0 VERIFICATION FOR ADMISSIONS**

All families who are admitted to the Authority’s SECTION 8 Program must be certified to be eligible in accordance HUD and HHA requirements. To be placed on the Wait List an applicant must complete the required application form and provide proper identification for the head of household, including social security number, and proof of citizenship or eligible non-citizen status.

Before admittance into the program, the current status of the applicant must be updated and the application data verified. No applicant shall be admitted to the SECTION 8 Program without a thorough investigation of income, family composition and all other factors pertaining to eligibility, rent, unit size and type, preference, etc. Complete and accurate verification documentation will be maintained for each applicant and resident. Misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, etc. will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family will be terminated from the program.

HHA staff must verify applicant information within 60 days of issuing the voucher. The verification process is initiated with notice to the applicant to update the application to reflect changes and to provide specific documentation necessary for verification. The applicant can bring or mail the updated application and requested documentation. Applicants must return the updated application within 2 calendar weeks of issuance. However, the applicant will have one month to provide needed documentation. If notice was sent on March 10 the documentation is required by April 10. The Family will not be activated unless all verifications are received, with the exception of INS responses.

In all, five categories of information must be verified to determine program eligibility. The Authority will verify the application in following sequence:

- Family size and composition.
- Income as qualified for extremely low, & very low-income admittance.
- Preference status.
- Criminal histories including use or sale of illegal or controlled substances.

## **7.0 VERIFICATION FOR ADMISSIONS (CONTINUED)**

- Patterns of negative or dangerous behaviors by members due to abuse of alcohol or
- drugs that may interfere with the health, safety or rights of others.
- Family members, or a family member has been evicted from a public or assisted

housing program authorized under the 1937 Act within the last three years.

- The head of household and other parties to the lease do not possess a history of poor financial dealings and are likely to meet their obligations for rent.
- No family member appears as part of the State of Connecticut’s lifetime sex offender registration program, including Live-in Aides. No individual registered with this program will be admitted to the Section 8 Program, nor will any person who is obligated to register as a sex offender be allowed admittance, whether they are registered or not.
- The head of household or other adult member of the family have outstanding indebtedness to the federal government under any of its programs, i.e., Department of Education, Veterans Administration, Mortgage Guarantee programs, etc.

The table on the following pages identifies each category of information required to determine eligibility, and the corresponding verification documentation. The last column in the table identifies with a check mark the information that must be verified at the time of application.

**7.1 VERIFICATION FOR ELIGIBILITY DETERMINATION**

**Information Regarding Eligibility and Verification**

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
Family Size and Composition			
Legal Identity	Proof of all family members	Adults: Current Drivers License, Birth or Baptismal certificate, U.S. Passport Child: Birth or Baptismal Certificate Adoption papers, DSS ID, etc.	<input type="checkbox"/>
Citizenship/Eligible Immigrations Status	Proof of all family members. Ineligible members must be identified and subsidy must be prorated for Ineligible members.	Citizenship Certificate, U.S. Passport or declaration of citizenship. Eligible Non-citizens: Immigration or Naturalization Service (INS SAVE phone system validation), or official INS documentation (e.g., Resident Alien Card or Registration card, temporary resident card,).	<input type="checkbox"/>
Social Security Numbers	Numbers for all adults and children.	Social Security Card issued by the Social Security Administration, Drivers license, Federal, State or local agency issued ID Card with verified	<input type="checkbox"/>

**Information Regarding Eligibility and Verification**

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
		signature, form of check stub issued by the IRS.	
Disability	Proof of all disabled members	Receipt from SSI or SSA payment or signed letter attesting to disability on official letterhead from doctor or licensed social worker.	
Elderly	Proof of all elderly members	Current Drivers License, Birth or Baptismal certificate, U.S. Passport	
Marital Status	Proof from Head of Household	Executed Marriage Certificate, Divorce decree, Court ordered separation or other decree.	
Permanent Absence of Adult Member	Proof of permanent absence	Divorce or separation action, protection/restraining order, proof of another address, order of incarceration, self-certification.	
Live-in Aid	Proof of need, residence and non support obligation	Written verification from qualified source and declaration from aid for residency, care delivery, non-spouse and non-support obligation.	*
Income and Deductions			
Employment Income	All members of family over 17 years	Employer verification, or check stubs/ W-2 less than 60 days old. Verification of adult members that they are not employed.	
SS, SSI, Disability income, pension, Unemployment Compensation, Welfare	All adult or other family member receiving benefits	Benefits verification form agency(s) providing the benefit. Computerized print out of benefits.	

**Information Regarding Eligibility and Verification**

<b>Information Category/Type</b>	<b>Verification Requirement</b>	<b>Verification Documentation</b>	<b>*</b>
Income from business	All members of family over 17 years	IRS form 1040, company books, financial statement for the period ending less than 60 days old.	
Income from Assets	Determination of projected income form Assets	IRS form 1040	
Child care expense	Average monthly payment	Signed statement from provider describing the monthly amount, hours worked, child(ren) served, location and phone number and canceled check or receipt for services rendered	
Medical Expenses	For all assisted persons whose medical expenses are not being reimbursed.	Record of premiums paid, canceled checks or other receipts, bills, etc. during the past 12 months.	
Disability Assistance Expenses	For all disabled persons whose expenses are not being reimbursed.	Record of premiums paid, canceled checks or other receipts, bills, etc. during the past 12 months.	
Preference			
Multi-member, or elderly, disabled, single family	Determination of family status	Based on above data.	<input type="checkbox"/>

**7.2 METHOD OF VERIFICATION AND TIME STANDARD**

Hartford Housing Authority will verify information in the manner presented below:

- Electronic third party verification through online services i.e. department of labor, social security or other secure website.
- Written third party correspondence through the mail or fax.
- Verbal third party verification by Staff documenting the date, time, and name of the third party providing the acknowledgement.

- Review of documentation presented by the applicant in the event that the third party and oral verifications were attempted and unavailable.
- Verbal verification will be used only after written verifications efforts have not been successful (i.e. after a written response has not been received during a two-week duration.) When using the oral verification procedure specialists will first determine the status of the written request, ask the representative to fax written verification, and request oral verification by requesting the amount of income rather than providing the stated amount for confirmation.

Verbal verification is another acceptable method of verification. Application Specialists must provide documentation that details the specific information as to how it was obtained, i.e., date obtained, name of source, employed by, phone number, etc.

A projection based upon a published increase factor, i.e. those annually published by the Social Security Administration that is applied as a percentage to a standard, is acceptable. Although the least desired method, Hartford Housing Authority will accept a certification or self-declaration from the applicant or family members.

## **8.0 SUBSIDY STANDARD**

HHA must determine the appropriate subsidy standard based upon the family size and composition. The size of a family refers to the number of family members. The composition of the family deals with the characteristics and relationship between them of the family members. The combination of the size and characteristics determines the appropriate number of bedrooms or family unit size. The family unit size is reflected on the voucher issued to the family when the family is selected for participation in the program.

The subsidy standard is a dollar amount that is assigned to all similarly sized units. Units containing a different number of bedrooms are assigned different subsidy standards. Subsidy standards must be assigned consistently for all families of like size and composition.

The Authority establishes the appropriate number of bedrooms (i.e., family unit size) for each family individually, based on the family size and composition. The family unit size must provide for the smallest number of bedrooms needed to house a family without overcrowding. Housing quality standards suggest that overcrowding exist when there is not at least one bedroom or living/sleeping room for each two persons.

### **8.1 DETERMINING SUBSIDY STANDARD**

This section explains the subsidy standard assignment process. It discusses the factors used to determine the voucher value for an individual family, how the subsidy standard is determined and what to do when it changes. It also outlines the steps to be taken if a family selects a unit size different from the voucher unit size.

The following general principles will be used to determine the proper unit size based on the number of family members:

- Family members are assigned to bedrooms on the basis of two of the same sex per

bedroom.

- Adults who have a spousal relationship shall occupy the same bedroom.
- Only one person may be assigned to each living room/bedroom combination.

The following principals are used to determine the family unit size based on the characteristics of the family members:

- The head-of-household and a Live-in Aide are assigned a separate bedroom.
- A family member with a documented medical need may be assigned a separate bedroom.
- A child under two (2) years of age may to share a bedroom with a single parent.
- Two children of different sex under the age of 6 years may share a bedroom.
- A child who is temporarily away from home because of placement in a foster home is considered a member of the family.

The assignment of family unit sizes on the voucher will meet the following parameters:

<b>Range of Family Members</b>	<b>Certificate/Voucher Size</b>
1	Zero Bedroom
1-2	One Bedroom
2-4	Two Bedroom
3-6	Three Bedroom
4-8	Four Bedroom
6-10	Five Bedroom
8-12	Six Bedroom

## **8.2 FAMILY UNIT SIZE SELECTED**

The Authority assigns a subsidy standard to a voucher based on family's needs and eligibility. However, the assignment of a family unit size by the Authority does not restrict the family from renting a unit with a greater or smaller amount of bedrooms. Simply stated, HHA will allow the family to lease any unit they can within the parameters of what we can pay consistent with all the factors by which we arrive at that number. Section 8 will not exceed a reasonable rent, nor will it accept a lease for a unit that overcrowds the family. Except under extraordinary circumstances, HHA will not approve any lease that would require more than two persons per bedroom. As long as it meets all the other criteria, the family and the landlord can negotiate. The utility allowance will

match the subsidy standard outlined on the voucher. Regardless of the family unit size selected the Authority must ensure:

- The unit size selected meets HQS living standards such that no more than two persons occupy a bedroom (see chart above).
- The Authority must use the subsidy standard established for the lesser of the voucher size or the unit size selected by the family.
- The Authority must use the payment standard for the lesser of the voucher size or the unit size selected by the family.
- Gross rent will be calculated based on the utility allowance for the subsidy standard reflected on the voucher.

### **8.3 CHANGES IN SUBSIDY STANDARD ASSIGNMENT**

Subsidy standard assignment may be changed as a result of changes in family size or composition. Exceptions may be granted for circumstances that are not covered under the Authority's published subsidy standard. Changes based on exceptions to the standard must be documented and approved by the SECTION 8 supervisor.

#### Requests for Exceptions

Requests for exceptions by the applicant must be made before the family accepts the voucher. Determination for an exception will be made immediately and prior to issuance of the voucher. Other requests for a change must be handled in accordance with changes in the family size and composition.

The Authority will consider exception to the initially determined family unit size for family size or composition circumstances that were not considered during the initial determination, or if the Authority's standard does not address a particular family composition circumstance. Exceptions may be granted only for documented, agreed upon family size or composition circumstances.

#### Changes in Family Size and Composition

Changes to the voucher size due to over or under housing will be made by the Authority upon request of the participant or as a result of recertification. The determination will be made in

### **8.3 CHANGES IN SUBSIDY STANDARD ASSIGNMENT (Continued)**

accordance with the Authority's housing subsidy standard.

The Authority will adjust the subsidy standard for over housed families upon notification or determination if the family elects to move the Authority will assist the family in a selection of a suitable unit.

The Authority will adjust subsidy standard for under housing conditions resulting from changes in family size caused by birth, adoption or court ordered custody. HHA must approve all other changes in family composition before additional people join a family. The family is in violation of the lease for adding a member to the household without Authority's approval. The Authority will adjust the subsidy standard for families that are underhoused as a result of documented family

composition changes in accordance with subsidy standards.

#### Transfer Wait List

Changes in subsidy standards that cannot be accommodated upon notification (i.e., funds are not available) will result in the family being placed on a Transfer Wait List. New vouchers will be issued to program participants before applicants on the tenant-based Wait List. Voucher holders are required to accept assistance of the same kind and may accept another tenant based assistance type if offered. Families will be selected from the transfer list in the following order:

- Underhoused families who reside in units that are not in compliance with housing quality standards.
- Underhoused families who are in compliance with housing quality standards.
- Date and time of placement on the transfer list for same underhoused status.

### **9.0 APPLICANT BRIEFING**

When a participant has been selected to receive a voucher, the leasing specialist ensures that the applicant is well informed concerning their rights, duties and opportunities under the SECTION 8 Program. Therefore, upon selection, the household will receive a detailed briefing and information packet that will prepare them for admission into the SECTION 8 Program. This chapter describes the information provided by the Authority and the voucher issuance policies and procedures.

The Authority's policy is to provide a briefing to each new household selected to partake in the tenant-based assistance program. The briefing will be used as an orientation meeting to explain key responsibilities, as a forum to deliver documents, and as an opportunity to ask or answer questions. The Authority will use the briefing to explain the documents included in the voucher information packet, and to discuss relevant issues including, but not limited to, those described below:

- A general description of the SECTION 8 Program.
- Family and owner responsibilities.
- Where a household may lease a unit, including renting a unit outside HHA's jurisdiction.

#### **9.0 APPLICANT BRIEFING (Continued)**

- Explanation of portability.
- Advantages of moving to a census tract with low poverty/low density.
- Special considerations concerning families that may have special needs.
- Utility Allowances and Subsidy Standards.
- Choosing a unit carefully and only after due consideration.

Briefings may be conducted in-groups or in individual household meetings, as scheduled by the Authority. Voucher briefings may be held separately. The Authority will notify the new program participants of the date, time, and location of the briefing. If the applicant cannot be present, the Authority may choose to schedule an individual household meeting, or require the program participant to wait until the next scheduled group briefing.

If the briefing is held in a group setting, an attendance log is to be signed by each SECTION 8 applicant verifying participation in the briefing. Unexcused absence may constitute terms for program termination. The Authority will not issue the voucher unless the adult members of the household attend the scheduled briefing. Candidates terminated from the program due to non-attendance will be notified in writing. A copy of the notice will be placed in the candidate file and the family will be removed from the Wait List.

The Authority will hold briefings in both English and Spanish although not necessarily simultaneously, and will not hold briefings in any other languages. Applicants with other language needs must make arrangements with local social service agencies to secure interpreters for the briefing. The Authority may provide assistance in identifying resources for this kind of assistance.

## **9.1 OBLIGATIONS OF HOUSEHOLDS AND OWNERS**

Prior to being accepted into the Section 8 program, families and landlords must provide all required information to the appropriate parties. In order to continue participating in the Section 8 program, both families and landlords must conduct themselves in accordance with HUD regulations, HHA policy and the terms and conditions of the lease and any addenda. The following subsections outline the conditions that must have been met, and the statutory requirements that must be followed for continuous assistance.

### Obligations of the Household

Households must comply with the following:

- Supply any information that the Authority determines to be necessary including

evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of household income and composition.

- Provide social security numbers for every member of the household and sign and submit consent forms for obtaining information.
- Supply any information requested by the Authority to verify that the household is living in the unit or information related to household absence from the unit.
- Promptly notify the Authority in writing when household members are away from the unit for an extended period of time in accordance with Authority's policies.
- Notify the Authority and the owner in writing before moving out of the unit or terminating the lease.
- Use the assisted unit for the exclusive residence of and by household. The unit must be the household's only residence.
- Promptly notify the Authority in writing of the birth, adoption, or court-awarded custody of a child.
- Request the Authority's written approval prior to adding new family members.
- Promptly notify the Authority in writing if any household member vacates the unit.
- Provide the Authority with a copy of any eviction notice.
- Pay utility bills on time as required by the lease.

In addition to the above-mentioned responsibilities, the household may not:

- Own or have any interest in the unit other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space.
- Lease a unit from a family member except under a documented and approved reasonable accommodation.

#### **9.1 OBLIGATIONS OF THE HOUSEHOLDS & OWNERS (CONTINUED)**

- Lease a unit from an employee of Hartford Housing Authority, a Commissioner or any other Hartford Housing Authority Official unless granted written permission to do so by the Executive Director prior to leasing.
- Commit any serious or repeated violation of the lease.
- Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
- Participate in illegal drug or violent criminal activity.

- Sublease the unit or assign the lease or transfer the unit.
- Receive SECTION 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.
- Demonstrate negative behaviors that are harmful, unsafe or continuously disturbing to the peaceful enjoyment of the premises of others, especially those behaviors associated with the abuse or sale of alcohol or drugs.
- Damage the unit or premises other than damage from ordinary wear and tear or permit any guest to damage the unit or premises.
- Cause damage to the unit resulting in interruption of housing assistance payments to the owner, due to failed inspections.

#### Obligations of the Owner

The owner is responsible for performing the obligations dictated by the HAP contract and the lease and addenda, including, but not limited to the following:

- Perform all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and screening the household using sound property management practices.
- Maintain the unit in accordance with HQS.  
Reduce LBP hazards, disclose existence and extent of same, and abate according to Federal guidelines and procedures, and to notify families of the dangers in accordance with Federal, State and local laws.
- Comply with fair housing requirements.
- Prepare and furnish to the Authority information required under the subsidy contract.
- Collect the security deposit, tenant contribution and any charges for unit damage by the household.
- Enforce tenant obligations under the lease.

#### **9.1 OBLIGATIONS OF THE HOUSEHOLDS & OWNERS (CONTINUED)**

- Pay utilities and services, unless paid by the household under the lease.
- Complete reasonable modifications in units occupied by or to be occupied by disabled persons if they have agreed to do so. See 24 CFR §100.203.
- Refrain from leasing a dwelling unit to a family member except in such cases that there is a bona fide need for a reasonable accommodation for a family member who is a person with a disability.
- Disclose all conflicts of interest (i.e., relation by (blood or marriage to any HHA employee) prior to execution of the subsidy contract, or as soon as it becomes

known.

- Obey Federal and State Laws that prohibit owners from discriminating in renting to families based upon source of income. Owners may not refuse to rent to families who have Section 8 Vouchers based solely on this factor.

## 9.2 INFORMATION PACKET

In addition to the briefing, the Authority will provide the prospective participant with a briefing packet addressing four categories of information: leasing a unit, amount of assistance, lease enforcement, and statutory provisions. The table on the following pages details the information to be presented to each household at the (pre)issuance briefing, along with the documents that comprise the information packet. SECTION 8 or its agent should use the table as a checklist to ensure that each household receives the complete packet of required information.

Other information not specifically referred to be provided in the briefing packet could include the following:

- Information on security deposits and legal referral services.

### Briefing Packet List of Required Information

Category/Subject	Forms or Documents
<p><b>Leasing a unit</b></p>	
<ul style="list-style-type: none"> <li>• <b>Voucher Terms:</b> The term of the voucher and the policies regarding extensions or suspensions of the term.</li> </ul> <p>If the HA allows extensions, the package must explain how the household can request an extension.</p>	<ul style="list-style-type: none"> <li>• <u>SECTION 8 Fact Sheet</u> that provides basic information regarding the operation of the program including general household responsibilities and tools offered by the Authority to assist in finding housing.</li> <li>• <u>Housing Assistance Payments Contract, Parts A &amp; B</u> (form HUD-52641)</li> <li>• <u>Voucher</u> (form HUD-52646)</li> <li>• Document explaining extension requests</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Where to Live:</b> The boundaries of the geographical area where a tenant can lease a unit, including portability requirements for families that qualify to live outside the jurisdiction.</li> <li>• Mobility assistance/Transportation credit counseling housing search briefing on Fair Housing.</li> </ul>	<ul style="list-style-type: none"> <li>• Rules of Portability form HUD 52665</li> <li>• Information on moving to suburbs or low poverty areas.</li> <li>• HERC pamphlets (bilingual)</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Vacant Unit Registry:</b> A list of landlords or</li> </ul>	<ul style="list-style-type: none"> <li>• A list of landlords/vacant units.</li> <li>• Landlords deemed ineligible according to</li> </ul>

**Briefing Packet  
List of Required Information**

<b>Category/Subject</b>	<b>Forms or Documents</b>
other parties known to the Authority who may be willing to lease a unit to a household, or help the household find a unit.	Section 11.3 of this document.
<ul style="list-style-type: none"> <li>· <b>Accessible List: Notice</b> that if the household includes a disabled person, the household may request a current listing of accessible units known to the HA that may be available.</li> </ul>	<ul style="list-style-type: none"> <li>· Listing of accessible units</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Unit Selection:</b> What the households should consider in deciding whether to lease a unit including:               <ul style="list-style-type: none"> <li>a) The condition of the unit.</li> <li>b) Affordability of rent.</li> <li>c) The cost of tenant-paid utilities and if the house is energy efficient.</li> <li>d) The location of the unit including its proximity to public transportation, centers of employment, schools and shopping</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>· HUD's pamphlet <u><a href="#">A Good Place to Live.</a></u></li> <li>· HQS Check list form HUD 52580-A.</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Tenancy Addendum:</b>The HUD required "document is attached to the owner's lease.</li> </ul>	<ul style="list-style-type: none"> <li>· Tenancy Addendum Section 8 Tenant – Based Assistance Housing Choice Voucher Program form HUD 52641-C</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Request for Inspection Form:</b> The form of request for lease approval and an explanation of how to request HA approval to lease a unit.</li> </ul>	<ul style="list-style-type: none"> <li>· Request for Inspection is generated when prospective landlord sends in a completed form HUD –52517 Request for Tenancy Approval</li> </ul>
<b>Amount of Assistance</b>	
<ul style="list-style-type: none"> <li>· <b>HAP for Families:</b> How the HA determines the HAP for a household including the following:               <ul style="list-style-type: none"> <li>a) Information on payment standards and the HA utility allowance schedule.</li> <li>b) Exception rents as detailed in Section 11.6.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>· Worksheet for Housing Choice Voucher Computations</li> <li>· <u><a href="#">SECTION 8 Fact Sheet.</a></u></li> <li>· Payment Standard for the jurisdiction of Hartford.</li> <li>· Utility allowance schedule.</li> <li>· Payment standard.</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Maximum Rent:</b> How the HA determines</li> </ul>	<ul style="list-style-type: none"> <li>· SECTION 8 maximum payment standard</li> </ul>

**Briefing Packet  
List of Required Information**

Category/Subject	Forms or Documents
<p>maximum rent for an assisted unit. Information will also include exception rents where applicable.</p>	
<ul style="list-style-type: none"> <li>· <b>Subsidy Standard:</b> HA subsidy standards, including when the Authority will consider granting exceptions.</li> </ul>	<ul style="list-style-type: none"> <li>· Procedures (including all applicable exceptions) used to determine the appropriate unit size and the amount of subsidy provided by the Authority based on household size or composition. (See Section 8)</li> </ul>
<b>Lease Enforcement</b>	
<ul style="list-style-type: none"> <li>· <b>Family Obligations:</b> Family obligations under the program as discussed earlier in this in section and detailed in 24 CFR § 982.</li> </ul>	<ul style="list-style-type: none"> <li>· <u>Statement of Family Responsibility</u> (form HUD-52578-B) &amp; Tenancy Addendum</li> <li>· HUD's <u>A Good Place to Live</u>, pamphlet.</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Grounds for Termination:</b> The grounds under which the HA may terminate assistance for a participant family because of family action or failure to act.</li> </ul>	<ul style="list-style-type: none"> <li>· <u>Statement of Family Responsibility</u> (form HUD-52578-B)</li> <li>· <u>Tenancy Addendum</u> ( form HUD-52641-Part C of HAP Contract)</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Informal Hearing:</b> The Authority's informal hearing procedures. This information describes when the Authority is required to give a participant household the opportunity for an informal hearing, and how to request a hearing.</li> </ul>	<ul style="list-style-type: none"> <li>· Refer to Section 20</li> </ul>
<b>Statutory Provisions</b>	
<ul style="list-style-type: none"> <li>· <b>Release of Information:</b> A statement of the HA policy on providing information about a household to prospective owners.</li> </ul>	<ul style="list-style-type: none"> <li>· <u>Authorization for the Release of Information/Privacy Act Notice</u> (form HUD-9886)</li> </ul>
<ul style="list-style-type: none"> <li>· <b>Lead Paint:</b> The HUD Lead Based Paint (LBP) brochure.</li> </ul>	<ul style="list-style-type: none"> <li>· <u>Protect Your Family from Lead in Your Home</u> pamphlet from the EPA.</li> <li>• Landlord Certification.</li> </ul>
<ul style="list-style-type: none"> <li>· <b>EEO/Documentation:</b> Information on federal, state, and local equal opportunity laws and a copy of a housing discrimination complaint form with procedures for its use.</li> </ul>	<ul style="list-style-type: none"> <li>· <u>Statement of Family Responsibility</u> (form HUD-52578-B)</li> <li>· A copy of a housing discrimination complaint form English form HUD-903</li> <li>A copy of housing discrimination</li> </ul>

**Briefing Packet  
List of Required Information**

Category/Subject	Forms or Documents
	complaint form Spanish form HUD-903-A

**10.0 VOUCHER ISSUANCE**

Hartford Housing Authority is required to offer families access to its database of available dwelling units however, it is the family’s responsibility to find appropriate housing. The Authority will issue a voucher for two months (i.e., 60 days) and may grant two 30-day extensions for a total term of 120 days. Section 8 will grant extensions to search time for voucher holders as a reasonable accommodation for persons with disabilities. The term excludes the period during which the Authority is processing the lease approval. This period is known as, “suspension of term”.

The voucher issued represents a contractual agreement between the household and the Authority, and clearly specifies the rights and responsibilities of each party. It does not, however, guarantee admittance into the program. The household will not be admitted into the program until the effective date of the subsidy contract (i.e., first day of the initial lease term).

The Authority may require households show evidence of attempts to find a unit by logging addresses and dates viewed. The log will document the following information:

- Names and addresses of landlords or real estate companies contacted.
- The date of contact.
- The total number of units visited during that 30-day period.

Failure to accurately maintain this log will constitute grounds for denying a request to extend the

**10.0 VOUCHER ISSUANCE (Continued)**

search time.

Extensions granted by the Authority will be contingent upon the following factors:

- The degree to which the household has attempted to find an acceptable unit by contacting landlords, real estate companies, etc.
- Prior notice given to the Authority of extenuating circumstances, that are not expected to recur, that may have inhibited the household’s ability to find suitable housing e.g., household emergency, natural disasters, hospitalization or sickness of a household member, etc.
- If the family’s size or need for barrier free housing has affected the household’s efforts in obtaining suitable housing.

The Authority will document all extensions by updating the voucher expiration date, initialing the

extension and noting the reason in the candidate's file. All RFTAs, HQS inspections relating to the family's attempts to find an acceptable unit, will also be made a permanent part of the family's file. This information is to be kept in the "ORIG DOCS" portion of the permanent file whether active or withdrawn. If extensions are granted or denied as the voucher the information will be reflected on the voucher document itself; the new dates will be put in appropriate spaces. If the voucher expires, or is not extended, the household may reapply for the program, when the Wait List is reopened.

## **10.1 SUSPENSION OF TERMS**

The Authority will deduct the number of days required to process Requests for Tenancy Approvals and HQS inspection from the initial or extended term of the voucher. This suspension of term will cover the entire period required for the Authority to evaluate the application. If the Authority fails to enter into a HAP Contract, the new voucher termination date will be in effect if granted.

## **11.0 PROCEDURE FOR NEGOTIATING AND FINALIZING A SECTION 8 HOUSING CHOICE VOUCHER CONTRACT**

This chapter details policies and procedures regarding the Request for Tenancy Approval RFTA and admission into the SECTION 8 Program. The RFTA provides the Authority the opportunity to review the proposed lease, and to ensure that it meets all local, state and Federal requirements. In order for the lease to be approved, the type of housing unit must be eligible, and the rent reasonable under the rules of the program as interpreted by the Authority. The family is officially admitted into the program when the program makes its first HAP payment.

When a family has found a house in which they would like to live, they must submit a completed RFTA. The lease must conform to the program policies described in section 11.4 of this document.

The voucher holder and the landlord must sign the RFTA and submit it to the Authority during the term of the voucher. The lease may be executed up to 60 days prior to the execution of the HAP agreement.

The Authority will approve the request once they have determined the following:

### **11.0 PROCEDURE FOR NEGOTIATING AND FINALIZING A SECTION 8 HOUSING CHOICE VOUCHER CONTRACT (Continued)**

- The unit is eligible, as detailed in Section 11.2.
- The unit has passed HQS Inspection, as detailed in Section 13.
- The lease is approvable (i.e., it is in accordance with all state and local laws), contains the HUD tenancy addendum and does not contain any prohibited provisions.
- The security deposit amount is approvable (i.e., the security deposit is not more than deposits for comparable units in the private market or the amount charged by the owner for unassisted comparable units.)
- Landlord certification of full disclosure for known lead based paint hazards.

The Rent to Owner must be reasonable and must not exceed rents paid for comparable units that are unsubsidized. HHA Section 8 has adopted a Payment Standard at 100% of Fair

Market Rent. Rents to Owners will be based upon the lesser of the payment standard or the Gross Rent, which is the Rent plus tenant paid utilities. The Tenant Rent to Owner is deemed to be affordable, if it does not exceed 40% of the Family's gross adjusted monthly income. Initial leases will begin on the first of the month. Families who move in prior to the first of the month will be responsible for the entire rent until the HAP Contract becomes effective; ***requests for pro-ration will be considered and must be approved by Department Head or Deputy Director.*** Continuing families may be pro-rated between old and new landlords and units.

If the Authority does not approve the contract, it will notify the family. The family can continue to search for eligible housing. The Authority will suspend the term of the voucher during the inspection period.

### 11.1 TYPES OF ELIGIBLE HOUSING

It is the Authority's policy that families should have a broad array of housing opportunities (i.e., types and locations) from which to choose. All structure types are approvable under the voucher program including Cooperatives.

Program applicants or participants may use housing choice vouchers in assisted living facilities, effective September 30, 2000. The new rule is intended to allow medicate-eligible individuals at risk of being placed in hospitals, nursing facilities or intermediate care facilities the alternative being cared for in their homes and communities.

***Assisted Living Facilities*** are sometimes called *residential care facilities, adult care facilities, congregate care facilities or group homes*. Assisted living facilities are designed for residents who have physical ability to live independently but need assistance with some activities of daily living, such as personal care, transportation, meals, laundry, medication monitoring, security and housekeeping.

Types of ineligible units are:

- nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services. 982.352 (a) (3).

### 11.1 TYPES OF ELIGIBLE HOUSING (Continued)

- College or other school dormitories.
- Units on the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- A unit occupied by its owner or by any person with an interest in the unit.

### 11.2 DISAPPROVAL OF AN OWNER

The Authority will not approve a unit if it deems the owner, including partnerships or other interested parties, may not participate in the SECTION 8 Program. Owners will be found ineligible if they:

- Have been barred or suspended from participating in the SECTION 8 Program.
- Have violated the Fair Housing Act or other federal equal opportunity requirements.

- Have violated obligations under a SECTION 8 subsidy contract.
- Have committed fraud, bribery, or any other corrupt/criminal act concerning any Federal Housing Program.
- Are engaged in drug trafficking.
- Have a history of noncompliance with HQS or state and local codes.

If the owner is found ineligible for one of the above stated reasons, the Authority will notify voucher holder and landlord. The landlord's name will be placed on an ineligible list. If applicable, the landlord's name will be removed from any list of landlords supplied by the Authority to voucher holders.

### **11.3 LEASE REVIEW AND SEPARATE AGREEMENTS**

All new leases and lease revisions that are proposed between the family and the property owner must be in compliance with all Federal, state and local laws. The landlord may use his own lease or a generic lease supplied upon request by the Authority. The landlord's lease will be attached to HUD's Tenancy Addendum for the Section 8 Housing Choice Voucher Program and together, will form the leasing package.

Owners and families may sign separate side agreements for services or other items not included in the lease. All such agreements must be signed by the owner and the family, be provided to the Authority and become a part of the official leasing package. The Authority claims no legal or financial obligation for any services or property transferred because of a side agreement, and nonpayment of these agreements may not be grounds for eviction.

### **11.4 PROGRAM ADMISSION**

Once the Authority has accepted a RFTA and conducted the lease review, the family and the owner will sign the lease agreement and the Authority and the owner will execute the HAP contract. The Authority will furnish copies of the documents to the respective parties.

The documents are to be signed by the owner, the family and a representative of the Authority. Signing of the documents may not occur simultaneously, rather, certain documents may be mailed to respective parties. (See Authority Responsibilities in Section 2.6, and Family and Owner Responsibilities in Section 9.1).

The Authority will require the owner to provide the following information:

- Owners address and phone number (P.O. Box alone will not be accepted).
- Tax Identification Number, or Social Security Number obtained by signing a form IRS W-9.
- A document proving ownership of the property i.e., deed

- Third party (i.e., Tax Assessor) verification by phone.
- A copy of the management agreement, if the property is managed by a managing agent.

The Authority will execute the HAP contract concurrently with the signing of the lease agreement. Only Deputy Directors and the Executive Director are authorized to execute the subsidy contract for the Authority. ***The contract must be signed by all parties within 30 days to be valid. Owners are encouraged to keep appointments for contract execution. Those who reside out of state must have completed the process within the prescribed period.***

### **11.5 EXCEPTIONAL PAYMENT STANDARDS**

If there is a HUD approved exception in the area in which the family intends to move, the family is eligible to take advantage and Hartford Housing Authority will apply it to their circumstances.

### **11.6 CHANGES IN TOTAL FAMILY CONTRIBUTION**

If the Authority becomes aware of changes that determine total family contribution for an applicant or current family prior to the effective date of the HAP contract or its renewal, the Authority will verify the information and recalculate the total family contribution. Verifications of income, family certifications and other supporting data must be within 60 days of the effective date of the change, which is the period which defines, "current verifications" for families who are current participants. Families who are coming off the Wait List, or who are continuously assisted coming into the Section 8 Program must have data that is not older than **90 days** in order to be valid. In the case of unreported or underreported income, HHA will assess retroactive total family contribution to the appropriate effective date. The Authority will obtain DOL wage and unemployment compensation information for each adult member of the household and the procedure for recertification will be allowed to determine family's total family contribution, which is up to 40% of family gross adjusted income before any utility allowance credit.

### **11.7 INFORMATION PROVIDED TO OWNERS**

It is the owner's responsibility to determine the suitability of prospective tenants. Voucher holders admitted to the SECTION 8 Program after January 1, 1999 will undergo screening for criminal and credit history by the Authority considers the previous three years. Documentation of poor credit history and convictions for criminal activity will be the only criteria for exclusion by the Authority. Acceptance to the program should not be considered a recommendation for their suitability for tenancy, as this is the right and responsibility of owners.

The Authority encourages owners to screen the families on their history, and may consider the following factors in their evaluation:

- Past payment of rent and utility bills.
- Caring for unit and premises.
- Respecting the rights of others to the peaceful enjoyment of their housing.
- Drug or criminal activity.
- Behavior that disrupts the peaceful enjoyment of others especially attributable to the use or abuse of alcohol or drugs.

The Authority may, upon request, provide the following information to the owner:

- The family's current address, as shown in the Authority's records.
- The name and address of the landlord at the family's current or prior address, if available.

The information package given to each applicant during the family briefing, will specify the extent to which their personal information will be shared by the Authority with the prospective landlord.

## **11.8 CHANGE IN OWNERSHIP**

Federal law stipulates that when new owners buy residential property with existing Section 8 contracts, they also purchase the contract(s) that are in place at the time of the purchase. If at any time during the duration of the HAP contract, the title of the assisted property changes hands, the new owner and the Authority will execute an addendum to the HAP contract.

In order for the Authority to process the change in ownership, it must receive the following information:

- A written request by the present owner.
- A copy of the escrow statement or a valid document showing transfer of title; closing documents, deed, etc.
- Social Security Number or Tax Identification Number of the new owner form IRS W-9.
- A copy of a contract with a management firm if applicable.

## **12.0 DETERMINATION OF TOTAL FAMILY CONTRIBUTION**

Care must be taken to ensure that an accurate basis is used to calculate total family contribution. Adjusted gross income is determined in the Housing Choice Voucher program according to 24 CFR Part 5.

Under the voucher program, the portion of the paid by the family to the owner is called, "family rent to owner". Family rent to owner is calculated by subtracting the housing assistance payment to the owner from the rent to the owner. A utility reimbursement in the voucher program is the portion of the housing assistance payment that exceeds the rent to owner. A utility reimbursement is only paid when the housing assistance payment exceeds the rent to owner. This chapter discusses the factors and process for determination of total family contribution under the voucher programs. Family rent to owner is always rounded to the nearest dollar.

## **12.1 CALCULATION OF ANNUAL INCOME**

It is the responsibility of the Authority to ensure that all income received by an assisted family is accounted for in determining adjusted income. Section 8 staff is to discuss and explore all potential income sources that may be received by the family. Claims of income sources, amounts and zero income situations must be documented and verified. The HHA Section 8 program compares family's gross annual income to the applicable income limit to determine program eligibility.

Families claiming no income must complete a statement of financial analysis, and must return for re-determination quarterly (i.e., from program enrollment date) to remain eligible for continued assistance. Zero income families must identify their living means and complete a Sworn Financial Statement.

Annual income is defined in 24 CFR 5.609 as: the anticipated total income from all sources received by the family head and spouse (even if temporally absent) and by each additional member of the family, including all net income derived from assets for the 12 month period following the effective date of certification of income. If it is not feasible to anticipate income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to recertification at the end of the shorter period. Unless amounts are specifically excluded, income is determined based on the gross amount(s) (e.g., gross wages) of the income source(s).

Annual Income is defined and delineated in 24 CFR Part 5 and includes amounts from the following categories of income:

- The full amount of wages, salaries and other compensation for personal services.
- Net income from operation of a business or profession.
- Interest, dividends and other net income of any kind from real or personal property.
- The full amount of periodic payments not specifically excluded.
- Payments in lieu of wages, salary or other earnings not specifically excluded.

**12.1 CALCULATION OF ANNUAL INCOME (Continued)**

- Welfare assistance.
- Periodic payments such as alimony and child support payments, i.e., amount awarded by the court unless evidenced by third party
- Documentation to the contrary, and regular contribution from non-lease members.
- All pay and allowances from the armed forces, not specifically excluded, e.g., hostile fire allowance.
- Imputed welfare income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for the purposes of determining rent. This is a sanction to families who do not comply with Welfare to Work requirements and are subsequently terminated from Single Adult General Assistance or Temporary Assistance to Needy Families. Rents will be frozen at the higher level and not reduced as a result of receiving less income. Income received from future employment can offset the inflated rent until the set amount is met or surpassed.

The annual income derived from the sources identified above must be calculated for the family head of household and the spouse, and for each additional member of the family listed on the lease 18 years or older. Incomes from family members permanently absent are not counted for purposes of family size or income determination. When the Authority is notified of a permanent absence, after unit lease, the event may result in a income re-determination and subsidy standard modification. See Section 12.3 Permanent and Temporary Absence for further information.

## **12.2 CALCULATION OF ADJUSTED INCOME**

Adjusted income is defined as annual income less allowable deductions and exclusions determined in accordance with HUD instructions and HHA defined deductions. Per HUD instruction the Authority will use the following formula to calculate adjusted income.

*Adjusted Income = (Annual Income - Exclusions to Annual Income Allowances)*

The statutory exclusions from income are summarized below:

- Payments received for the care of foster children or adults.
- Lump sum additions to family assets such as inheritances,
- Insurance payments, etc.
- Payments received by the family for the cost of medical expenses.
- Income of a live-in aid.

## **12.2 CALCULATION OF ADJUSTED INCOME (Continued)**

- Full amount of student financial assistance.
- Special pay of family members serving in the Armed Forces exposed to hostile fire.
- Amounts received under training programs funded by HUD, including stipends that do not exceed \$200 per month and income earned from job training programs funded by state or local government.
- Temporary, nonrecurring, or sporadic income.
- Reparation payments paid pursuant to claims filed under Nazi persecution.
- Full time student earnings in excess of \$480 for each non-head of household or spouse family member.
- Adoption assistance payments in excess of \$480 per child.
- Lump sum payment payments of supplemental security income (SSI) and regular social security (SS) benefits.
- Refunds or rebates under state or local law for property taxes paid on the dwelling

unit.

- Amounts paid on behalf of developmentally disabled family member to keep member at home.
- Amounts specifically excluded by Federal statute for determination of housing assistance.

The statutory allowances that must be granted in determining adjusted income are as follows:

- For each dependent family member, an amount of \$480.
- For each elderly family, an amount of \$400.
- A non-elderly family with a handicapped or disabled member other than the head of household or spouse an amount equal to handicapped or disabled assistance expenses in excess of 3% of annual income. Assistance expenses must be determined to be reasonable and customary, and necessary to enable a family member (including the disabled or handicapped member) to be employed. Assistance expenses are not deductible if paid to a member of the family or otherwise reimbursed from an outside source. The allowance may not exceed the employment income received by all family members 18 years of age as a result of assistance to the handicapped or disabled person.
- An elderly family, medical expenses (of all family members of the elderly or disabled family)
- including medical insurance premiums that are anticipated during the period for which annual income is computed and are not covered by insurance or other such plan. These

## **12.2 CALCULATION OF ADJUSTED INCOME (Continued)**

expenses include, but are not limited to/ prescription and not prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals (in conjunction with Americans With Disabilities Act, 504), transportation for medical treatments, etc.

- Child Care Allowance: A reasonable amount that equals the expenses for child care of child(ren) less than 13 years of age provided the expense is necessary to enable the wage earner to work or attend school, and does not exceed the monthly tenant rent.
- Additionally, earned income of minors is deducted, not excluded from the rent calculation; and
- A fulltime student at a vocational school that does not necessarily grant a certification or diploma are counted as dependants.

Statutory Exclusions of Income include:

- Wages earned by members of families who are disabled or handicapped will be exempt from the computation of rents. Specifically, to the extent that they are eligible, will have wages disregarded at the rate of 100% for 12 months and 50% for 12 months within a 48-month window.
- As of April 20, 2001, CFR 5.609 ©(17)

- (vi) payments or allowances under JPTA, now referred to as the Workforce Investment Act of 1998.
- (xvii) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from Spina Bifida who is the child of a Vietnam Veteran.
- (xviii) Any amount of crime victim compensation under the victims of Crimes Act.
- As of June 1, 2004 Medicare Prescription Drug Cards and Transitional Assistance Under the Medicare Prescription Drug, Improvement and Modernization Act of 2003 (MMA), Public Law 108-73 which amended the Social Security Act. It requires that:

Recipients of this Medicare benefit should experience no decrease in the amount of assistance received from Federal programs as a result of this Medicare benefit. Specifically, income determinations, assistance or rents must not be affected in any way by this benefit.

Medicare prescription discount cards or transitional assistance must be excluded as annual income for the purpose of calculating any rent or assistance; and

For adjusted income, PHAs must continue to verify the cost of the drugs without the Medicare negotiated price benefit for eligible drugs *rather than verify the out-of-pocket cost of the drugs to the tenant*. The standard

#### **CALCULATION OF ADJUSTED INCOME (Continued)**

medical deduction as described at 24 CFR 5.611 (a) (3) continues to be the sum of allowable medical expenses that exceed three percent of annual income. Where all or part of the cost for prescription drugs is covered by the Medicare prescription drug discount or transitional assistance, neither the drug discount nor the transitional assistance should be considered a reimbursement for the purpose of calculating the medical expense deduction.

The prescription drug discount card program may have an enrollment fee as high as \$30.00. Any person who receives transitional assistance will have the enrollment fee paid by Medicare. However, any person for whom Medicare does not pay the enrollment fee, may claim such fees as a medical deduction.

#### Eligibility

Family members are eligible for a discount drug card if they are enrolled under Medicare Part A or B, as long as they are not receiving outpatient drug benefits through Medicaid, including waivers under Section 1115 of the Social Security Act.

Medicare will provide a \$600 credit subsidy for the purchase of drugs in 2004 and up to an additional \$600 credit subsidy in 2005 if

1. a person is eligible for a Medicare drug discount card, and
2. if their income is not more than 135% of the poverty line \$12,569 for

single individuals or \$16,862 for married individuals in 2004.

### **12.3 ADDITIONAL EXCLUSIONS FROM INCOME ADOPTED BY HHA HCVP**

Hartford Housing Authority will apply the following additional income exclusions to all families in its SECTION 8 Program.

#### Medical Expenses

Annual costs of medical insurance premiums (including dental, costs of prescriptions, out of pocket, medical necessities, etc. for all members of the family in excess of 3% of annual income anticipated for the period for which annual income is computed. Outlined expenses must be determined to be reasonable and customary. These expenses are not deductible if paid to a member of the family or otherwise reimbursed from an outside source. *Medical expenses will be deducted when calculating adjusted income.*

#### Pretaxed Savings

All income deposited into 401, 401K and other pretax deductions from wages will not be counted as annual income. *Pretaxed savings will not be included in Gross Annual Income for the purposes of determining eligibility.*

### **12.4 PERMANENT AND TEMPORARY ABSENCE**

The Authority's policy regarding permanent and temporary absences is as follows:

- Family members other than the head of household will be considered temporarily absent for purposes of subsidy standard and income determination if the member is expected to return to reside in the unit within a 180-day period. The 180-day period consists of consecutive days, rather than cumulative, however, a pattern of extended absences will also be considered temporarily absent.
- Head of household will be considered permanently absent and subject to remaining member tenancy policy (see Section 10.3) if absent for a period of more than 60 days. The 60-day period consists of consecutive days, rather than cumulative, however, a pattern of extended absences will also be considered temporarily absent.
- A family member subject to court ordered restraint for a period of more than 60 days will be considered permanently absent for purposes of establishing the subsidy standard and program eligibility determination.
- A family caretaker resident in a unit, (i.e., as a result of permanent absence of the head of household and spouse) whose presence has been and approved by the Authority, will maintain the status of a temporarily absent adult for purposes of income determination for a period not to exceed 180 days. If the head of household is absent 180 days or more the caretaker must vacate the unit.

## 12.5 AFFORDABILITY

First year voucher holders or moves of families in their first voucher year tenancy will must not pay Rents to Owner that is greater than 40% of their gross adjusted monthly income.

## 12.6 INCOME DETERMINATION - SPECIAL CONSIDERATIONS

Averaging Income- The Authority will use income averaging to annualize lump sum, periodic payment, gifts, and other similar types of income. This is accomplished by summing all such anticipated income and dividing that amount by 12. If it is not feasible to anticipate income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to redetermination at the end of that shorter period.

Prospective Calculation- This method of annual income determination is activated when the Authority becomes aware of a change that would decrease the adjusted income of the family. In these situations, the Authority is to document and verify the adjustment request, ensure that it is a permanent absence if the reduction is based on a family member leaving, and calculate the new adjusted income. As it is the responsibility of the tenant to inform the Authority of income reductions, retroactive credits are not permissible. The effective date of the adjustment will be the first day of the month following the month in which the Authority was notified of the change.

## 12.6 INCOME DETERMINATION - SPECIAL CONSIDERATIONS (Continued)

Retroactive Calculation- This method of annual income determination is activated when the Authority becomes aware of a change that would increase the adjusted income of the assisted family. In these situations, the Authority first determines whether the change in income is grounds for program termination. If the change does not result in program termination action (i.e., fraud, not reporting additional tenants), annual income is calculated to cover the entire period during which the change was in affect. The result of the retroactive calculation will be a collectible debt to the family and will increase future tenant payments. If the change results in termination, the result of the calculation is a collectible debt and incorporated into the eviction proceedings.

Net Family Assets - Net income derived from assets for the 12-month period following the effective date of certification is the period used in determining annual income. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate.

## 12.7 MINIMUM RENTS

The Authority requires each assisted housing recipient to pay a monthly minimum rent of \$25. The minimum rent requirement does not pertain to families with no source of income and who are reporting quarterly to the Authority to verify their continued no income status. *The minimum rent may be adjusted downward to reflect tenant paid utilities.* The minimum rent determination will be assessed at initial determination and annual recertification per HUD rules. The minimum

rent amount and policy is incorporated into the Administrative Plan and HUD has been notified of the Authority's action on May 15, 1999.

## **12.8 UTILITY ALLOWANCE**

A utility allowance is provided by the Authority if the cost of utilities (except telephone) and other housing services are not included in the rent to owner. They are the responsibility of the family occupying the unit, in an amount equal to the estimate made by the Authority of the monthly costs of reasonable consumption of such utilities. The utility allowance is determined based on a schedule that is maintained by the Authority.

A utility reimbursement is the portion of the housing assistance payment that exceeds the rent to the owner. In such instances, the Authority will provide a utility reimbursement payment to the family each month. The check will be made out in the name of the leaseholder. utility schedule is based on actual rates and average consumption. It is recalculated by the SECTION 8 on an annual basis. If the result of the survey reveals the need, the utility allowance schedules will be updated. Upon appropriate approvals, they will be shared with families as they are certified or recertified.

## **12.9 HARDSHIP/ZERO INCOME**

The QHWRA passed in 1998 making the minimum rent requirement permanent. The Authority has set the minimum rent at \$25. However if the family requests a hardship exemption, the Housing Authority will immediately suspend the minimum rent until it can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. Zero income families will be

### **12.9 HARDSHIP/ZERO INCOME (Continued)**

required to complete a Sworn Financial Statement and attend a review of current circumstances quarterly. The review will assist the family in analyzing their financial status and look at budgeting issues in an attempt to evaluate the probability of the family paying the minimum rent.

A hardship exists in the following circumstances:

- When the family has lost eligibility for or is waiting 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 expense because of changed circumstances, for
- medical costs, childcare, transportation, education, or similar items.
- 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 payment 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 the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

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.

## **13.0 HOUSING QUALITY STANDARDS AND INSPECTIONS**

This chapter details the types of inspections that the Authority completes, the criteria for determining the party responsible for repairing the infractions, and the performance standards. Housing Quality Standards (HQS), established the minimum level of housing quality that the owners and tenants must maintain for a family to receive assistance in the SECTION 8 Program. The Authority will review all assisted units from the date of the RFTA through expiration of the lease.

Generally speaking, the owner is responsible for meeting HQS standards prior to lease up and maintaining the unit per HQS standards during the period of the lease, especially in accordance with requirements of CFR 35, Reducing Lead Based Paint Hazards. The owner is responsible for correcting all infractions except the following:

- Failure of the tenant to pay utilities for which the owner is not required to pay.
- Failure to provide or maintain family-supplied appliances.
- Damage to unit or household by any household member, pet or guest beyond normal wear and tear.
- The tenant is responsible for any unit damages.

### **13.1 INSPECTIONS**

HQS inspections are performed by trained SECTION 8 Inspectors using HUD form 52580-A. The Authority will schedule inspections on business days between the hours of 8:00 a.m. and 6:00 p.m. Under special circumstances, inspections may be conducted earlier, later or on weekends with consent of family and or owner. Completed forms will be maintained as a permanent record in the tenant's file and the owner and the tenant will receive a copy of the inspection form. Inspection standards are ensured through Quality Control Inspections conducted by the SECTION 8 Supervisor, Director, or other qualified Authority managers following the previously completed inspections.

The following table identifies the six types of HQS inspections, the reason, frequency and time standard for completion. The SECTION 8 Inspectors and Supervisors may use this table as a training tool, or as a general reference to ensure compliance with the SECTION 8 Program.

### Inspection Reference Table

Inspection Type	Reason for Inspection	Frequency	Inspection Time Standard
Initial	Determine that the unit meets HQS, establish a baseline of "wear and tear," and document rent reasonableness.	One time	Within seven days of RFTA receipt.
Follow-up Inspection	The Authority will conduct these inspections on every failed unit to ensure all deficiencies have been properly corrected.	After each inspection where a violation is discovered.	Upon notice that all deficiencies have been repaired, or 30 days from previous inspection.
Annual	To ensure the unit is still in compliance with HQS.	Annually	Must be conducted within 12 months of the previous annual HQS inspection.
Quality Control	To ensure that all inspections are being completed accurately, and to maintain a performance standard among the inspectors.	5% of all units inspected	Completed by the SECTION 8 Supervisor or designee within 2 days of tenant move in or 2 days of follow-up.
Complaint Emergency/Complaint	Upon Authority notification that the unit has HQS violations. The inspector will only review the reported item. However, if the inspector notices other items that would cause the unit to fail HQS, the responsible party will be required to affect repairs.	Notification	Within 24 hours upon notification by the family that landlord does not fix.
Move out/Vacate	Landlord's request to document damages beyond normal wear and tear or <u>Family's request to verify conditions, or refute allegations of damages.</u>	Notification	Within seven days of landlord's request.

All utilities and owner provided appliances (i.e., refrigerator, stove and oven or range, and garbage cans.) must be installed by the initial inspection date.

The Authority will notify the family and owner in writing at least **seven** days prior to annual or quality control inspections. All other types of inspections will be confirmed by phone or in writing. If a representative of the household is unable to attend, they must reschedule the inspection within **ten** days from the initial inspection. New units will be disapproved after three attempted inspections. After three failed attempts at annual inspections, Hartford Housing Authority will terminate the subsidy. If the family fails to reschedule and keep the appointment within the specified period of time, they will be sent a letter stating that they are violating their family obligations, and their

assistance will be terminated.

### **13.2 ASSIGNMENT OF RESPONSIBILITY**

HQS or City Code violations must be repaired by the responsible party within a designated period based on the severity of the infraction. Emergency infractions that are life threatening, must be corrected immediately. Deficiencies that pose no immediate danger to the health or welfare of the family must be corrected within 30 calendar days. Housing Assistance Payments for units that are not in HQS compliance within stated time frame for repair, will be abated.

Extensions may be granted for up to 30 days by the SECTION 8 Supervisor for major repairs or for other good reasons (e.g., a part on order, severe illness or injury of owner or household member, etc.). Exterior repairs may be delayed due to inclement weather. In case of emergency repairs that pose no immediate danger to the household or to public safety, or if the responsible party cannot be contacted, the SECTION 8 Supervisor may grant a short extension of up to 24-hours. However, if there is a gas leak, the potential of fire, or immediate danger to the household or to public safety,

### **13.2 ASSIGNMENT OF RESPONSIBILITY (Continued)**

and the responsible part cannot be notified, the Authority will contact the proper authorities.

#### Emergency Repair Items [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 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 [specify number] degrees Fahrenheit and temperature inside unit is below [specify number] 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

HHA may give a short extension (not more than 3 additional hours) whenever the responsible party cannot be notified or it is impossible to make the repair within the 24-hour period.

If the emergency repair item(s) are not corrected in the time period required by HHA, 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 HHA, and it is an HQS breach which is a family has caused and has the obligation to remedy, but has not done so, HHA will terminate assistance to the family.

A family in good standing who resides in a unit that has had its HAP Contract terminated by the Housing Authority for failed HQS, shall be required to have its voucher reissued within ten days after notification that the HAP will be abated due to failed HQS. The initial term of the reissued voucher will be a maximum of 90 days with one 30-day extension available. If, after a total of 120 days, the family remains in the failed unit, they will be terminated from the Section 8 Program. Families who move from failed units will have vouchers that are issued and extended along

### **ASSIGNMENT OF RESPONSIBILITY (Continued)**

normal terms.

#### Smoke Detectors

- Inoperable smoke detectors are a serious health threat and will be treated by HHA as an emergency immediate fail item.
- If the smoke detector is not operating properly, HHA will contact the owner by phone and request the owner to repair or replace it immediately.
- If HHA 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 immediately. HHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. 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 and the Housing Code of the City of Hartford.

#### Consequences to Owner

If the owner is responsible for repairs, and fails to complete them by the scheduled re-inspection date, which is greater than 30 days from the initial inspection, notice and attempted reinspection, the Authority will abate the assistance payment to the owner. The abatement period will begin as of the next HAP payment after the initial failed inspection. Monthly abatement will remain in effect until all deficiencies are repaired or the family moves.

The owner is responsible for contacting the Authority when the repairs have been completed. Abatement will be lifted after the inspector determines that all repairs have been completed. No retroactive payments will be made for the abatement period. The tenant may not be held responsible or evicted for the abated assistance payments.

If repairs are not completed within 60 days, the Authority will terminate the subsidy contract,

**13.2** and notify the family & owner of the termination. No retroactive payments will be made for the failed period. Units not in compliance with HQS that have caused abatement of HAPs, must be reinspected and pass in order to be eligible to be reinstated. Owners who miss scheduled appointments for HQS inspections that do not call to cancel within 24 hours prior to the appointment will be fined a \$20 for each incident.

Consequences to Household

If the family is responsible for the repairs, and fails to complete them by the scheduled re-inspection date, the Authority will provide written notice stating the date, which the HAP contract will be terminated. If the repairs are made prior to the termination date, the subsidy contract will be reinstated. One thirty-day extension may be granted by the SECTION 8 Supervisor. Families whose actions cause HQS violations that result in HAP abatement to owners will lose their voucher. Families whose HAPs are abated due to HQS failures that are not attributable to the family’s abuse or neglect are eligible to receive Utility Allowance Reimbursements during the abatement period. This is for a maximum of four months.

**13.4 PERFORMANCE STANDARDS AND ACCEPTANCE CRITERIA**

The Authority will review all assisted units to ensure compliance with the statutory standards, its own standards and the City of Hartford Housing Codes. In the instance where the City of Hartford’s housing codes are more stringent, they will take precedent.

The following table outlines the categories, statutory requirements, and local codes that comprise overall HQS criteria. The Category/Description column identifies the part of the unit or the environment in question, the Statutory Requirements outline the performance standard that is acceptable to HUD, and the Authority/Local Codes column details performance standards as dictated by the Hartford Housing Code, or the Authority.

**HQS Categories and Performance Standards**

Category/Description	Statutory Requirements	Authority/Local Code
<p><b><u>Sanitary Facilities:</u></b> lavatory area.</p>	<ul style="list-style-type: none"> <li>• Must be in a separate private room.</li> <li>• Must have a flush toilet and fixed sink basin, both in working condition.</li> <li>• Must have a shower or tub and hot and cold running water.</li> <li>• Must utilize approvable public or private disposal system.</li> </ul>	<ul style="list-style-type: none"> <li>• Must have ventilation window or shower fan.</li> <li>• Must be <u>located</u> such that access does not have to be accessed solely through a bedroom.</li> </ul>
<p><b><u>Food Preparation and Refuse:</u></b> kitchen and dining area.</p>	<ul style="list-style-type: none"> <li>• Must have a working oven and a stove, or range, and a refrigerator of appropriate size for the family.</li> <li>• Required unit has a kitchen sink in proper operating condition with hot and cold running water and a sink trap.</li> <li>• Facilities must be provided for the sanitary disposal of food, including temporary storage facilities.</li> <li>• Unit must have space for the sanitary storage, preparation and service of food.</li> </ul>	
<p><b><u>Space and Security:</u></b></p>	<ul style="list-style-type: none"> <li>• Dwelling must have a living room, kitchen and a</li> </ul>	<ul style="list-style-type: none"> <li>• Dead bolts</li> </ul>

### HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
adequate space and security for the family.	bathroom. • Unit must have one bedroom or living/sleeping room for each two persons. • Windows accessible from the outside must be appropriately secured. • Exterior doors must be lockable.	<ul style="list-style-type: none"> <li>• Peep holes (or clear visibility to entry, i.e., window looking out to porch, etc.)</li> </ul>
<b>Thermal Environment:</b> heating and cooling of the unit.	<ul style="list-style-type: none"> <li>• Must have a safe system for heating the unit, or cooling the unit if applicable.</li> <li>• Dwelling must not contain unventilated room heaters that burn gasoline, kerosene, or oil. Electric heaters are permissible.</li> </ul>	<ul style="list-style-type: none"> <li>• Must conform to state minimum temperature standards for families and elderly. Space heaters not allowed.</li> </ul>
<b>Illumination and Electricity:</b> artificial and natural light, and electrical services.	<ul style="list-style-type: none"> <li>• One window must be present in the living room and each bedroom.</li> <li>• Kitchen and bathroom must have permanent light fixture in good working order. Kitchen must also have one working electric outlet.</li> <li>• Living room and bedrooms must each have at least two working electrical outlets. Permanent light fixtures may be substituted for one of the electrical outlets.</li> </ul>	
<b>Structure and Materials:</b> the physical condition of the interior and exterior of the structure.	<ul style="list-style-type: none"> <li>• Ceilings, walls and floors must not have any serious defects (e.g., large holes, bulging, etc.)</li> <li>• Roof must be structurally sound and weather tight.</li> <li>• Stairs, porches, etc. must be in good condition and present no danger of tripping or falling.</li> </ul>	
<b>Interior Air Quality:</b> cleanliness of air and effectiveness of ventilation system.	<ul style="list-style-type: none"> <li>• Air must be free of dangerous levels of carbon monoxide, fuel gas, sewer gas, etc.</li> <li>• Unit must have adequate air circulation.</li> <li>• Bathroom must have operable window or working exhaust fan.</li> <li>• Bedrooms must have at least one window.</li> </ul>	
<b>Water Supply:</b> acceptable quality of water supply.	<ul style="list-style-type: none"> <li>• Dwelling must be served by an approvable private or public water supply that is sanitary and free of contamination.</li> </ul>	
<b>Lead Paint:</b> elimination of hazards	<ul style="list-style-type: none"> <li>• Refer to 24 CFR 35, et al. Requirement for Notification, Evaluation and Reduction of Lead-Based Paint in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule</li> </ul> <p><b>PHA RESPONSIBILITIES**Applies to pre-1960 units where a child lives or is expected to reside (1960-1978 units are not subject to the rule until September 2001)</b></p> <ol style="list-style-type: none"> <li>1. Obtain training for inspectors. Individuals conducting HQS inspections and visually inspecting for deteriorated paint during the initial and periodic inspections must complete a HUD-approved lead –based paint-training program.</li> <li>2. Provide all participant families with the EPA/HUD pamphlet entitled, <i>Protect your Family form Lead in Your Home.</i></li> <li>3. Ensure that the lease includes the Lead Warning Statement and disclosure information required by 24 CFR 35.92 (b).</li> </ol>	<ul style="list-style-type: none"> <li>• NEW: Pursuant to 24 CFR Part 35, et al, HHA Section 8 will work with landlords and owners in the national program to reduce the hazards of Lead Based Paint. It will also work with City of Hartford Health Department to identify properties that contain hazards as well as children 6 years or younger who have elevated blood levels.</li> </ul>

### HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
	<p>These items are not in the lease addendum.</p> <p>4. Exchange information with public health departments a) Attempt at least quarterly to obtain from the public health department within the Jurisdiction, the names and/or addresses of children under six who have an identified environmental intervention blood level. b) At least quarterly, submit an updated list of units being assisted under the tenant based program to the same public health department, unless the department states in writing that they do not want the list. c) Match families in the program with names and/or addresses received from the public health department.</p> <p><b>HHAs RESPONSIBILITIES WHEN DETERIORATED PAINT IS IDENTIFIED</b></p> <p>1. Notify the owner that corrective actions must be taken within 30 calendar days of the inspection.</p> <p>2. Require the owner to stabilize each deteriorated paint surface. Surfaces are exempt if they have been inspected by a certified inspector and found to be LBP free.</p> <p>3. Using a certified LBP inspector conduct a clearance examination that includes a visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results and preparation of a report.</p> <p>4. Ensure that a complete clearance report is prepared that provides documentation of the hazard reduction activities as well as the clearance results.</p> <p>5. Ensure the provision of a notice to occupants after clearance stating the nature, scope and results of the hazard reduction activities; the name address and number of a contact person, and available information on the location of any remaining LBP in the rooms or areas where hazard reduction activities were conducted.</p> <p><b>PHA RESPONSIBILITIES WHEN ELEVATED BLOOD LEVELS (EBL) ARE FOUND</b></p> <p>1. Within 15 days of notification, PHA shall conduct a risk assessment of units and common areas.</p> <p>2. Provide results of risk assessments to landlord.</p> <p>3. Notify landlord of lead hazard reduction requirements if lead hazard is found. Landlord must complete reduction activity within 30 days of receiving risk assessment report.</p> <p>4. Conduct clearance.</p> <p>5. Report name and address of EBL child to public health department.</p>	

## HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
	<p><b>LANDLORD RESPONSIBILITIES</b></p> <ol style="list-style-type: none"> <li>1. Notify assisted families of the hazards of LBP by providing the EPA/HUD booklet, <i>Protect Your Family from Lead in Your Home</i>.</li> <li>2. Provide to all cert and voucher holders the LBP disclosure form <i>Disclosure of Information on LBP and LBP Hazards</i></li> </ol> <p><u>If deteriorated paint is identified</u>, the owner or the owners representative conducting the paint stabilization must be trained in accordance with 29 CFR 1926.59 and either be supervised by an individual certified as a LBP abatement supervisor or have successfully completed an accredited LBP abatement course or other course approved by HUD.</p> <p>Note: Occupant protection, worksite preparation and specialized cleaning are not required with the area of paint being disturbed is:</p> <ul style="list-style-type: none"> <li>• 20 square feet or less on exterior surfaces or</li> <li>• 2 square feet or less in an interior room; or</li> <li>• less than 10% of a building component with a small surface area (such as a pointed window frame).</li> </ul> <ol style="list-style-type: none"> <li>1. Temporarily relocate the occupants before during hazard reduction activities <i>except if</i>:             <ol style="list-style-type: none"> <li>a) Treatment will not disturb LBP, dust hazards or soil-lead hazards;</li> <li>b) Only the exterior of the dwelling unit is treated, and windows, doors, ventilation intakes and other openings in or near the work site are sealed during hazard control and cleanup, and the entry free of dust-lead hazards, soil-lead hazards and debris is provided;</li> <li>c) Treatment of the interior will be completed within one period of 8-daytime hours, the worksite is contained so as to prevent the release of leaded dust and debris into other areas, and treatment does not create other health or safety hazards; or</li> <li>d) Treatment of the interior will be completed within 5 calendar days, the work site is contained so as to prevent the release of leaded dust and debris in other areas, treatment does not create other hazards; and at the end of work each day, the work site and area within 10 feet of the containment area is cleaned to remove any visible dust or debris, and occupants have safe access to sleeping areas, and bathroom and kitchen areas. 24 CFR 1345(a)(2)</li> </ol> </li> <li>2. Secure occupant's belongings by relocating them to a safe and secure area outside of the contaminated area or by covering them</li> </ol>	

### HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
	<p>with an impermeable covering with all seam and edges taped or otherwise sealed. 24 CFR 1345(a)(3)</p> <ol style="list-style-type: none"> <li>3. Prepare the work site to prevent the release of leaded dust and to contain debris. 24 CFR 35.1345(b) (1)</li> <li>4. Post warning signs at each entry to a room where hazard reduction activities are to be conducted 24 CFR 13459(b)(2)</li> <li>5. Repair any physical defect in the substrate of a painted surface or component that is causing the deterioration 24 CFR 35.1215(b)</li> <li>6. Remove all loose paint and other loose material using acceptable methods such as wet scraping, wet sanding or power sanding in conjunction with a HEPA filtered local exhaust attachment 24 CFR 35 1350©</li> <li>7. Apply a new protective coating or paint, 24 CFR 35 1330(b)(5)</li> <li>8. After the work is complete, clean the work site using cleaning methods, products and devices that are successful in cleaning up lead-dust hazards, such as a HEPA vacuum, and lead-specific detergents or equivalent. 24 CFR 35.1350©</li> <li>9. Allow a certified lead-based paint inspector conduct a clearance examination that includes a visual assessment, dust sampling, submission of samples for analysis for lead, interpretation of sampling results, and preparation of report. 24 CFR 35.1340 (PHA will conduct the clearance.)</li> <li>10. Ensure that a complete clearance report is prepared that provides documentation of the hazard reduction activities as well as the clearance results. 24 CFR 35.1340©</li> <li>11. Provide a notice to occupants after clearance stating the nature, scope and results of the hazard reduction activities; the name, address and phone number of a contact person and available information on the location of any remaining lead-based paint in the rooms or areas where hazard reduction activities were conducted. 24 CFR 35.125(b)(1).</li> </ol> <p><b>Landlord Responsibilities: When an EBL child is found:</b></p> <ol style="list-style-type: none"> <li>1. if risk assessment conducted by HHA finds lead hazard, owner must complete hazard reduction in accordance with 35.1330 of 35.1335</li> <li>2. Notify building residents of any evaluation or hazard reduction in accordance with 24 CFR 35.125</li> </ol>	
<p><b><u>Access Performance Requirement:</u></b> convenience of accessing and exiting the unit.</p>	<ul style="list-style-type: none"> <li>· Dwelling must be able to be used and maintained without unauthorized use of other private property.</li> <li>· The building must have more than one entrance</li> </ul>	

### HQS Categories and Performance Standards

Category/Description	Statutory Requirements	Authority/Local Code
<b>Site and Neighborhood Requirements:</b> quality of the area and housing surrounding the dwelling.	<p>as an alternate means of exit in case of fire.</p> <ul style="list-style-type: none"> <li>The site and neighborhood must be reasonably free from disturbing noise, reverberations, and serious adverse conditions, natural or manmade, that would threaten the health, safety, or general welfare of the occupants.</li> </ul>	
<b>Sanitary Conditions:</b> cleanliness of the unit and surrounding area.	<ul style="list-style-type: none"> <li>The unit and its equipment must be free of vermin or infestation.</li> </ul>	
<b>Smoke Detector Performance:</b> ensures there are a sufficient number of working smoke detectors within the dwelling unit.	<ul style="list-style-type: none"> <li>Each dwelling must have an operational battery-powered or hard-wired smoke detector on each level of the dwelling unit. If the unit was assisted prior to 4/24/93, smoke detectors are only required in areas used for living purposes.</li> </ul>	Each level of the dwelling unit.

#### 14.0 RENT REASONABLENESS, PAYMENT TO OWNERS, AND ADJUSTMENTS

New leases, moves and new admissions taking effect on or after October 1, 1999 will be subject to the regulations of the new Housing Choice Voucher Program; all rental assistance will be in the form of vouchers as of October 1, 2001.

HHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the HHA'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 HHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

#### 14.1 RENT REASONABLENESS DETERMINATION

Rent reasonableness determinations are made when units are placed under a subsidy contract for the first time, or when owners request annual or special rent increase. The Authority will determine and document on a case-by-case basis that the approved rent:

- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
- Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

In larger multi-family buildings or complexes, rent reasonableness will consider comparing rents of:

- The majority of occupied dwelling units not under SECTION 8 contract ("unassisted") *or*
- There are at least 3 comparable occupied unassisted dwelling units in the property, the current rents charged non-SECTION 8 Families within that property, taking into account tenant-paid utilities, shall constitute comparable rents.

For all other dwelling units, rent reasonableness shall be determined based on average gross rents for unassisted dwelling units with the same number of bedrooms within the same area, neighborhood or rent zone adjusted for attributes of the specific dwelling unit. The averages

**14.1 RENT REASONABLENESS DETERMINATION (Continued)**

of these rents appear on a schedule that is updated annually.

Market Database Maintenance

Using data gathered from newspapers, surveys other available sources, Hartford Housing Authority shall maintain a reasonably current database of unassisted market rents, specifying location, number of bedrooms, dwelling type and utilities included in quoted rent. This shall be the basis of calculating gross rents and averaging such gross rents by the 15 neighborhoods that make-up Metropolitan Hartford.

Attributes considered

Hartford Housing Authority shall collect data in conjunction with the HQS inspection that rates each dwelling unit on attributes (in addition to location, number of bedrooms and utilities) that reflect age or condition, size of living space and other features that affect market value.

The following characteristics are to be used for rent reasonableness determination:

Primary Considerations	Secondary Considerations
Location	Quality
Type of Unit	Amenities
Number of Bedrooms	Facilities (near by)
Square Footage	Date Built
Number of Bathrooms	Services

The Authority maintains a file that includes data on unassisted units for use in making rent reasonableness determinations. The data is updated on an ongoing basis and published annually

Additionally, each client file will retain a Certification of Rent Reasonableness, for initial lease ups and increases. The three methods used for this Certification is to Declare that the rent is reasonable based upon:

- Matching it to a like unit with or without utilities by neighborhood from the chart
- Using the unit match above and applying the utility allowance for the size of unit; or matching a unit to its equivalent unit without utilities and adding utilities for a comparable size unit, or
- Pull three comparable units from the Internet or newspaper, copy and place in file with the Certification.

## 14.2 MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, HHA 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 manually to the HAP Register for the following month or next check run. Checks are disbursed by **HHA Accounting Department** to the owner each month. Checks may not be picked up by owner at HHA.

HAP Payments made at the beginning of each month will be disbursed by the 7<sup>th</sup> of each month unless there is a bona fide reason for late disbursement, i.e., delay in the delivery of Federal funds, computer problems, etc. Section 8 will input and create all changes to the HAP Checks, Register, etc. The Accounting Division will generate actual checks, post to the General Ledger, and caused the payments to be disbursed.

### Excess Payments

- The total of rent paid by the tenant plus the HHA housing assistance payment to the owner may not be more than the rent to owner. The owner must immediately return any excess payment to HHA.
- Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to HHA" chapter of this Administrative Plan.

### Late Payments to Owners

It is a local business practice in the State of Connecticut 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. There is a grace period, which is typically ten days past the first of the month. Therefore, in keeping with generally accepted practices in the local housing market, HHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract. HHA will pay a late fee to the owner for housing assistance payments that are not mailed to the owner by the 9<sup>th</sup> day of the month, if requested by the owner. This fee will be payable only if it is the policy of the owner to charge late charges for all late rents received from renters both subsidized and non subsidized. If the owner does not charge late charges as outlined, HHA is not liable to honor the owner's request. The amount of the late fee will be the same charged to all renters.

Proof of "Mailed to" date will be the:

- date the HAP Register was run
- date of receipt of mailing from the Post Office

Proof of "Received by Owner" will be:

- *5 calendar days after date of mailing by PH*
- *HAP check cashed*

#### **14.2 MAKING PAYMENTS TO OWNERS (Continued)**

HHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the HHA's control, such as a delay in the receipt of program funds from HUD. The HHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty.

HHA will not use any program funds for the payment of late fee penalties to the owner.

#### **14.3 RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM**

The Rent to Owner is limited only by rent reasonableness. HHA 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, the family share may not exceed 40 percent of the family's monthly-adjusted income. During the initial term of the lease, the owner may not raise the rent to owner.

#### **14.4 PAYMENT STANDARDS FOR THE VOUCHER PROGRAM**

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at HHA's discretion, the Voucher Payment Standard ***amount is set by HHA at 100 percent of the HUD published FMR.*** This range is consistent with the City of Hartford's HCVP. The HHA reviews the appropriateness of the Payment Standard annually when the FMR is published, and will update using the procedures prescribed.

HHA will establish a single voucher payment standard amount for each FMR area in the City of Hartford, which is its sole jurisdiction, and will establish payment standard amounts for each "unit size". HHA may approve a higher payment (up to 110%) as a reasonable accommodation for a family that includes a person with disabilities.

#### **14.5 ADJUSTMENTS TO PAYMENT STANDARDS**

Payment Standards may be adjusted, within HUD regulatory limitations, to increase Housing Assistance Payments in order to keep families' rents affordable. HHA will not raise Payment Standards solely to make "high end" units available to Voucher holders. HHA will use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

## 14.5 ADJUSTMENTS TO PAYMENT STANDARDS (Continued)

### Assisted Families' Rent Burdens

- HHA will review its voucher payment standard amounts at least annually to determine whether more than 40 percent of families in a particular unit size are paying more than 30% of their annual adjusted income for rent. If it is determined that particular unit sizes in its jurisdiction have payment standard amounts that are creating rent burdens for families, HHA will modify its payment standards for those particular unit sizes.
- HHA 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 HHA's jurisdiction are paying.
- HHA will increase its payment standard to be consistent with those adopted by the City of Hartford's Housing Choice Voucher Program.
- HHA 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.

### Increased Payment Standard

HHA will consider the following factors to determine to increase the Payment Standard.

- Quality of Units Selected: HHA 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.
- The HHA will review the average percent of income that families on the program are paying for rent. If more than 40% of families are paying more than 30% of monthly adjusted income for a particular unit size, HHA will determine whether families are renting units larger than their voucher size, and whether families are renting units which exceed HUD's HQS and any additional standards added by the HHA in this Administrative Plan.
- If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the HHA may decline to increase the payment standard. If these are not the primary factors for families paying higher rents,
- HHA will continue increasing the payment standard.
- Rent to Owner Increases: HHA 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: HHA may consider the average time period for families to lease up under the Voucher program. If more than 10% of voucher holders are unable to locate

#### **14.5 ADJUSTMENTS TO PAYMENT STANDARDS (Continued)**

suitable housing within the term of the voucher and HHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the 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 90 percent of the FMR without authorization from HUD.

##### Financial Feasibility

Before increasing the Payment Standard, HHA may review the budget to determine the impact projected subsidy increases would have on funding available for the program and number of families served and to avoid a reduction in the number of families assisted.

For this purpose, HHA 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

HHA will retain information regarding adjustment data for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

##### Exception Payment Standards

HHA will recognize and honor exception Payment Standards for its voucher holders who exercise portability. If the dwelling unit is located in an exception area, the HHA must use the appropriate payment standard amount established by the PHA for the exception area in accordance with regulation 24 CFR 982.503.

#### **14.6 UTILITY ALLOWANCE**

Hartford Housing Authority will establish and annually review a utility allowance schedule. ***The review will consist of coordination with the City of Hartford's Housing Choice Voucher Program and will be consistent with that allowance which is set forth and established according to consumption and usage formulas prescribed by HUD.***

If either owner or tenant wish to change which utilities are to be the tenant's responsibility, verses which are to be the owner's, both parties must sign a Request for Revision of Utility Payment Responsibility. This will result in corresponding changes in the utility, allowance, the Rent to Owner and family Rent to Owner. An addendum to the HAP and a RFTA will be executed.

#### **15.0 RECERTIFICATION FOR CONTINUED OCCUPANCY**

The Authority conducts annual/interim recertification of the families participating in the SECTION 8 Program. These recertifications are used to ensure that the families are still eligible for the program, housed in a properly sized unit, and paying the appropriate amount of rent according to the guidelines of the program. The following chapter details the annual recertification, the interim recertification and issues concerning the information gathered throughout the process.

## **15.1 ANNUAL RECERTIFICATION**

The Authority will conduct an annual recertification on all of the households participating in the SECTION 8 Program. Each household will be informed, in writing, of their recertification date 60 days prior to their contract anniversary date. The Authority will require the family head, and all adult members (i.e., residents older than 18 years of age) to be present during the recertification meeting. Members of the SECTION 8 staff will interview each adult household member, and record their information onto the recertification form. The household members will be required to provide any information that the Authority deems necessary to determine eligibility. All documents related to income must represent the gross amount of income (i.e., wages plus tips, gratuities, commissions, etc.). Failure to supply or cooperate in the verification process concerning income, family composition and eligibility, unit inspection, and the refusal to execute required documents will lead to the family's assistance being terminated. The caseworker will review the file within two weeks prior to the evaluation. The file review is conducted to re-familiarize the specialist with the tenant, identify any open items or tenancy issues, and identify missing documentation, ensure the accuracy of the tenant database, and ensure the completeness of the tenant file.

Each household will have their eligibility determined according to applicable HHA rules with respect to the following criteria:

- Family or residual family eligibility.
- Income, Total Tenant Payment and Net Assets.
- Size of dwelling unit required.
- Compliance with program requirements.

Hartford Housing Authority will provide the results of the recertification to each household in writing, and advise the households of their right to a hearing if they disagree with Hartford Housing Authority's actions. Additionally, the caseworker will complete the electronic HUD 50058 for transmission to HUD as appropriate.

If Hartford Housing Authority makes a calculation error during annual recertification or interim examination, an additional examination will be conducted to correct the error. The household will not be charged retroactively for payments they would owe, but will receive credit for overpayments.

## **15.1 ANNUAL RECERTIFICATION (Continued)**

Additionally, if Hartford Housing Authority fails to process changes in a timely manner for any other

reason, increases in tenant's rent will not take effect until Hartford Housing Authority finishes processing the change. If a decrease in rent occurs, the overpayment by the family will be calculated retroactively to the date when Hartford Housing Authority should have had the processing completed, and the family will be credited that amount. Methodology: 1) the landlord will be notified of the specific amount and reason for the overpayment; 2) Section 8 will ask that the landlord reimburse the overpayment to the family and 3) inform landlord that Section 8 will send the underpayment in the next check run.

A receipt of submission will be granted to the family upon submission of the materials required for certification or recertification. HHA Section 8 does not acknowledge accuracy of the data submitted, only receipt of it. Upon review the HHA will inform the household in writing as to any additional needed documents that would complete the process. The Authority will provide the results of the recertification to each household in writing, and advise the households of their right to a hearing if they disagree with Authority's actions. Additionally, the Authority will complete the HUD 50058 form and transmit it to HUD as appropriate.

## **15.2 VERIFICATION**

To ensure that the required data are true and complete, the SECTION 8 caseworker will verify the information submitted by each client. The Authority will use the same verification procedures used for program admission (See Section 7.0, Verification for Admission). This includes, but is not limited to employers' reports, award letters, reliable oral third party verification where proper documentation is recorded by a staff person and dated, Internal Revenue Data, notarized statements or signed affidavits. Notarized statements will be accepted, however, caseworkers are encouraged to assist families in obtaining additional documentation whenever possible.

SECTION 8 Staff will review and evaluate the data as it is received for completeness, accuracy, and conclusiveness. After the staff has verified all of the necessary items, they will include the information in the household's permanent file. As part of the record, the responsible family member(s) will sign and date the recertification application. Where required, a duly authorized representative of the Authority will also sign the required forms.

After Hartford Housing Authority completes the recertification, changes will be calculated accordingly. Should an interim recertification be requested within 60 days of the annual recertification, the interim will be considered a full annual recertification. Moves requested beyond 60 days of the recertification require the caseworker to conduct a new recertification before the moving papers are issued. In cases involving moves within 60 days of recertification, information is to be confirmed for correctness.

A computer-matching program with various other Federal Departments, including, the Internal Revenue NEW: In accordance with the Privacy Act of 1971, HUD will conduct Service, and U.S. Department of Education. Presently, HUD notifies families of discrepancies between income the Public Housing Agency has on file and the IRS. Families must contact the Housing Authority and clarify the discrepancies. The Housing Authority must provide HUD with evidence of resolution of each case. Families who are guilty of misrepresentation that lead to underpayment of rent, will be required to sign a repayment agreement and reimburse HHA.

### **15.3 FAILURE TO REPORT**

If household members are unable to attend scheduled recertification meeting they are required to contact the Authority prior to the recertification date to reschedule. In the case where the family fails to appear at the meeting, and has not rescheduled, the Authority will schedule a second and final appointment. If the family fails to attend or reschedule the second meeting, the Authority will terminate the family's assistance. The family may request an informal hearing.

### **15.4 MISREPRESENTATION**

If the recertification reveals that the family, at the time of recertification, made a misrepresentation that resulted in their classification as eligible, when in fact they were ineligible, the Authority will cease the Housing Assistance Payments immediately, and terminate the family from the SECTION 8 Program.

If the Authority determines that the family made a misrepresentation, which resulted in a lower rent, the family will pay the difference to the Authority in full. If it is determined that they have committed fraud, assistance may be terminated. In the event that the falsification of income or family composition comes to the Authority's attention, a recertification will be scheduled immediately. If it is determined that any family member has falsified his income, the household will be required to pay the full amount of back rent owed, and will be terminated from the SECTION 8 Programs if fraud was involved.

### **15.5 INTERIM RECERTIFICATION**

Interim recertification may be initiated by either the Authority or the client, and will not affect the date of the annual recertification. Families completing interim or annual recertifications will receive a written, dated receipt.

An interim recertification will be conducted under the following conditions:

- When a family no income.
- When it is impossible to project family's income with any accuracy.
- When a family reports a loss in income.
- When a household's income increases by 10% per month.
- When there is a change in family composition.

After the Authority completes the interim recertification, they will calculate any changes accordingly. Should an interim recertification be requested within 60 days of the annual recertification, the interim will be conducted as a full recertification. If the family moves, it will be issued a voucher.

The Authority reserves the right to perform interim recertification at any time; however, two recertifications of the same household will not be conducted within a 30-day period.

### **15.5 INTERIM RECERTIFICATION (Continued)**

#### Changes in Family Composition

The caseworker will approve family size increase to the household as a result of the addition of any dependent minor children or court awarded custody, and will notify the landlord in writing of the approved changes.

Other increases in family composition must be approved by Hartford Housing Authority, provided the addition does not result in an underhoused status in accordance with HQS; and:

- The head of household provides written approval of the addition from the landlord; and
- The member to be added is otherwise eligible for the SECTION 8 Program, i.e., must pass the criminal and credit screening in order to be added to the household.

Hartford Housing Authority will approve family size increases that result in larger dwelling unit sizes for dependent senior/disabled parents or dependent/disabled adult members provided that funds are available to provide for the increase in subsidy payments.

If approved by the Director of SECTION 8, the voucher will be reissued with the correct payment standard. The paperwork will then be forwarded back to the HSQ Specialist for processing. When the selected dwelling unit is approved, the HAP contract with the current landlord will be terminated.

Change of Unit

At the time of recertification, a unit may be considered ineligible based on the number of residents or composition of the household. The current landlord will be notified that SECTION 8 will not renew, with a 30-day notice. In this case, a new voucher of with the appropriate payment standard will be issued to the family. The SECTION 8 staff will assist the client in finding a suitable unit. When an acceptable available unit is located, the lease along with the HAP Contract with the current vendor will be terminated. The new unit must meet all criteria including Housing Quality Standards.

Changes in Income

When a family’s composition or income changes, the corresponding rent or housing requirements may also change accordingly. Therefore, the Authority requires the households to report any increase or decrease in income, or change in family composition within 15 days of when the changes occur. Any information, documentation, or signatures needed from the family to verify and support the necessity of the change must be provided at the time the change is reported.

Increases in family size other than birth, adoption, or court awarded custody must have the prior approval of the Authority. If the additional family member will cause overcrowding, the Authority will issue a voucher. If funding is unavailable, the Authority will place the family on the transfer list.

The procedures concerning a change in the tenant’s rent is contingent upon if the family reports the changes within the specified 15-day time frame. The following table outlines the Authority’s procedures regarding changes in tenant rents:

	<b>Changes That Cause Increase in Family Rent</b>	<b>Changes That Cause Decrease in Family Rent</b>

<b>Household Reports Changes within 5 days</b>	Effective on the first of the month following the notice.	Decrease in tenant rent to owner will be effective on the first of the month following the notification date.
<b>Household Fails to Report Changes within 10 days.</b>	Prorated to the date of increase. The family will be liable for any overpaid housing assistance any may be required to make a lump-sum payment to Hartford Housing Authority.	Effective on the first of the month following the notification date. If in that time the family pays the former rent amount, there will be no credit to the tenants account.

Treatment of Income Changes Resulting from Welfare Program Requirements

Families who have experience reductions in income specifically due to fraud or failure to participate in an economic self-sufficiency program or comply with work activities requirements will not have their contribution to rent reduced based on the benefit reduction. The prohibition on reduction of SECTION 8 tenant based assistance contribution is applicable only if the welfare reduction is neither the result of the expiration of a lifetime time limit on receiving benefits, nor a situation where the family has complied with welfare program requirements but cannot obtain employment.

Family rent cannot be decreased as a result of reductions in Welfare Benefits resulting from:

- Fraud by a family member
- Family’s failure to comply with welfare program requirements for work

Families who fall into these two categories, have a right to request an Informal Hearing and will be notified of same.

**15.6 DETERMINATION FOR BREAK-UPS AND REMAINING MEMBER RETENTION**

Instances occur where by a household assisted under the SECTION 8 Program becomes divided into two otherwise eligible families due to divorce, legal separation or other similar circumstances. In these cases, if the household cannot decide who should continue to receive the housing assistance, Hartford Housing Authority will consider the following factors to determine which household will continue to be assisted:

- A determination by a court
- The composition of the new households, with special consideration given to which household has custody of dependent children, disabled members, or elderly members.
- Household member who was the head of household when the certificate or voucher was

**15.6 DETERMINATION FOR BREAK-UPS AND REMAINING MEMBER RETENTION (CONTINUED)**

initially issued (as listed on the initial application).

Considerations can be given to whether domestic violence was involved in the breakup, and recommendations of social service professionals.

Documentation of these factors is required. If documentation is not provided for further consideration, Hartford Housing Authority will grant continued assistance to the head of household.

If the reassignment of the voucher results in a reduction in household size, and if the landlord refuses to accept the rent level that corresponds with the smaller subsidy standard, the family will be required to move to a smaller dwelling unit.

In the case where the head of household is no longer a resident at the assisted property (i.e., death, abandonment, etc.), Hartford Housing Authority will transfer the voucher to the remaining member(s) of the tenant family.

To be considered a remaining family member of a tenant household, the person must be approved by Hartford Housing Authority to be living in the dwelling unit. Hartford Housing Authority will not consider Live-in Aides as remaining family members.

For a minor child to continue to receive assistance as a remaining family member the following conditions must be met:

- The minor child has demonstrated “necessity” for housing assistance.
- Hartford Housing Authority must have verified that a bona fide social service agency and/or the Court has arranged for another adult to be brought into the assisted dwelling unit to care for the child(ren).

#### **15.7 CONTINUANCE OF ASSISTANCE FOR MIXED FAMILIES**

Generally speaking, housing assistance is only provided to family members that are citizens or eligible non-citizens. However, “mixed families,” (i.e., families that include at least one citizen or eligible non-citizen and any number of ineligible members) who were program participants prior to June 19, 1995 can receive full assistance if both of the following continuous assistance conditions exist:

- The head of household or spouse is a U.S. Citizen or is an eligible non-citizen.
- All members of the family other than that the head, or spouse,
- Parents of head or spouse, and children of the head or spouse are citizens or eligible non-citizens.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance, or the Authority may offer temporary deferral of termination.

#### **15.7 CONTINUANCE OF ASSISTANCE FOR MIXED FAMILIES (Continued)**

If the family has a pre-merger certificate and chooses prorated assistance, the amount of assistance is determined by subtracting the total tenant payment from the gross rent, and multiplying the difference by the proportion of eligible to ineligible non-citizens in the household.

EXAMPLE: In a four-person household there are three eligible non-citizens, the proportion of eligible non-citizens in the household is  $\frac{3}{4}$  and the prorated assistance is calculated as follows:

Gross Rent	\$ 700.00
Total rent to Owner	\$ 100.00
Current HAP	\$ 600.00

$$\text{Prorated assistance} = \$600.00 \times \frac{3}{4} = \$450.00$$

To determine the prorated assistance for families in the voucher program, the amount of the pre-proration voucher is multiplied by the proportion of eligible non-citizens to household size.

If the family qualifies for prorated assistance and does not qualify for continued assistance, the family may be eligible for a temporary deferral of termination of assistance. (See Section 16.4, Termination Due to Ineligible Immigration Status.) The Deferral period will be given in six-month increments, but will not exceed an aggregate time period of eighteen months. The Authority will notify the tenant in writing 60 days prior to the expiration of the deferral to notify them whether the termination will be deferred again, or if assistance will be terminated. The family has a right to an informal hearing.

## 16.0 CONTRACT TERMINATION

The Lease Agreement and the Tenancy Addendum represent the agreement between the landlord and the tenant that defines the responsibilities of both parties. The SECTION 8 Program requires HHA, the tenant and the property owner or agent to sign legal agreements and contracts that can be terminated by any of the respective parties. The HAP contract is the legal agreement between Hartford Housing Authority, and the landlord that defines the responsibilities of both parties. The following chapter delineates the Authority's policies and procedures concerning contract termination including eviction, termination by HHA, and termination due to ineligible immigration status. The final rule of May 1999 establishes an 18 month deferral period for all families who have a pending citizenship status. If citizenship has not been either proven or established within that timeframe, they may no longer be assisted.

The term of the Lease and the HAP Contract run concurrently. The lease term may be twelve months or less upon mutual agreement between family and owner. The HAP will mirror this term.

The HAP Contract can be terminated by the owner, the Authority, or by the tenant through termination of the lease. If the contract is terminated for any reason, by any party, no future subsidy payments will be made by the Authority. Assistance will cease the month the contract is terminated. The owner will have no right to claim compensation from Hartford Housing Authority for vacancy loss under the provision of the contract. If the family continues to occupy the unit, they will be responsible for the full rent. All HAP contracts are officially terminated 180 days after the last housing assistance payment to the owner.

## 16.1 EVICTION

The owner may also wish to terminate the contract for business or economic reasons, but must give 90 days notice to the tenant and the Authority, in the first year of the contract, and 30 days written notice in subsequent years. Such reasons may include desire to sell the property, renovation of the dwelling unit, desire to obtain a higher rent than can be provided by Hartford

Housing Authority, or tenant refusal to accept an offer of a new lease.

Under the SECTION 8 Program, the property owner may choose to terminate the contract, thereby evicting the tenant from the property. To execute the eviction, the owner must comply with HUD regulations, state and local laws. The owner must also provide an advanced notice to the family detailing lease violations and an eviction notice to the tenants, and to the Authority. The notice must clearly state the reason(s) why the tenant is being evicted, and if the family is at fault, the information must be specific as to cause. The notice must be received 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 with copies to Hartford Housing Authority.

The HAP contract and lease specify the following reasons for eviction:

- Serious or repeated violations of terms and conditions of the lease
- Violation of Federal, state or local law that imposes obligation on the tenant in connection with occupancy or use of the premises

Other good causes including 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 other residents, or persons residing in the immediate vicinity of the premises; unauthorized persons residing in the unit, drug sale, use or patterns of unacceptable behavior attributable to drug or alcohol abuse that disturbs the peaceful enjoyment of the premises by families or others; destruction of property, or behavior resulting in damage to the unit.

If the eviction action is finalized in court, the owner must provide to the Authority a copy of the documentation including the final date of the tenancy. If the eviction is not due to serious or repeated violations of the lease and the Authority has no grounds to terminate assistance, the Authority will issue a new voucher so the family can move with continued assistance.

Assistance payments will continue to be made by the Authority until the family moves, or the owner has possession of a court order allowing the owner to evict the tenant up to the final day of the execution as stated in the court order if the court has stipulated that payments may be made for "use and occupancy". Under these circumstances, the unit must meet HQS. As long as the owner of the property continues to endorse the Authority's assistance checks, the owner is acknowledging that the tenant is still in the unit, and in compliance with the terms of the lease. The Authority will verify that the family is in residence on a monthly basis.

## **16.2 TERMINATION BY THE AUTHORITY**

The Authority will terminate the HAP contract when: the lease terminates; the owner has breached the contract; or the Authority terminates assistance to a family.

The Owner will be considered in breach of contract if any of the following circumstances occur:

- The owner has violated any obligation under the HAP contract (e.g., HQS, etc.).
- The owner has violated any obligation any housing assistance contract under SECTION 8 of the 1937 Act (42 U.S.C. 1437f).
- The owner has committed fraud, bribery or any other corrupt criminal action in connection with any Federal housing program.
- The owner is engaged in drug trafficking, sale or abuse of alcohol.
- The owner has failed to comply with regulations, the mortgage or note, or regulatory agreements for projects with HUD mortgages or insured by HUD loans.

Hartford Housing Authority may also terminate the contract if:

- Hartford Housing Authority terminates the family.
- The owner has notified the Authority that he does not wish to renew.
- The family is required to move from the dwelling unit that is under/over-occupied.
- Funding is no longer available under the ACC.

The contract will terminate automatically upon 180 days since the last HAP payment.

Additionally, the Authority will terminate the contract if the owner is disapproved in accordance with the policies and procedures discussed in Section 11.3. The Authority will provide the owner and the household at least 30 days notice prior to contract cancellation.

### **16.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZENS STATUS**

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

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

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

### **16.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NON-CITIZENS STATUS (Continued)**

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

a manual check can be made if INS records.

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

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

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

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

The family's assistance will not be denied, delayed, reduced or terminated because of a delay in the process of determining of eligible status under this Section, except to the extent that the delay is caused by the family. If however, the family fails to verify citizenship or legal non-citizens status within 18 months, they cannot continued to be assisted.

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

#### **16.4 TERMINATION DUE TO METHAMPHATAMINE**

Families and family members who have been convicted of manufacturing Methamphetamine on the premises of an arrested housing will terminated.

#### **17.0 MOVES AND PORTABILITY**

The Housing Quality Work and Responsibility Act of 1998 permits portability anywhere in the United States where a housing authority operates a tenant based program. An eligible family may receive tenant based assistance to lease a unit located anywhere. The Authority actively encourages families to maximize their choice of quality housing. The family may select among available units, except ineligible housing, housing that does not meet HQS, or housing for which the subsidy standard exceeds established limits. HUD regulations permit families to move with continued assistance to another dwelling unit within HHA's jurisdiction, or to a dwelling unit outside of its jurisdiction under portability procedures. The regulations also allow Hartford Housing Authority the discretion to develop policies, which define any limitations or restrictions on moves. The section defines the procedures for moves, and the policies for restrictions and limitations on moves.

##### **17.1 FAMILY MOVES**

A family may move to a new dwelling unit if:

- The assisted lease for the old dwelling unit has terminated because Hartford 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 on action to evict the family, 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. The family is not required to give the owner notice of intention to move if the owner has notified both the family and HHA Section 8 that the owner does not wish to renew. If the family and landlord agree to renew afterwards, then all other provisions of the program apply. Both the landlord and family will have to abide by all notification procedures for moves as is customary.

Briefing sessions will emphasize the family's responsibility to give the owner and Hartford 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 HHA simultaneously.

Families will not be permitted to move outside of Hartford Housing Authority's jurisdiction during the initial year of assistance occupancy if at the time of application they were outside of its jurisdiction. Families will not be permitted to move more than once in a 12-month period. Hartford Housing Authority will deny permission to move if there is insufficient funding for continued assistance.

Hartford Housing Authority will deny permission to move if:

- The family has violated a family obligation.
- The family owes Hartford Housing Authority money.

The SECTION 8 Program Manager may make exceptions to these restrictions if there is an emergency necessitating the move over which the participant has no control. If the family is approved for a move and is scheduled for recertification within the next 90 days, Hartford Housing Authority will issue the voucher to move after conducting the recertification. If the family does not locate a new dwelling unit, they may remain in the current dwelling unit so long as the owner permits and meets all other requirements of the program.

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move. In a move, assistance stops at the old dwelling 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. In these cases, amounts will be ***prorated to present and perspective landlords***. Costs not covered by SECTION 8 during these periods of transition will be absorbed by the tenant /landlord upon mutual agreement. Assistance will start on the new dwelling unit on the effective date of the lease and contract. ***Assistance payments may, under limited circumstances and with approval of the Department Head or higher, overlap for the month in which the family moves.***

## **17.2 ADMINISTRATION BY INITIAL AUTHORITY OUTSIDE ITS JURISDICTION**

HHA will administer or cause to administer assistance to the portable family that has moved outside its jurisdiction (i.e., same state, same MSA but different state, adjacent MSA and different state) provided that no other Authority with a tenant-based program has jurisdiction in the area where the unit is located. In cases where it is impractical for the Authority to effectively administer the assistance in accordance to prescribed standards, the Authority will chose to use another Authority, private management entity or other contractor or agent to help administer the assistance.

**17.3 ADMINISTRATION BY RECEIVING AUTHORITY**

When a family moves under portability into the jurisdiction of another Authority that operates a tenant based program (i.e., receiving Authority), that Authority administers assistance for the family. The receiving Authority has the option to pay housing assistance for the family and bill the initial Authority or to absorb the family into its voucher program providing the funding is available. Incoming Portable families have already been determined to be eligible by the initiating PHA, however, the receiving PHAs may upon evidence of same, determine that the incoming family is ineligible to participate in their program. ***HHA HCVP will screen incoming portable voucher families for past balances and evictions. Families with past balances will be offered the opportunity to enter into a repayment agreement. Families evicted for other than non-payment of rent, may not be eligible to participate in the program. They will be notified and given a chance to have an Informal Hearing or Review.***

If the receiving Authority administers the voucher on behalf of the initial Authority, the family is to be assisted under the same tenant based program as initially enrolled. In this case the receiving Authority ***will issue a new voucher*** and bill the initial Authority for the assistance payment and a portion of administration fee. The receiving Authority may absorb the family into its program relieving the initial Authority of any further obligation (i.e., financial or administrative) to the portable family. The receiving Authority may absorb the family at its option if ACC funds are available, HUD may require the receiving Authority to absorb all or a portion of the portable families.

If there is more than one Authority with jurisdiction in the area where the family has elected to move the issuing Authority determines which will be the receiving Authority.

**17.4 PORTABILITY PROCEDURES**

Procedure	Responsibility	Tools/Documents
Determine family income eligibility in the area where the family intends to lease.	Initial Authority (IHA)	HA jurisdictional map. Jurisdiction income limit.
Advise family how to contact and request assistance from receiving Authority.	IHA	Provide name, address, telephone/fax numbers and contact name.
Notify the receiving Authority to expect the portable family within 5 days.	IHA	HA Portability Notification, Voucher and 50058 and all associated verifications.
Contact receiving Authority and follow procedures for incoming portable families.	Portable Family	Attend Debriefing at receiving Authority: be reissued receiving Authority's voucher.
Provide latest 50058 (Family Report) and verification information.	IHA	HA Information Transmission Report
Refers the Family back to the IHA if the voucher has expired by the time the family arrives at the RHA.	Receiving Authority RHA	May not give families extensions on the IHA's voucher.
Extends the voucher expiration date and also the billing deadline.	IHA	Has sole authority to do so.

Submit a Request For Tenancy Approval within the voucher term to Receiving HA.	Portable Family	RFTA form.
Notification of the Initial Authority (IHA) of the outcome status (leased or not leased) of the portable family.	RHA	Outcome Log and notification letter.
Provide tenant based assistance and perform all program functions (e.g., HQS, recertification,).	RHA	Follow HA responsibilities for program administration.
Deny or terminate assistance if appropriate in accordance with 982.552.	Either Authority	Prompt notification of termination and Log entry.
Recertify family, confirm subsidy standard, and issue voucher within 2 weeks or 10 working days of receiving IHA's HUD-52665 and supporting docs. Voucher has same exp date as IHA.	RHA	Certification Procedures within specified timeframe.
Promptly issue the RFTA or act on the submitted RFTA and for the prospective of unit.	RHA	HA Portability Notification and Issue Log.
<b><u>Billing And Payment</u></b>		
Promptly inform/bill the initial Authority whether it will administer or absorb the family. 10 day notification requirement if absorbing; 30 Day notification deadline if billing.	RHA	Invoice/bill initial PHA or Absorption. If billing, RHA sends bill & 50058 to IHA within 10 working days of HAP contract execution.
Initial Housing Authority must receive billing within 60 days of the expiration of the IHA's voucher	RHA	Bill IHA within IHA voucher expiration timeframe
Receiving Housing Authority must absorb the family if it misses the billing deadline, unless late payment is approved by IHA	RHA	Must absorb family if it misses billing deadline.
Initial Housing Authority must pay RHA within 30 days of receiving bill.	IHA	Pay bill within 30 days of receiving bill.
IHA sends HAPs to RHA by the 5 <sup>th</sup> day of each month	IHA	Must meet deadline for sending monthly HAPs
RHA sends IHA changes in amounts no later than 10 working days of the effective date of the change.	RHA	Must notify IHA of changes in HAP within required timeframe.
RHA must notify the IHA within 10 working days if RHA terminates or absorbs.	RHA	Must notify IHA if families are terminated or absorbed within required timeframe.
Determine the subsidy standard	Receiving Authority	Subsidy Standard Assignment.
The IHA is no required to honor billings received later than 60 days after the effective date of the notice.	IHA	The RHA must absorb the family unless the IHA will accept a delinquent billing.

## 17.5 PORTABILITY BILLING

The Hartford Housing Authority is required to manage its tenant based program in a manner that ensures that it has the financial capability to provide assistance to families that move out of its jurisdiction under portability as well as for families that remain in the program. As we

have described earlier, receiving Authorities are required to either absorb or administer portable families that moved within a jurisdiction where it operates a tenant-based program. If the receiving Authority elects or is required to absorb the portable family the obligation of the issuing Authority is terminated. If the receiving Housing Authority elects to assistance payment, 80% of the Admin Fees and Hard to House Fees if applicable. The process is as follows:

- The receiving Authority determines the housing assistance payment in the same manner as for other assisted families.
- The receiving Authority bills the issuing Authority for the full amount of the payment on a monthly basis in accordance with HUD procedures, time frame and HUD billing forms.
- Upon receipt, the initial Authority is to reimburse the receiving Authority for the full amount of the housing assistance payment, and for 80% of its on-going administrative fee for each unit month that each family was assisted. If both Authorities agree they may negotiate different amounts of reimbursement.

HUD may reduce the administrative fee to an initial or receiving HA if the HA does not comply with the portability procedures. HUD may penalize the offending Housing Authority by reducing its ACC by number of vouchers it has failed to fulfill its obligations to under portability, either through billing or HAP payments.

## **18.0 DENIAL OR TERMINATION OF ASSISTANCE**

The Authority may deny assistance to an applicant or a participant based on their actions or inaction. This chapter describes the Authority's policies for the denial or termination of assistance for households including the Authority's discretionary powers, the forms and grounds for denial/termination, and family obligations. Other policies and procedures concerning denial/termination, including procedures for ineligible non-citizens, zero HAP families, families failing to attend appointments and meet deadlines and those committing fraud are discussed in this chapter.

### **18.1 THE AUTHORITY'S DISCRETION TO CONSIDER CIRCUMSTANCES**

The Authority will use its discretion to consider all of the circumstances in each case of denial/termination. These circumstances will include the following:

- The seriousness of the case
- The extent of participation or culpability of individual household members
- The effects of denial or termination of assistance on other household members who were not involved in the action or inaction in question
- Termination because of illegal use or possession for personal use of a controlled substance must have occurred within one year before the date of notice of termination to the family. The Authority will not deny or terminate assistance if the household member in question is regarded as having an addiction to a controlled substance, can provide evidence that they have successfully completed a treatment program and no

longer use or possess any controlled substance.

- Termination due to continuous or ongoing negative behaviors by family members such as to establish a pattern even if there is no arrest or conviction. The behavior must cause a disturbance, be threatening, abusive, or other problematic actions that prevent the peaceful enjoyment of the premises by others. Additionally if this behavior can be attributed to the use or abuse of drugs and or alcohol, the family has violated the One Strike law and can forfeit further housing assistance.

Additionally, the Authority will attempt to identify the members of the household who participated or was culpable, and impose as a condition of continued assistance that these individuals no longer reside in the assisted unit. An interim recertification based on the change of household composition will then be conducted.

## **18.2 FORM OF DENIAL OR TERMINATION**

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the Authority's Wait List.
- Denial or withdrawal of certificate/voucher.
- Refusal to enter into a HAP contract or the approval of a lease.
- Refusal to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

- Refusal to enter into a HAP contract or approve a lease.
- Termination of housing assistance payments under an outstanding HAP contract.

## **18.3 GROUNDS FOR DENIAL/TERMINATION OF ASSISTANCE**

- Refusal to process or provide assistance under portability procedures.

The Authority will deny assistance to an applicant and terminate assistance for participants if any member of the household fails to sign or submit consent forms for obtaining required information.

The Authority may deny program assistance for an applicant or terminate program assistance for a participant anytime, for any of the following reasons:

- The household violates the family obligations listed in Section 18.4.
- Any member of the household has ever been evicted from public housing.
- The household currently owes rent or other amounts to the Authority or to another authority in connection with SECTION 8 or public housing assistance.

- The household has not reimbursed any Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit or other amount owed by the household under a lease.
- The household breaches an agreement with the Authority to pay amounts owed to the Authority, or amounts paid to an owner by an Authority.
- The household has engaged in, or threatened abusive or violent behavior towards the Authority's personnel.
- The household or any member is convicted of manufacturing methamphetamine on the premises of any assisted unit.
- The members of the household must not engage in drug-related, or violent criminal activities. NEW The members of the household must not engage in drug or *alcohol related*, violent criminal activities or *patters of behavior that disturb the peace of the family or neighbors*...Assistance will be terminated if the preponderance of evidence indicates that the household member has engaged in such activities, regardless of whether they have been arrested or convicted for them.
- Families who have been identified by HUD's computer matching program as being in default of Federally Guaranteed Student Loans will be ineligible for housing assistance.
- If the landlord has properly notified the family and Section 8 that he does not wish to renew, and the family is otherwise in good standing, the family is obligated to get another voucher and commence shopping for another unit. The family cannot remain in the unit without renewing the Contract, even on a month-to-month basis indefinitely. The family will have 120 days to move and if there are no extenuating circumstances, i.e., hardship, reasonable accommodations, etc., for a member with a disability, continuous bad or hazardous weather, the family will be terminated.

### **18.3 GROUNDS FOR DENIAL/TERMINATION OF ASSISTANCE (Continued)**

- HQS inspections that need to be rescheduled more than twice due to the family not being home is grounds for termination of assistance. Extenuating circumstances may be reviewed; families are entitled to request an Informal Hearing.
- Annual Reviews: If an assisted family misses more than two appointments they will be terminated from the program. If for reasons of extraordinary health problems, reasonable accommodations, frail elderly or disabled families who require special consideration may be exempted or excused if prior arrangements are made for on site visits. All other participating families are subject to sanctions. Families who are terminated for missed appointments may request an Informal Review. Reinstatement may or may not include retroactive HAPs. See Section 20.0 for Informal Review Process detail.
- If an assisted family refuses to share the information that was sent to them regarding an income discrepancy by REAC within the time specified in the contact letter, assistance will be terminated.

#### **18.4 FAMILY OBLIGATIONS**

- The household must supply any information that the Authority and HUD determines to be necessary in the administration of the program including the submission of required evidence of citizenship or eligible immigration status (See Section 4.5, Proof of Citizenship or Eligible Non-citizen Status)
- The household must supply any information requested by the Authority or HUD for use in a regularly scheduled reexamination or interim examination of household income and composition in accordance with HUD requirements.
- The household must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with 24 CFR § 760 and 24 CFR part 5 & subpart F.
- All information provided by the household must be true and complete.
- The household must allow the Authority to inspect the unit at reasonable times after reasonable notice.
- The household must notify the owner and the Authority before moving out of a unit or terminating the lease.
- The household must give the Authority a copy of any owner eviction notice within 10 days.
- The household must use the assisted unit for its only residence.
- The composition of the assisted household residing in the unit must be approved by the

#### **18.4 FAMILY OBLIGATIONS (Continued)**

Authority, and any changes in composition must be reported as described in Section 15.5, Interim Recertification.

#### **18.5 FAMILY PROHIBITIONS**

- The household must not own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- The members of the household must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- The members of the household must not engage in drug-related or violent criminal activities. Assistance will be terminated if the preponderance of evidence indicates that the household member has engaged in such criminal activities, regardless of whether they have been arrested or convicted for them.

- The family must not be related to an employee of HHA. Families must disclose in a notarized affidavit if they are related to an employee of HHA, upon initial placement (see 3.0 How TO Apply) or as they remain on the program.
- The household must not be responsible for HQS violations resulting in the HAP abatement. 982.404(b). (See Section 13.2, Assignment of Responsibility)
- The household may not commit any serious or repeated violation of the lease.
- The household must not be related to the owner.
- The household may not sublease, let, assign the lease, or transfer the unit.
- An assisted household or member of that household 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 Federal, State or local housing assistance program.

#### **18.6 NOTICE OF DENIAL/TERMINATION OF ASSISTANCE**

When the Authority determines that assistance should be denied/terminated, it will provide the household with a written notice specifying the following information:

- The reason(s) and effective date of denial/termination
- The rights of the household to request an Informal Hearing
- The process that should be followed to schedule an Informal Hearing
- The date by which the Authority must receive the request for an Informal Hearing.

#### **18.6 NOTICE OF DENIAL/TERMINATION OF ASSISTANCE (Continued)**

The Authority will provide written notice of HAP termination to the property owner so that it will coincide with the Termination of Assistance.

#### **18.7 PROCEDURES FOR NON-CITIZENS**

The Authority will not delay, deny, or terminate assistance to an applicant because of immigration status until the primary and secondary hearings are completed. If the assistance contract is denied or terminated, the Authority will follow the procedures established Section 16.4, Termination Due to Ineligible Non-citizens Status.

#### **18.8 ZERO DOLLAR (\$0) HAP ASSISTANCE TENANTS**

When a household income is sufficient to pay the full gross rent and 180 days have passed since the last HAP payment was made, the HAP contract will be terminated. If during the 180-day period an increase a decrease in income causes the family to be re-eligible for assistance, the Authority will resume assistance payments.

### **18.9 MISREPRESENTATION**

Intentional misrepresentation of income, family composition or any other information affecting eligibility, rent, unit size, etc. may result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the family will be terminated from the program.

If the Authority determines that the client made a misrepresentation, which resulted in a lower rent, the client will pay the difference to the Authority in full. If it is determined that any of the household members has falsified their income, the household will be required to pay the full amount of back rent owed. If it is determined that the household has committed fraud, assistance will be terminated from the SECTION 8 Program.

### **18.10 TENANT INCOME VERIFICATION UNDER QHWRA**

Section 8 will require that both applicants and current assisted families sign Release of Information forms consenting to share income discrepancy information they have received from HUD. HUD conducts electronic data matches with IRS, the Social Security Administration other Federal agencies that collect information and award/benefits, wages or other types of assets. HUD shares this information with the families when there is a discrepancy, and requests that they contact the Housing Authority to arrange for a review of circumstances. If there has been an error, the Housing Authority may reimburse families who have overpaid. If the family has underpaid, HHA will notify the family that they are obligated to repay the underpayment, and enter into a repayment agreement, call for a lump sum payment, or other remedy. If the family refuses to share the information that was sent to them by REAC within the time specified in the contact letter, assistance will be terminated. All phases of the negotiation and contact, attempts, failures, successes, dates, outcomes must be tracked by HHA on the HUD website the Real Estate Assessment Center (REAC).

### **19.0 FAILURE TO COMPLY WITH REXAMINATIONS**

As part of administering the SECTION 8 Program, the Authority is responsible for gathering information from families, and inspecting housing units to ensure compliance with the SECTION 8 Program. As part of their information collection effort, families will be required to attend meetings and allow visits from the SECTION 8 staff to their units. In all cases, families will be given reasonable notice, and in some cases, will be given the option to reschedule appointments or visits at their convenience. However, each appointment may only be rescheduled three times before the Authority will consider the household as having failed to meet their obligation to provide required Information.

Appointments will be scheduled for the following events:

- Eligibility for Admissions
- Verification Procedures
- Voucher Issuance and Briefings

- Housing Quality Standards and Inspections
- Recertification

Acceptable reasons for missing appointments or failing to meet deadlines are medical emergencies, family emergencies, death of a family member, or a serious family illness. All of these occurrences must be documented.

If a family fails to keep an appointment, or fails to supply information required by an established deadline without notifying the Authority or attempting to reschedule, the Authority will send the household a Notice of Denial or Termination of Assistance.

After the issuance of the Notices, the family may contact the Authority to correct the breach. If the breach is corrected within 10 days, the Notice may be rescinded with approval of the SECTION 8 Supervisor or the Director. However, if the family has a history of noncompliance, or if the family has not corrected the breach, the Authority will terminate their assistance.

## **19.1 OWNER AND FAMILY DEBTS**

Situations may occur where in debts are owed by program participants to the Authority. This chapter discusses the Authority's policies regarding the collection of debts and the specific guidelines that will be followed to secure payment. Specifically, it discusses the assessment of debts, repayment agreements, and the penalties incurred for debts due to fraud.

## **19.2 ASSESSMENT OF DEBT**

Before a debt is assessed to a household or owner, the Authority must obtain documentation to support that the debt is owed. The Authority must also document the method of the debt's calculation, in a clear format.

The Authority will make every effort to collect outstanding debts including the following means:

- Requesting a lump-sum payment
- Filing civil suits
- Negotiating repayment agreements
- Granting abatements

- Granting reductions
- Using collection agencies
- Reporting debts to credit bureaus
- Utilizing the services of the IRS
- Recapturing funds through other active HAP Contracts

### **19.3 REPAYMENT AGREEMENTS**

A repayment agreement is a formal document signed by the head of household or property owner acknowledging a debt in a specific amount, and agreeing to repay it over a specific period of time. Additionally, the agreement details special provisions of the agreement, and remedies available to the Authority upon default. Repayment agreements are prepared by Section 8 Caseworkers, the Director of the Section 8 Department, and may be executed by a Deputy Director or the Executive Director. A repayment agreement signed by any family becomes a family obligation the breach of which will cause family assistance to be terminated.

Payments will be considered late if the Authority does not receive them before the close of business on the last day of the month in which the payment is due. The Authority has the option of terminating assistance, or granting an extension based on the reason for the late payment. If the household or owner is habitually late, the Authority will terminate assistance, cancel the contract and pursue collection.

If a repayment agreement is signed by a family and the Authority, the amount of the monthly repayment will be determined according to the household's current income, and the minimum monthly payment amount will be reflective of same. The maximum time period for the repayment agreement will be 12 months unless an exemption is granted by a Deputy Director or the Executive

#### **19.3 REPAYMENT AGREEMENTS (Continued)**

Director.

If the household requests to move, it must pay the balance of the repayment agreement in full before receiving another voucher. A household can move with an outstanding repayment agreement if:

- The HAP contract is terminated due to owner noncompliance or opt-out.
- A natural disaster.
- HQS violations that are not the household's responsibility.

The Authority will not enter into a repayment agreement if the household already has a repayment agreement in place, or if the Authority determines that fraud has been committed.

### **19.4 DEBTS DUE TO FRAUD/NONREPORTING OF INFORMATION**

The Authority's definition of program fraud and abuse is a single act or pattern of actions that

constitutes false a statement, omission, or concealment of substantive fact, made with intent to deceive or mislead, that results in payment of SECTION 8 Program funds.

Households who owe money to the Authority because of willful program fraud will be terminated.

If the Authority determines that an owner has retained a housing assistance payment or any other type of payment that they are not entitled to, the Authority may withhold future HAP payments up to the amount owed the Authority by the owner. If the future HAP payments are insufficient to cover the debt, the Authority may exercise one of the following options to secure payment:

- Enter a repayment agreement with the owner.
- Pursue collection through the local court system.
- Restrict the owner from future participation until repayment is made.

The Authority requires the households to report any increase or decrease in income, or change in family composition within 10 days of when the changes occur. Households that owe money due to a failure to report increases in income or change in family composition will be required to repay according to the guidelines in Section 19.2 of this section. If the household fails to report increases in income or changes in family composition on more than two occasions, the Authority will consider them as willfully deceptive, and terminate them from the program.

## **19.5 FRAUD RECOVERY**

Hartford Housing Authority continually assesses fraud, investigates fraud and recovers funds that result from fraud. HUD now encourages PHAs to investigate and pursue instances of tenant and owner fraud and abuse in operation of the SECTION 8 Housing Assistance Program. Regulations governing fraud and recovery procedures are at 24 CFR 792.101-204.

Hartford Housing Authority retains a portion of the recovery funds collected for support of the

### **19.5 FRAUD RECOVERY (Continued)**

program and to cover other SECTION 8 Program costs. Where Hartford Housing Authority is the principal in initiating or sustaining fraud recovery, it may maintain the greater of 50% of the amount of a judgment, litigation or administrative repayment agreement or the reasonable and necessary costs that it incurs related to the collection of a judgment or repayment agreement. The remaining portion that Hartford Housing Authority recovers must be applied as directed by HUD.

The Deputy Director or other designee of the Executive Director is responsible for the coordination of fraud and recovery activities and will maintain a complete file of each case. The file should include evidence of fraud, worksheets for calculating the amount of the fraud, conviction, judgment and collection amounts. The Deputy will work closely with HHA Accounting Department to track the collection and recovery activities.

## **20.0 INFORMAL REVIEW AND HEARING PROCESS**

It is the policy of the Authority that all applicants and tenants are treated fairly, and have the benefit of protections that are granted to them under Federal, state and local laws. This chapter describes the Authority's policies and procedures concerning the informal review and hearing process. It discusses tenant/applicant notification, procedures for filing hearings/reviews, the hearing process,

consequences for failing to appear for scheduled reviews/hearings, hearing provisions for non-citizens, and accommodations for the handicapped.

Generally speaking, the review and hearing procedures are the same. The difference between the two terms is based on the participation status of the family and the type of action in question. Reviews deal with applicants to the program and focus on factors related to admission to the program. Hearings deal with program participants and focus on factors related to continue participation in the program and level of assistance.

Applicants that lose their informal reviews, are withdrawn from program Wait List and participants who lose their hearing proceedings are terminated from program participation. Hearing procedures are provided in the family briefing package distributed to each participant at Voucher issuance. Other important distinctions between hearings and reviews are specified in tables contained in this section.

### **20.1 NOTIFICATION OF PROPOSED ADVERSE ACTION**

The Authority will provide the family with a written notice regarding changes that the family may believe to be “adverse.” These changes include, but are not limited to the following:

- A proposed decision requiring the household to move to another unit.
- A proposed decision determining the changes in the rent or utility payments.
- A proposed decision to take other specific, concrete, and affirmative action contrary to the households interests.
- Any alleged failure by the Authority to take requested individualized actions.
- Denial of assistance.

### **20.1 NOTIFICATION OF PROPOSED ADVERSE ACTION (Continued)**

A complete list of circumstances eligible for receiving an informal hearing/review are set forth in 982.555 and are summarized in the Informal Review and Hearing Reference Table in Section 20.4. Prior to taking any action, HHA Section 8 will send a Notice of Adverse Action to the family outlining the circumstances or areas of concern that will:

- State that if the family does not agree with the decision that they may request an informal hearing or review.
- State the deadline by which the family must request the informal hearing or review.

The Authority encourages the tenant to contact the Authority informally to discuss any proposed adverse action prior to filing a formal grievance.

### **20.2 FILING FOR AN INFORMAL HEARING**

A request for an informal hearing can be filed by the tenant, a representative assigned by the tenant, or an attorney (at the tenant’s expense). The request must be signed, state the point of

contention, and state the action that the tenant wants the Authority to take. The Authority must receive the request in writing within 15 calendar days after the date of the returned receipt on the Authority's notice of proposed action. If the request is not filed within the time limit, the Authority's action will become final and the tenant will waive the right of an informal hearing. The Authority may extend the time for good cause.

If the household is disputing an increase in rent they will continue to pay their current rent amount (i.e., the rent amount in effect prior to the notice of increase) until a decision is made regarding the dispute. If the hearing officer determines that the increase in rent is valid, then the increase will be retroactive the first day of the month following the date of the Authority's initial notice.

### **20.3 FILING FOR AN INFORMAL REVIEW**

Reviews are provided for citizens or eligible applicants who are denied assistance. If the Authority determines that the applicant is ineligible, they will notify the applicant in writing. The written notice will state the reason for the Authority's decision, the right of the applicant for an informal review, and the procedures by which a review may be scheduled. The Informal Review and Hearing Reference Table in Section 20.4 details the circumstances in which a review will be held, as well as other pertinent details regarding the review process.

### **20.4 HEARING/REVIEW PROCESS**

The Authority will conduct the informal reviews and hearings within 45 calendar days from the date of the family's request, and will provide copies of all of the documents (i.e., records and regulations) that are directly relevant to the hearing to the family if requested. Written request must be received at least 5 business days prior to the hearing. Any document requested by the

#### **20.4 HEARING/REVIEW PROCESS (Continued)**

family but not made available to the family, will not be used by the Authority in the hearing; documents not requested, can be used by the Authority. In turn, the family will be responsible for providing the Authority with any family documents that are relevant to the subject of the hearing. As in the case of the Authority's documents, any family document that is not provided to the Authority may not be used by the family during the hearing. The family may choose to be represented by a lawyer or another representative at their own expense.

The hearing will be private unless the tenant requests it to be held in public, and any person who has a valid interest in the proceedings may attend. The household may choose to make a record of the hearing by using a stenographer, or by any other means at the household's expense.

The Authority and the family will be given the equal opportunity to present all of their evidence, including both oral and written arguments. Additionally, the Authority and the household will be given the opportunity contest all evidence upon which the other party relies, and to cross-examine their witnesses.

A hearing officer will be responsible for regulating the conduct of the both parties, and will review all of the evidence to ensure it is admissible. Additionally, the hearing officer, at her/his discretion may adjourn the hearing in order reconvene at a later date if necessary, prior to reaching a decision.

The hearing officer will base her/his decision strictly on the evidence presented at the hearing in accordance with the Authority, state and Federal regulations. The Authority will comply with the findings of the hearing officer unless it is determined that any of the following conditions exist:

- The hearing concerns a matter for which the Authority is not required to provide an informal hearing, or otherwise exceeds the authority of the person conducting the hearing under the Authority’s hearing procedures.
- The findings are contrary to HUD regulations or requirements, or otherwise contrary to Federal, state or local laws.

If the Board determines that the Authority will not follow the recommendation of the hearing officer, the family will be notified in writing within 5 business days of the determination. The letter will contain the determination and the reasons for the determination.

**20.4 HEARING/REVIEW PROCESS (Continued)**

	<b>Informal Review</b>	<b>Informal Hearing</b>
Who Conducts the Hearing?	The Authority’s representative conducting the review will not be the person, or a subordinate of the person who issued the denial.	The hearing officer assigned to review the case will not be the person, or a subordinate of the person who made the judgment in question.
Deadline for Filing Complaint request for hearing.	15 calendar days of the tenant’s receipt of denial notice. Exceptions will be granted for failing to meet this deadline for medical emergencies, family	15 calendar days of the tenant’s receipt of the proposed adverse action. Exceptions will be granted for failing to meet this deadline for medical emergencies, family emergencies, death of a family member(s), or serious family illnesses. All of these occurrences must be documented.

	<b>Informal Review</b>	<b>Informal Hearing</b>
When Is a Review or Hearing Required?	<p>emergencies, death of a family member(s), or serious family illnesses. All of these occurrences must be documented.</p> <p>When the Authority denies assistance to an applicant.</p>	<p>The Authority will give a participant family an opportunity for an informal hearing to consider whether the a decision made by the Authority relating to individual circumstances of a participant family are in accordance with the law, HUD regulations, and the Authority's policies. The participant family is entitled to an informal hearing for decisions concerning the following subjects:</p> <ul style="list-style-type: none"> <li>-A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.</li> <li>-A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Authority's utility allowance schedule.</li> <li>-A determination of the family unit size under the Authority subsidy standards.</li> <li>-A determination that a assisted family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Authority subsidy standards, or the Authority determination to deny the family's request for an exception from the standards.</li> <li>-A determination to terminate assistance for a participant family because of the family's action or failure to act (see Section 16.0, Contract Termination).</li> <li>-A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under Authority policy and HUD rules.</li> </ul>
When Is a Review or Hearing Not Required?	<p>Discretionary administrative determinations by the Authority.</p> <p>-General policy issues or class grievances.</p>	<ul style="list-style-type: none"> <li>-Discretionary administrative determinations by the Authority.</li> <li>-General policy issues or class grievances.</li> <li>-Establishment of the Authority schedule of utility allowances for families in the program.</li> <li>-An Authority determination not to approve an extension or suspension of a certificate or voucher term.</li> </ul>

	<b>Informal Review</b>	<b>Informal Hearing</b>
	<ul style="list-style-type: none"> <li>·A determination of the family unit size under the Authority's subsidy standards.</li> <li>·An Authority determination not to approve an extension or a suspension of a certificate or voucher term.</li> <li>·An Authority determination that the applicant does not select the unit is not in compliance with HQS.</li> <li>·An Authority determination that the applicant does not select the unit is not in compliance with HQS because of the family size or composition.</li> </ul>	<ul style="list-style-type: none"> <li>·An Authority determination that an assisted unit is not in compliance with HQS. (However, the Authority must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)</li> <li>·An Authority determination that the unit is not in accordance with HQS because of the family size.</li> <li>·A determination by the Authority to exercise or not to exercise any right or remedy against the owner under the HAP contract.</li> <li>·An Authority determination that the tenant may be considered a "Serious Nuisance" as defined by Connecticut law.</li> </ul>
Effect of Decision.	Authority's decision is final.	<p>The Authority will be bound by the decision issued by the hearing officer in all cases except if the hearing:</p> <ul style="list-style-type: none"> <li>·Concerns a matter for which the Authority is not required to provide an informal hearing, or otherwise exceeds the authority of the person conducting the hearing under the Authority's hearing procedures.</li> <li>·Contrary to HUD regulations or requirements, or otherwise contrary to Federal, state or local laws.</li> </ul> <p>If the Authority determines that it is not bound by the hearing decision, they will notify the family of the determination, and the reason for the determination within 5 days.</p>
Notice of Final Decision.	The Authority will issue a written statement of their final decision after	Notice will be provided to the family within 5 days of the final determination and will be included in the family's permanent file.

Informal Review	Informal Hearing
the informal review, including a brief explanation of the basis for the final decision within 5 days.	

## 20.5 FAILURE TO APPEAR AT INFORMAL HEARING OR REVIEW

If the family fails to appear at the informal hearing or review, the family will waive their right to a hearing or review, and Hartford Housing Authority's proposed action will be put into effect. A final decision notice will be forwarded to the family and, if applicable, the owner.

## 20.6 HEARING PROVISIONS FOR NON-CITIZENS

If a family member claims to be an eligible non-citizen, and the Authority can not verify the claim, the applicant/participant will be notified by the Authority within 10 calendar days of their right to appeal to the INS. The family will be given the opportunity to request an informal hearing with Hartford Housing Authority in lieu of or subsequent to the INS appeal. The Authority requires the tenant or applicant to provide evidence in the form of a copy of the appeal document, or a receipt from a certified letter that the appeal has been made. The INS will respond to the claim within 30 days.

The household will have 10 business days from the date of receipt of INS notice to schedule a hearing with the Authority. The timeframe to request an appeal may be extended for good cause after the request for the hearing has been received by the Authority. The procedures detailed in Section 20.4 will be followed. Hartford Housing Authority requires the family to provide evidence of the appeal in the form of a copy of the appeal document, or a receipt from a certified letter that the appeal has been made, or Hartford Housing Authority will proceed with the denial or termination process.

If the hearing officer decides that a family or family member is not eligible, and there are no other eligible family members, Hartford Housing Authority will:

- Deny the applicant family
- Defer termination if the family is a participant and qualifies for deferral.
- Terminate the participation if the family does not qualify for deferral.

If there are eligible family members, Hartford Housing Authority will offer to prorate assistance or give the family the option to remove the ineligible members.

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 what is required, the family

will be withdrawn or terminated.

Families denied or terminated for fraud in connection with the non-citizen rule are entitled to a review or a hearing in the same way as termination for any other type of fraud. Assistance to the family will not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the INS appeal decision.

Assistance to a family will not be terminated or denied while Hartford Housing Authority's hearing is pending, nor will assistance to an applicant be delayed pending Hartford Housing Authority's informal hearing.

## **20.7 ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

### Accessibility and Language

Application, management, and hearing offices are to be available for use by residents with a full range of disabilities. For those facilities that are not already accessible (and located on accessible routes), the HHA will identify alternate facilities that will permit a person to use an accessible facility (24 CFR 8.20 and 8.21).

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments (24 CFR 8.6). Equally important, the documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, and as determined by the HHA, documents are to be translated into languages other than English as needed.

Some of the concepts that must be described relative to eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance are complicated. Offering examples will help applicants and residents understand the issues involved. In preparing materials to be used by applicants and residents, Section 8 staff will be mindful that some persons have disabilities that affect their ability to read or understand - so rules and benefits may have to be explained verbally. (24 CFR 8.6).

At the point of initial contact staff will ask all applicants whether they need some form of communication other than plain language paperwork. Alternative forms of communication might include: sign language interpretation, having materials explained orally by staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials (24 CFR 8.6).

Some applicants will not be able to read (or to read English), so intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out.

Applicants who read or understand little English may furnish an interpreter who can assist. HHA is not obligated to pay the costs associated with foreign language interpreters, as the Fair Housing Act has no such requirements.

HHA will prepare the following information in clearly written and accessible formats:

- Marketing and informational materials
- Information about the application process
- The application form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The lease and house rules (if any)
- Guidance or instructions on care of the housing unit
- Information about opening, updating or closing the Wait List
- All information related to applicant's rights (to informal hearings, etc.)

## 20.8 REASONABLE ACCOMMODATIONS/ADDITIONAL CONSIDERATIONS

Individuals with disabilities may require reasonable accommodation in order to take full advantage of the HHA Section 8 Program and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Hartford Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

Anyone requesting an application will also receive a Request for Reasonable Accommodation form. Notifications of reexaminations, inspections, appointments etc., will include information about requesting a reasonable accommodation. All decisions granting or denying requests for reasonable accommodations will be in writing.

## 20.9 QUESTIONS TO ASK REGARDING REASONABLE ACCOMMODATIONS

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

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

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

a person with a disability.

- Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Hartford Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Authority will not inquire as to the nature of the disability.
- Is the requested accommodation reasonable? It is the right of the owner to make this determination.

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

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the owner. If another party pays for the modification(s), the Housing Authority will document these changes to the file and will not bear either responsibility nor liability for them or for returning the unit to its original condition. HHA Section 8 will also retain copies of any Certificates of

## **20.9 QUESTIONS TO ASK REGARDING REASONABLE ACCOMMODATIONS (Continued)**

Occupancy granted to the owner by the City of Hartford Licenses and Inspections or appropriate body. If the family requests, as a reasonable accommodation, that they be permitted to make physical modifications at their own expense, it will be the determination of the owner to grant or deny the request. HHA will document same, and be held harmless.

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

The Authority will provide reasonable accommodations, including accessible locations or attendants for persons with disabilities to participate in the hearing. If the applicant or tenant is visually impaired all notices and pertinent documents will be provided in an accessible form. When an applicant is denied placement on the Wait List, or when Hartford Housing Authority is terminating assistance, the family will be informed that the presence of a disability may be considered as a mitigating circumstance during the informal review process or hearing process.

## **21.0 ANNUAL CONTRIBUTIONS CONTRACT, ADMINISTRATIVE FEE AND RESERVES**

This chapter discusses the terminology that is used to describe the contractual obligations for funding and administering the SECTION 8 Programs. It describes the payment structure for the SECTION 8 Program and the procedures for establishing and maintaining program reserves.

### **21.1 2004 Consolidated Appropriations Act (Notice PIH 2004-7)**

PIH Notice 2004-7 implements changes to the funding of the Housing Choice Voucher program resulting from the above Act (Public Law 108-199) which was signed into law on January 30, 2004. In this law, Congress modifies the method of calculating renewal funds, appropriates funds for Housing Assistance Payments (HAP), public housing agency (PHA) administrative expenses, and

a central fund, and prohibits the use of FFY 2004 funds for over-leasing.

#### Renewal Funding for HAP Costs

Renewal calculations will be based on the unit months under lease—up to a PHA's authorized baseline—as reported to HUD as of August 2003. Renewal units will be funded on a per unit cost as reported to HUD as of August 2003 and adjusted for inflation for 2004. Quarterly reporting to HUD on leasing on form HUD-52618 B will serve to collect leasing data. Renewal funding is capped at a level to support leasing of only the unit months available for the fiscal year. The Act does not permit the use of FFY 2004 funds to support over-leased units.

#### Funding for Administrative Costs

In FFY 2004 admin fees will be allocated on a pro rata basis, according to the amount they were eligible to receive in 2003.

#### Central Fund

The Act authorizes a Central Fund to be maintained by HUD. It may only be used to fund contact amendments to support voucher units leased that are authorized in a PHA's reserved baseline, but that were not included in the renewal calculation.

### **21.1 2004 Consolidated Appropriations Act (Notice PIH 2004-7) (Continued)**

#### PHA Requirements

- must submit required financial documents to calculate quarterly renewal funding
- must ensure that unit months leased each fiscal year do not exceed unit months available for authorized baseline units. HUD will not provide funding for units leased in excess of baseline
- must electronically submit form HUD-52681B as scheduled
- must manage programs in a prudent manner to serve families within baseline
- should review leasing regularly to determine when to submit a request for funding from the central fund to cover additional units leased within baseline

### **21.2 ADMINISTRATIVE FEE**

Payments from HUD to the Authority for operating a SECTION 8 Program are referred to as administrative fees. Program administrative fees are specified in the Authority SECTION 8 budget for each Authority fiscal year. Administrative fees are paid in amounts approved by HUD from funds appropriated for that purpose by Congress.

Housing Authorities are eligible to receive preliminary and on-going administrative fees. However, HUD may approve additional payments for costs associated with hard to house families, coordinate supportive services for elderly and the disabled, families in FSS programs, costs of an independent audit, and other costs deemed extraordinary by HUD Headquarters. HUD may also reduce or offset the administrative fee if the Authority fails to perform any of its program responsibilities.

Preliminary Fees are a one-time payment from HUD for each new unit added to the Authority's program. The fee is used to cover expenses documented by the Authority to help families that inquire about or apply to the program, to lease up new units or to pay for FSS program activities. Ongoing Administrative Fees are paid for each program unit under HAP contract on the first day of the month in an amount established by HUD.

**21.3 RESERVES**

HHA will accrue and administer its reserve accounts in accordance with federal law.

**22.0 MONITORING, RECORDKEEPING AND REPORTING**

In accordance with its consolidated ACC to operate SECTION 8 Programs, the Authority must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. In addition, the Authority must furnish to HUD accounts and other records, reports, documents and other information as required by HUD.

This chapter details the monitoring, record keeping and reporting practices that are to be followed by the Authority in accordance with HUD requirements. In addition, this chapter reviews the SECTION 8 Management Assessment Program (SEMAP) requirements.

**22.1 MONITORING OF PROGRAM REQUIREMENTS AND PERFORMANCE**

Hartford Housing Authority has developed monitoring procedures as part of its required internal system of controls to monitor program requirements and performance standards. SECTION 8 monitoring is conducted by SECTION 8 Management, HUD (through PIC) and the Independent Audit. Hartford Housing Authority has developed and implemented a comprehensive Audit Plan for SECTION 8. Monitoring procedures are designed to assist Hartford Housing Authority in streamlining its operation, improving efficiency, and ensuring compliance with HUD rules and regulations. The Audit Plan is designed to test internal controls, adherence to policy and to test automated systems. Section 8 will maintain a viable Resident advisory Board in accordance with PIH 2000-36 to have input into the Agency Plan especially as relates to the administration of the Section 8 Program.

**SECTION 8 Monitoring**

Requirement	Standard	Procedure
Accurate HAP Payments to Owners	Assure that housing assistance payments reflect the actual amount of assistance payments and family payment to owner initially listed on the HAP Contract, and any changes required because of a family reexamination or subsidy standard adjustment.  Ensure that payments are not made for any HAP Contract that has been terminated.	Review HAP payment versus rent agreement during the reexamination procedure.  See Section 15.0
Performance		
Leasing	The Authority should monitor its leasing progress on a monthly basis to identify the number of Vouchers issued that resulted in HAP Contracts.	Lease up to baseline
Occupancy Rate of Units	Ensure that at least 95% of the units are under lease/HAP contract so that assisted housing resources are effectively used and enough administrative fees will be earned to cover the	1) Review the number of units under lease/HAP agreement monthly. 2) If the number of units

**SECTION 8 Monitoring**

Requirement	Standard	Procedure
	expenses.	under lease/HAP Contract is substantially under 95%, the Authority may do the following: . Adjust subsidy standards or request an exception in the payment standard areas indicating need. Improve lease-up rate by reassigning or hiring more staff
Wait List	The Authority should review its Wait List to answer the following questions: . has outreach been effective for families least likely to apply? . is additional outreach necessary for any particular family size and type?	<ol style="list-style-type: none"> <li>1) Review the number of voucher units that are scheduled to be leased on a monthly basis.</li> <li>2) Review the Wait List to determine if there are enough families to use the turned over vouchers.</li> <li>3) Determine if sections of the population that are unlikely to apply are represented.</li> <li>4) If these populations are under-represented, identify outreach medium to contact and attract these specific groups of people to apply for assistance,</li> <li>5) Institute outreach program through the selected medium.</li> </ol>
Location of Units	The Authority may wish to monitor the location of the unit under HAP Contact to identify the extent to which units are leased in areas without undue concentrations of minority or lower income families.	<ol style="list-style-type: none"> <li>1) Define and identify these areas</li> <li>2) Analyze the concentration of SECTION 8 recipients in relation to these areas.</li> </ol>
Housing Quality Standard (HQS)	The Authority may wish to track the number of units that did not meet HQS, the number of units that were improved, and the type and the cost of the improvements. This information will help the Authority in determining the extent to which the	<ol style="list-style-type: none"> <li>1) The SECTION 8 staff will maintain an active file of all of the units that fail to meet HQS.</li> </ol>

	<p>program has improved the quality of housing in the area.</p>	<p>2) As the HQS deficiencies are repaired, remove the house from the file.</p> <p>3) Keep a annual statistics of the number of houses that are repaired and brought up to HQS to determine the extent to which the program has improved the quality of housing in the area.</p>
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**22.2 PROGRAM REPORTING**

The Authority is required submit to standardized reports regarding the SECTION 8 Program to HUD throughout the year. The following table identifies and describes each of these reports as well as defining the required frequency of their submission. All of the reports referenced in this section can be found in Appendix V of the Administrative Plan.

**SECTION 8 Reporting**

<b>Report</b>	<b>Description</b>	<b>Frequency</b>
<p>Program Utilization (Form HUD-52683)</p>	<p>The report must identify the following:</p> <ul style="list-style-type: none"> <li>· The number of outstanding vouchers</li> <li>· The total number of units under lease/HAP Contract.</li> <li>· The total number of units under lease/HAP Contract that are occupied by elderly, handicapped, or disabled families.</li> </ul> <p>Monthly reporting is submitted electronically via PIC. Also data analyzed each month at the end of HAP check run.</p>	<ul style="list-style-type: none"> <li>· If less than 95% of the units are under HAP Contract, the report is submitted quarterly.</li> <li>· If greater than 95% of the units are under HAP Contract, the report is submitted annually with the submission of the Agency Plan.</li> </ul>
<p>Budget Supporting Data for Annual Contributions Estimates (Form HUD-52672) Estimates of Total Required Annual Contributions (Form HUD-52673)</p>	<p>These forms must be submitted before any ACC amendment adding a new project to the Authority's Existing Housing Program. The Authority must send an original and two copies of each form to the Field office.</p>	<p>The Authority must submit at least 90 calendar days before the beginning each fiscal year.</p>

<b>SECTION 8 Reporting</b>		
<b>Report</b>	<b>Description</b>	<b>Frequency</b>
Balance Sheet for SECTION 8 and Public Housing (Form HUD-52595)	Used to report assets and liabilities.	<ul style="list-style-type: none"> <li>· At the end of each fiscal year.</li> </ul>
Recertification (Form HUD-50058)	Recertifications are used to ensure that the families are still eligible for the program, housed in a properly sized unit, and paying the appropriate amount of rent according to the guidelines of the program.	<ul style="list-style-type: none"> <li>· Form HUD-50058 submitted electronically each month via MTCS.</li> </ul>
Portability (Form HUD-52665)	The SECTION 8 portability feature allows a certificate or a voucher holder to rent a dwelling unit outside the jurisdiction of the initial (i.e., issuing) authority. Portability also permits a family to move with continued assistance to another unit outside the Authority's jurisdiction and establishes the rules under which a family may move with continued assistance to the jurisdiction of another Authority.	Form HUD-50058 submitted as electronically monthly via MTCS.

## 22.3 RECORD KEEPING AND OTHER DATA

Hartford Housing Authority maintains a program file on each participating family (active and terminated) that contains a complete and accurate account of the case history of the family. These participant family files are used to facilitate case management and program auditing.

Hartford Housing Authority maintains Current Family Files for active participants that include permanent family and landlord records. For Family Files, HHA maintains the previous four years and the current year for a total of five years in the active file.

Annual records document activities of the family/owner and the accurate completion of interim and annual recertifications; support note screen entries; Certification of Rent Reasonableness; and evidence family/landlord non-compliance.

Upon recertification, the current year is purged of correspondences and notices that are no longer applicable because the reason for notice has been resolved. *Documentation that supports family/owner non-compliance or other long-term agreements/conditions must be maintained in the file permanently as long as the family remains in that unit.*

### CURRENT FAMILY FILE RECORD KEEPING & RETENTION

Student Status Verification Form	F	3 years
Participant Data Summary (HUD-50058)	F	3 years
Termination Information -Proposal for Termination -Termination Documents	F	3 years
Other Participant Information -Evictions -Grievance -Correspondence	F	3 years
Request to Move & RLA Forms	F	3 years
Rent Reasonableness Certification & Rent Determination	O	3 years
Latest Unit Inspection (HUD-52580)	O	3 years
Rent Increase Requests	O	3 years
Rent Increase Determinations	O	3 years

Hartford Housing Authority Archive Files contain both active and terminated families. The Active Archive Family Files contain original documentation used to establish eligibility, in addition to three the current year plus two previous years annual records. Annual records (i.e., not permanent records) older than 2 years are removed from the Active Archive Family Files and destroyed. The Terminated Archive Family Files combine the Current and Archive Family Files one year after the anniversary date of termination. The Termination Archive Family File is maintained for five years after the participant termination.

## 22.3 RECORD KEEPING AND OTHER DATA (Continued)

### Archive Family File Record Keeping & Retention

Required Records	Family (F) Owner (O)	Retention
Active Annual Family Records-years current plus 3	F	Current plus 2 years
Active Annual Owner Records	O	5 year history
Terminated: participants no longer active in program		Current plus 2 years
All Permanent Records	F,O	Current plus 2 years
All Annual Records	F,O	Current plus 2 years

<b>REQUIRED RECORDS</b>	<b>FAMILY (F) OWNER (O)</b>	<b>RETENTION</b>
Permanent Records:		
Photo ID for Head of Household	F	Permanent
Birth Certificates and Social Security cards (all new member)**	F	Permanent
Preference verification	F	Permanent
Certification of Section 214 status (citizenship) **	F	Permanent
Certification of Drug Free Household	F	Permanent
Previous Residency Certification**	F	Permanent
Participant Fraud Certification	F	Permanent
Portability Certification	F	Permanent
HARTFORD HOUSING AUTHORITY Application	F	Permanent
Certificate or Voucher	F	Permanent
Initial Request For Inspection (formerly RFL)	F	Permanent
Proof Of Ownership of Property	O	Permanent
Request for Taxpayer ID Number and Certification (IRS-W9)	O	Permanent
Landlord Fraud Certification	O	Permanent
Lead Paint Certification	O	Permanent
Executive Approval if Relative of Employee	F	Permanent
<b>Annual Records:</b>		
Authorization for Release of Information (HUD-9886)-for all adult members	F	3 years
Request for Release of Tax Form (IRS-4506)- for all adult members	F	3 years
Check List 'Missing Items Letter' (at end of interview)	F	1 year after completion
<b>REQUIRED RECORDS</b>	<b>FAMIL (F) OWNER (O)</b>	<b>RETENTION</b>
Check List; Missing Items Receipt' (from delivery of missing items by participant)	F	1 year after completion
Income Documentation	F	3 years
Income Verification Information Provided by Participant, as applicable: <ul style="list-style-type: none"> <li>- Statement of No-Income Form</li> <li>- Statement of Assets/Zero Income Families</li> <li>- Employment Verification Form</li> <li>- Welfare Verification Form</li> <li>- Child Support/Alimony Verification Form</li> <li>- Income Verification Form</li> <li>- Workers Compensation Verification Form</li> <li>- self-employment Verification Form</li> <li>- Social security Verification Form</li> <li>- Military Pay Verification Form</li> <li>- Public Employee Release Information Form</li> <li>- Education Grant Verification Form</li> <li>- HARTFORD HOUSING AUTHORITY Employee Income Verification Form</li> </ul>	F	3 years
Expense Verification Information Provided by Family, as applicable: <ul style="list-style-type: none"> <li>-Child Care Expense Verification Form</li> <li>-Support Expense Verification Form</li> <li>-Medical Expense Verification Form</li> </ul>	F	3 years

## 22.4 SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

On August 17, 2000 HUD issued Notice PIH 2000-34 that outlined the requirement to send SECTION 8 Management Assessment Certification via the Internet. SEMAP established a means by which to objectively measure public housing agency performance in key SECTION 8 and participant based assistance program areas. The following table details the performance indicators that are currently in effect based on the Final Published Rule. Each indicator is described, and includes information on that can be earned. The number of maximum points and whether the indicator is graded through audit sampling or MTCS 50058 transmission is noted.

### SEMAP Performance Indicators

1. **Selection from the Wait List (15 points) (Audit).** The HA has written admission policies in its administrative plan which it follows when selecting applicants for admission from the Wait List. (24 CFR 982.54 (d)(1) and 982.204 (a))

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2. **Rent Reasonableness (20 points) (Audit).** The HA has and implements a written methodology to determine and document, for each unit leased, that, at the time of initial leasing and at least annually during an assisted tenancy, the rent to owner is reasonable based on current rents for comparable unassisted units. The Housing Authority's system takes into consideration the location, size, type, quality, age and amenities of the unit to be leased in determining comparability and the reasonable rent.

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3. **Payment Standards.** The initial gross rent for 90% of units newly leased under the rental certificate program are at or below the applicable FMR/exception rent limits and the HA has adopted payment standards for the rental voucher program by the unit size for each fair market rent area in the HA jurisdiction which do not exceed the FMR/expectation rent limits.

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4. **Annual Reexaminations.** The HA conducts a reexamination for each participating family at least every 12 months.

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5. **Correct Tenant Rent Calculations.** The HA correctly calculates tenant rent in the rental certificate program and the family's share of the rent to owner in the rental voucher program.

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6. **Income Determination and Utility Allowances.** At the time of admission and reexamination, the HA verifies and correctly determines adjusted annual income for each assisted family, and the HA maintains and properly applies an up-to-date utility allowance schedule. (24 CFR 813.109)

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7. **The form Request for Tenancy Approval (RFTA) to HQS Inspection.** The HA promptly inspects a unit when a rental voucher holder submits and RFTA. (See 24 CFR 985.3 (g)(3)(iv) regarding a unit that is occupied at the time the HA receives the RFTA.)

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8. **Pre-contract HQS Inspections.** Each unit leased passed HQS inspection before the beginning date of the assisted lease. (24 CFR 982.305)

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### SEMAP Performance Indicators

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9. **Annual HQS Inspections.** The HA inspects each unit under contract at least annually. (24 CFR 982.405)

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10. **HQS Housing Quality Control Inspections.** An HA supervisors (or other qualified person) reinspects a random sample of at least 5 percent of complete HQS inspections. (24 CFR 982.405 (b)).

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11. **HQS Enforcement.** Following each HQS inspection, the HA ensures that the unit passes HQS or that cited deficiencies are corrected within 30 days (or any HA-approval extension). If deficiencies are not corrected timely, the HA stops (abates) HAPs or terminates the HAP contract, or, for family-caused defects, takes prompt and vigorous action to enforce the family obligations. (24 CFR 982.404)

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12. **Lease-Up.** The HA executes assistance contracts on behalf of eligible families for the number of units that have been under budget for at least one year.

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13. **Family Self-Sufficiency Enrollment.** The HA has enrolled families in FSS as required. (24 CFR 984.105) (Applies Only To HAs Required To Administer An FSS Program)

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14. **Deconcentration.** The HA solicits participation of owners of affordable units in all areas of its jurisdiction, provides assistance to SECTION 8 families with children to motivate and increase housing choice, and take action to broaden metropolitan area-wide housing choice. (**Applies only to HA with jurisdiction in metropolitan areas**)

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15. **Welfare to Work.** Beginning in FFY 1999, include this indicator: The HA helps assisted families move from welfare to work.

SEMAP certification must be signed by Hartford Housing Authority's Executive Director kept on file for audit purposes. SEMAP Certification will be submitted via internet upon a schedule that is developed by HUD.



## **23.0 ADMINISTRATIVE PLAN UPDATE LOG INSTRUCTION**

The Administrative Plan Update Log is a tool that will allow the user to determine if the Administrative Plan is current, and when the last update was completed. It has been designed to provide the user with specific information including the update number, a description of the changes, the page (s) that were changed, the source document that authorized the change, the effective date and duration of the change, and the Board resolution number that amends the Administrative Plan (if applicable).

The log is divided into eight columns. The following is a description of each column and how it is to be used:

**Update Number:** The update number is a five digit code (XX-XXX) used to track the number of annual updates. The first two digits represent the year the update was completed. The last three numbers are sequential beginning with 001.

**Description:** The column will contain a short description of the policy changes.

**Pages Changed:** This column identifies the pages that have been removed or replaced due to the policy change.

<b>Description</b>	<b>Date Submitted</b>	<b>Date Approved</b>	<b>Resolution Number</b>	<b>Effective Date</b>
Verification, Eligibility & Continued Occupancy	10/1/2000	10/1/2000	2000-10	1/1/2001
QHWRA/Annual Agency Plan Final Rule	10/1/2000	10/1/2000	2000-10	1/1/2001
Computer Matching HUD/IRS/SSA via REAC	10/1/2000	10/1/2000	2000-10	1/1/2001
Lead Based Paint Hazard Reduction Requirements	10/1/2000	10/1/2000	2000-10	9/15/2000
MOU between HHA and DSS	In process			
One Strike You're Out	2/11/1997	2/11/1997	1997-05	2/11/1997
	10/1/2000	10/1/2000	2000-10	1/1/2001
Expanding Payment Standard	10/1/2001			
End of HAP prorata for initial Contracts	10/1/2001			
Continued UAP if HAP abatement is not caused by the assisted family	10/1/2001			
Earned Income Disregard for Disabled Families	10/1/2001			
Charge to landlords for no shows without 24 hr cancellation	10/1/2001			
Resident Aliens of the Freely Associated States  Public Notice 2001-27 issued August 3, 2001 and expiring August 31, 2002 provides guidance on Public Law 106-504, enacted November 13, 2000, regarding the eligibility of the citizens of the Republic of the Marshall Islands, Republic of Palau, and the Federated States of Micronesia (collectively referred to as the "Freely Associated States" or "FAS" for federally assisted housing.  If the Authority denies issuance of a voucher based on a criminal record, the authority will provide means by which the applicant may receive a copy of the information/criminal record upon which the denial was based. The applicant will have the opportunity to dispute the accuracy and relevance of the record in an informal review.	10/1/2001			

Description	Date Submitted	Date Approved	Resolution Number	Effective Date
Notice PIH 2004-07 Implementation of FFY Consolidated Appropriations Act Provisions for HCVP	4/22/2004	10/12/2004		4/22/2004
Notice PIH 2004-11 Income Calc of Medicare Prescription Drug Cards and Transitional Assistance (MMA)	7/15/2004	10/12/2004		6/1/2004
Notice PIH 2004-12 HCVP Portability Procedures & Corrective Actions: Form HUD- 52665	7/19/2004	10/12/2004		7/19/2004
24 CFR Part 982.625 –982.641  HCVP Section 8 Homeownership	9/25/2004	10/12/2004		01/01/2005

**23.2 PIH NOTICES LOG**

PIH	DESCRIPTION Administrative Plan Section Changes
	General changes and Clarifications: 2.5 Homeownership Opportunities for voucher holders 2.5 Dedication of tenant based vouchers to project based vouchers 3.1 How Families Apply <ul style="list-style-type: none"> <li>• Pre-application added</li> <li>• Application for S8 refined</li> </ul> 4.5 Resident Aliens <ul style="list-style-type: none"> <li>Grounds for Denial of Eligibility: changed heading</li> <li>Preferences and Wait List</li> </ul> 5.0 Removal of Elderly Disabled 1BR Preference 5.1, 6..2 and 5.2 Selection From Wait List: in groups 100 or more 7.2 Methods of Verification 11.0 End of Prorated Initial Contracts 11.3 Lease Review...wording 11.6 Changes in Family Composition 12.2 Calculation of Adjusted Income/Statutory Exclusions 12.9 Changes in Ownership 13.2 Voucher Reissuance & HQS Failures 13.3 Non abatement of UAPs for Landlord HQS failure 13.3 Charge to landlords for no shows 14.1 Rent Reasonableness 14.2 Payments to Owners 15.1 Annual Recertifications 17.1 Family Moves 17.2 18.3 Grounds for Denial or Termination of Assistance
QHWRA	12.5 Affordability 18.3 Grounds for Denial/Termination of Assistance 18.4 Tenant Income Verification Under QHWRA 23.2 Program Reporting/Agency Plan
24 CFR Part 5 Computer Matching	4.8 Ineligibility Admissions 7.0 Verification for Admissions 15.2 Verification
One Strike	4.7 Grounds for Denial of Eligibility 11.7 Information Provided to Owners 16.1 Evictions

	16.2 Termination by the Authority 18.1 Authority's Discretion
24 CFR F Admission & Occup & 982	12.1 Calculation of Annual Income
24 CFR Part 35	13.0 HQS Inspections 13.2 Assignment of Responsibility 9.1 Obligations of Owners
Other	22.3 Records Retention: internal policy
PIH 2000-12 Electronic Submission Agency Plan	23.2 Program Reporting
PIH 2000-34 SEMAP via Internet	23.4 SEMAP
PIH 2000-41 Vouchers in Assisted Lvg	11.2 Types of Eligible Housing
PIH 2000-36 Section 8 Advisory Board	23.3 Reporting
PIH 2003-2 Reserves	21.1 Annual Contributions Contract
PIH 2003-22	21.2 Administrative fee 21.4 Reserves
24 CFR 982	Appendix A Homeownership Plan
PIH 2004-07	21.1 Consolidated Appropriations Act
PIH 2004-11	21.1 Consolidated Appropriations Act
PIH 2004-12	17.0 Portability 17.1,17.2, 17.3, 17.4 & 17.5

## 24.0 GLOSSARY OF SECTION 8 TERMS

**A. ACRONYMS USED IN SUBSIDIZED HOUSING**

<b>AAF</b>	Annual Adjustment Factor. A factor published by HUD in the Federal Register which is used to compute annual rent adjustment.
<b>ACC</b>	Annual Contributions Contract
<b>BR</b>	Bedroom
<b>CDBG</b>	Community Development Block Grant
<b>CFR</b>	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.
<b>CPI</b>	Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.
<b>ELI</b>	Extremely low income
<b>FDIC</b>	Federal Deposit Insurance Corporation
<b>FHA</b>	Federal Housing Administration
<b>FICA</b>	Federal Insurance Contributions Act - Social Security taxes
<b>FmHA</b>	Farmers Home Administration
<b>FMR</b>	Fair Market Rent
<b>FY</b>	Fiscal Year
<b>FYE</b>	Fiscal Year End
<b>GAO</b>	Government Accounting Office
<b>GFC</b>	Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).
<b>GR</b>	Gross Rent
<b>HAP</b>	Housing Assistance Payment
<b>HAP Plan</b>	Housing Assistance Plan
<b>HCDA</b>	Housing and Community Development Act

**A. ACRONYMS USED IN SUBSIDIZED HOUSING (Continued)**

<b>HQS</b>	Housing Quality Standards
<b>HUD</b>	The Department of Housing and Urban Development or its designee.
<b>HURRA</b>	Housing and Urban/Rural Recovery Act of 1983; resulted in most of the 1984 HUD regulation changes to definition of income, allowances, rent calculations
<b>IG</b>	Inspector General
<b>IGR</b>	Independent Group Residence
<b>IPA</b>	Independent Public Accountant
<b>IRA</b>	Individual Retirement Account
<b>MSA</b>	Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PHA</b>	Public Housing Agency
<b>PMSA</b>	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
<b>PS</b>	Payment Standard
<b>QC</b>	Quality Control
<b>RFAT</b>	Request for Approval of Tenancy
<b>RFP</b>	Request for Proposals
<b>RRP</b>	Rental Rehabilitation Program
<b>SRO</b>	Single Room Occupancy
<b>SSMA</b>	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
<b>TR</b>	Tenant Rent
<b>TTP</b>	Total Tenant Payment
<b>UA</b>	Utility Allowance
<b>URP</b>	Utility Reimbursement Payment

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING**

**1937 ACT.** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)

**ABATEMENT.** Any set of measures designed to permanently eliminate lead based paint or lead-based paint hazards.

**ADMINISTRATIVE PLAN.** The HUD required written policy of the PHA governing its administration of the Section 8 tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and a copy submitted to HUD as a supporting document to the PHA Plan.

**ABSORPTION.** In portability, the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

**ACC RESERVE ACCOUNT (FORMERLY "PROJECT RESERVE").** Account established by HUD from amounts by which the maximum payment to the PHA under the consolidated ACC (during a PHA fiscal year) exceeds the amount actually approved and paid. This account is used as the source of additional payments for the program.

**ADA.** Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)

**ADJUSTED INCOME.** Annual income, less allowable HUD deductions.

**ADMINISTRATIVE FEE.** Fee paid by HUD to the PHA for administration of the program.

**ADMINISTRATIVE FEE RESERVE (Formerly "Operating reserve").** Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

**ADMISSION.** The effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program. This is the point when the family becomes a participant in the program.

**ANNUAL BUDGET AUTHORITY.** The maximum annual payment by HUD to a PHA for a funding increment.

**ANNUAL CONTRIBUTIONS CONTRACT (ACC).** A written contract between HUD and a PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program

**ANNUAL INCOME.** The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**APPLICANT.** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**ASSISTED TENANT.** A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

**BUDGET AUTHORITY.** An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

**CERTIFICATE.** A Certificate issued by the PHA under the Section 8 pre-merger certificate program, declaring a family to be eligible for participation in this program and stating the terms and conditions for such participation. Will no longer be issued after October 1, 1999.

**CERTIFICATE PROGRAM.** Pre-merger rental certificate program.

**CHILD CARE EXPENSES.** Amounts paid by the family for the care of minors under 13 years of age where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

**CO-HEAD.** An individual in the household who is equally responsible for the lease with the Head of Household. (A family never has a Co-head and a Spouse and; a Co-head is never a Dependent).

**COMMON SPACE.** In shared housing: Space available for use by the assisted family and other occupants of the unit.

**CONGREGATE HOUSING.** Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing.

**CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT.** (Consolidated ACC). See 24 CFR 982.151.

**CONTIGUOUS MSA.** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

**CONTINUOUSLY ASSISTED.** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**CONTRACT.** (See Housing Assistance Payments Contract.)

**COOPERATIVE.** (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type: See 24 CFR 982.619.

**COVERED FAMILIES.** Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

**DISABILITY ASSISTANCE EXPENSE.** Anticipated costs for care attendants and auxiliary apparatus for disabled family members which enable a family member (including the disabled family member) to work.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

**DISABLED PERSON.** See Person with Disabilities.

**DISPLACED PERSON/FAMILY.** A person or family displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** The illegal manufacture, sale, distribution, use, or the possession with intent to manufacture, sell distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**ECONOMIC SELF-SUFFICIENCY PROGRAM.** Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603 (c).

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

**ELDERLY HOUSEHOLD.** A family whose head or spouse or whose sole member is at least 62 years of age; may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his/her care and wellbeing.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBILITY INCOME.** May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the administrative Plan, which is approved by HUD.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCEPTION RENT.** In the pre-merger certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. See FMR/Exception rent.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly or disabled families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30% of medical income for an area if HUD finds such variations are necessary due to unusually high or low family incomes.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.)

**FAIR MARKET RENT (FMR).** The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the *Federal Register*.

## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**FAMILY.** "Family" includes but is not limited to:

A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);

An elderly family;

A near-elderly family;

A displaced family

The remaining member of a tenant family; and

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

("Family" can be further defined by the PHA).

**FAMILY OF VETERAN OR SERVICE PERSON.** A family is a "family of veteran or service person" when:

The veteran or service person (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.

The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY RENT TO OWNER.** In the voucher program, the portion of the rent to owner paid by the family.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FAMILY SHARE.** The amount calculated by subtracting the housing assistance payment from the gross rent.

**FAMILY UNIT SIZE.** The appropriate number of bedrooms for a family, as determined by the PHA under the PHA's subsidy standards.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**FMR/EXCEPTION RENT.** The fair market rent published by HUD headquarters. In the pre-merger certificate program the initial contract rent for a dwelling unit plus any utility allowance could not exceed the FMR/exception rent limit (for the dwelling unit or for the family unit size). In the voucher program the PHA adopts a payment standard schedule that is within 90% to 110% of the FMR for each bedroom size.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended).

**FUNDING INCREMENT.** Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

**GROSS FAMILY CONTRIBUTION.** Changed to Total Tenant Payment.

**GROSS RENT.** The sum of the Rent to Owner and the utility allowance. If there is no utility allowance, Rent to Owner equals Gross Rent.

**GROUP HOME.** A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

**HAP CONTRACT.** (See Housing Assistance Payments contract.)

**HEAD OF HOUSEHOLD.** The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HOUSING AGENCY.** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PAYMENT.** The monthly assistance payment by a PHA. The total assistance payment consists of:

A payment to the owner for rent to owner under the family's lease.

An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a "utility reimbursement" payment.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**HOUSING ASSISTANCE PAYMENTS CONTRACT.** (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

**HOUSING ASSISTANCE PLAN.** (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the tenant-based programs.

**HUD.** The Department of Housing and Urban Development.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

**IMPUTED INCOME.** HUD passbook rate x total cash value of assets. Calculation used when assets exceed \$5,000.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INDIAN.** Any person recognized as an Indian or Alaska native by an Indian tribe, the federal government, or any State.

**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either by exercise of the power of self-government of an Indian Tribe, independent of State law, or by operation of State law providing specifically for housing authorities for Indians.

**INITIAL PHA.** In portability, the term refers to both: A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**INITIAL PAYMENT STANDARD.** The payment standard at the beginning of the HAP contract term.

**INITIAL RENT TO OWNER.** The rent to owner at the beginning of the HAP contract term.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

**JURISDICTION.** The area in which the PHA has authority under State and local law to administer the program.

**LANDLORD.** This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

**LARGE VERY LOW INCOME FAMILY.** Prior to the 1982 regulations, this meant a very low income family which included six or more minors. This term is no longer used.

**LEASE.** A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA.

**LEASE ADDENDUM.** For pre-merger Certificate, pre-merger OFTO, and pre-merger Voucher tenancies, the lease language required by HUD in the lease between the tenant and the owner.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who is determined to be essential to the care and well-being of the person, is not obligated for the support of the person, and would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 80% for areas with unusually high or low income families.

**MANUFACTURED HOME.** A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. A special housing type. See 24 CFR 982.620 and 982.621.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**MANUFACTURED HOME SPACE.** In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. (A deduction for elderly or disabled families only.) These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

**MERGER DATE.** October 1, 1999.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family with citizens and eligible immigration status and without citizens and eligible immigration status as defined in 24 CFR 5.504(b)(3)

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances or Adjusted Income.

**MONTHLY INCOME.** 1/12 of the Annual Income.

**MUTUAL HOUSING.** Included in the definition of COOPERATIVE.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

**NEGATIVE RENT.** Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

**NET FAMILY ASSETS.** Value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.

## **B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**NET FAMILY CONTRIBUTION.** Former name for Tenant Rent.

**NON CITIZEN.** A person who is neither a citizen nor a national of the United States.

**OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards]** Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-FMR TENANCY (OFTO).** In the pre-merger Certificate program: A tenancy for which the initial gross rent exceeds the FMR/exception rent limit.

**OWNER.** Any persons or entity having the legal right to lease or sublease a unit to a participant.

**PARTICIPANT.** A family that has been admitted to the PHA's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

**PAYMENT STANDARD.** The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

**PERSON WITH DISABILITIES.** A person who has a disability as defined in 42 U.S.C 423 or a developmental disability as defined in 42 U.S.C. 6001. Also includes a person who is determined, under HUD regulations, to have a physical or mental impairment that is expected to be of long-continued and indefinite duration, substantially impedes the ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions. For purposes of reasonable accommodation and program accessibility for persons with disabilities, means an "individual with handicaps" as defined in 24 CFR 8.3. Definition does not exclude persons who have AIDS or conditions arising from AIDS, but does not include a person whose disability is based solely on drug or alcohol dependence (for low-income housing eligibility purposes).

**PHA PLAN.** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD in accordance with part 903 of this chapter.

**PORTABILITY.** Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.

**PREMISES.** The building or complex in which the dwelling unit is located, including common areas and grounds.

**PRIVATE SPACE.** In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

**PROCESSING ENTITY.** Entity responsible for making eligibility determinations and for income reexaminations. In the Section 8 Program, the "processing entity" is the "responsible entity."

**PROGRAM.** The Section 8 tenant-based assistance program under 24 CFR Part 982.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**PROGRAM RECEIPTS.** HUD payments to the PHA under the consolidated ACC, and any other amounts received by the PHA in connection with the program.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** PHA includes any State, county, municipality or other governmental entity or public body which is authorized to administer the program (or an agency or instrumentality of such an entity), or any of the following:

A consortia of housing agencies, each of which meets the qualifications in paragraph (1) of this definition, that HUD determines has the capacity and capability to efficiently administer the program (in which case, HUD may enter into a consolidated ACC with any legal entity authorized to act as the legal representative of the consortia members):

Any other public or private non-profit entity that was administering a Section 8 tenant-based assistance program pursuant to a contract with the contract administrator of such program (HUD or a PHA) on October 21, 1998; or

For any area outside the jurisdiction of a PHA that is administering a tenant-based program, or where HUD determines that such PHA is not administering the program effectively, a private non-profit entity or a governmental entity or public body that would otherwise lack jurisdiction to administer the program in such area.

**REASONABLE RENT.** A rent to owner that is not more than rent charged for comparable units in the private unassisted market, and not more than the rent charged for comparable unassisted units in the premises.

**RECEIVING PHA.** In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

**REGULAR TENANCY.** In the pre-merger certificate program: A tenancy other than an over FMR tenancy.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RENT TO OWNER.** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities that the owner is required to provide and pay for.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**RESIDENCY PREFERENCE.** A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area ("residency preference area").

**RESIDENCY PREFERENCE AREA.** The specified area where families must reside to qualify for a residency preference.

**RESIDENT ASSISTANT.** A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or well-being. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals.

**RESPONSIBLE ENTITY.** For the public housing and Section 8 tenant-based assistance, project-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECTION 8.**Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437 f).

**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.

**SHARED HOUSING.** A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. A special housing type.

**SINGLE PERSON.** A person living alone or intending to live alone.

**SPECIAL ADMISSION.** Admission of an applicant that is not on the PHA waiting list or without considering the applicant's waiting list position.

**SPECIAL HOUSING TYPES.** See Subpart M of 24 CFR 982, which states the special regulatory requirements for SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The husband or wife of the head of the household.

**SUBSIDIZED PROJECT.** A multi-family housing project (with the exception of a project owned by a 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 PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**SUBSTANDARD UNIT.** Substandard housing is defined by HUD for use as a federal preference.

**SUSPENSION/TOLLING.** Stopping the clock on the term of a family's voucher, for such period as determined by the PHA, from the time when the family submits a request for PHA approval to lease a unit, until the time when the PHA approves or denies the request. If the PHA decides to allow extensions or suspensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions or suspensions, and how the PHA determines the length of any extension or suspension.

**TENANCY ADDENDUM.** For the Housing Choice Voucher Program, the lease language required by HUD in the lease between the tenant and the owner.

**TENANT.** The person or persons (other than a live-in-aide) who executes the lease as lessee of the dwelling unit.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**TENANT RENT.** The amount payable monthly by the family as rent to the unit owner (Section 8 owner or PHA in public housing). For a tenancy in the pre-merger certificate program, tenant rent equals the total tenant payment minus any utility allowance.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward gross rent and utility allowance.

**UNIT.** Residential space for the private use of a family.

**UNUSUAL EXPENSES.** Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

**UTILITIES.** Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthy living environment.

**UTILITY REIMBURSEMENT.** In the voucher program, the portion of the housing assistance payment which exceeds the amount of the rent to owner.

**UTILITY REIMBURSEMENT PAYMENT.** In the pre-merger certificate program, the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VACANCY LOSS PAYMENTS.** (For pre-merger certificate contracts effective prior to 10/2/95) When a family vacates its unit in violation of its lease, the owner is eligible for 80% of the Contract Rent for a vacancy period of up to one additional month, (beyond the month in which the vacancy occurred) if s/he notifies the PHA as soon as s/he learns of the vacancy, makes an effort to advertise the unit, and does not reject any eligible applicant except for good cause.

**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower-income family which included eight or more minors. This term is no longer used.

**VERY LOW INCOME FAMILY.** A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the pre-merger certificate and voucher programs.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**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.

**VOUCHER (rental voucher).** A document issued by a PHA to a family selected for admission to the voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

**VOUCHER HOLDER.** A family holding a voucher with an unexpired term (search time).

**VOUCHER PROGRAM.** The Housing Choice Voucher program.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WAITING LIST ADMISSION.** An admission from the PHA waiting list.

**WELFARE ASSISTANCE.** Income assistance from Federal or State welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. FOR THE FSS PROGRAM (984.103(b)), "welfare assistance" includes only cash maintenance payments from Federal or State programs designed to meet a family's ongoing basic needs, but does not include food stamps, emergency rental and utilities assistance, SSI, SSDI, or Social Security.

**WELFARE RENT.** This concept is used ONLY for pre-merger Certificate tenants who receive welfare assistance on an "AS-PAID" basis. It is not used for the Housing Voucher Program.

If the agency does NOT apply a ratable reduction, this is the maximum a public assistance agency COULD give a family for shelter and utilities, NOT the amount the family is receiving at the time the certification or recertification is being processed.

If the agency applies a ratable reduction, welfare rent is a percentage of the maximum the agency could allow.

**WELFARE-TO-WORK (WTW) FAMILIES.** Families assisted by a PHA with voucher funding awarded to the PHA under the HUD welfare-to-work voucher program (including any renewal of such WTW funding for the same purpose).

## **GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.

**EVIDENCE OF CITIZENSHIP OR ELIGIBLE STATUS.** The documents which must be submitted to evidence citizenship or eligible immigration status.

**B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING (Continued)**

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor national of the United States.

**PHA.** A housing authority who operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214 of the Housing and Community Development Act of 1980, as amended (42 U.S.C. 1436a).

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

Reserved

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## **HHA Section 8 Homeownership Plan**

### 1.0 OVERVIEW

#### 1.1 Mission Statement

Hartford Housing Authority's mission is to continue to change public housing in Hartford, Connecticut, as we know it today, by providing high quality affordable rental and homeownership opportunities while being a positive catalyst for family independence and diverse communities.

#### 1.2 Purpose of the Plan

The HHA Homeownership Plan has been designed to be used as a governance document to ensure that local policies comply with HUD program rules; as a user manual to assist staff to operate the program in compliance with prescribed rules; and as a reference document to ensure that program procedures are up to date and program practices are consistently applied.

#### 1.3 General Provisions

The Section 8 Homeownership Program of the Hartford Housing Authority ("HHA") permits eligible participants in the Section 8 housing choice voucher program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting. The homeownership program is limited to five percent 5% (100 families) of the total Section 8 voucher program administered by HHA in any fiscal year, provided that disabled families shall not be subject to the 5% limit.

Eligible applicants for the Section 8 homeownership program may not owe HHA or any other Housing Authority an outstanding debt, and must meet the eligibility criteria set forth herein.

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

HHA 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.

### 2.0 ELIGIBILITY AND SELECTION

#### 2.1 Family Eligibility Requirements [24 CFR 982.627]

Definition: For the purposes of this document, the term "family" shall refer to all members of a household that has applied to or is participating in the Housing Choice Voucher Homeownership Program. The term "family" does not refer to relatives of the assisted household who are not part of the assisted household.

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

*Initial* Eligibility Requirements:

1. The family must be either participating or have been determined to be eligible for the Housing Choice Voucher program and issued a voucher.
2. The family must qualify as a first-time homeowner, or may be a co-operative member.

First-time homeowner, for the purposes of this program, is defined as a family in which no member has had any ownership interest in any residential property in the past three years. In addition, no member of the family can have any present ownership interest in any residential property. A displaced homemaker or single parent who, while married, owned a home with a spouse, but no longer has ownership interest in any residential property, is also considered a first-time homeowner for the purposes of the Section 8 Home Ownership Program.

In addition, *a disabled family* that requires homeownership as a reasonable accommodation, verified through HHA's standard process, may have the first-time homeowner requirement waived, provided they have no present ownership interest in any residential property.

3. The family must have a gross annual income that equals or exceeds, \$20,000.00

Unless the family is elderly or disabled, income from welfare assistance will not be counted toward this requirement.

HHA will apply this minimum income requirement to all applicants to the Section 8 Home Ownership Program, with the following exception:

*Disabled families* who meet both of the qualifications outlined below will be considered by HHA to have met the minimum income requirement:

- The family must have an annual countable income at least equal to the monthly SSI benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve. (Currently \$6768.00), **and**
- The family must provide documentation of current pre-approval or pre-qualification of financing that meets the HHA requirements outlined in the "Financing" section of this policy. For the purposes of this policy,

“current” is defined as no more than 90 days previous to the date an application to the Home Ownership Program is received by HHA.

4. At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance.

HUD regulations define “full time employment” as not less than an average of 30 hours per week.

A family member will be considered to have been continuously employed even if that person has experienced a break in employment, provided that the break in employment:

did not exceed 30 calendar days; and

did not occur within the 6 month period immediately prior to the family’s request to utilize the homeownership option; and

has been the only break in employment within the past 12 calendar months.

A family member will be considered to have been continuously employed if that member is a contracted professional with a school system and *traditionally* works approximately 36 weeks of the year (the school calendar). To be continuously employed under this provision the family member must demonstrate a *history* (more than one year) of working for a school system. The Federal minimum employment requirement does not apply to elderly or disabled families.

5. Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.

HHA will impose the following additional initial requirements:

The family has had no family-caused violations of HUD’s Housing Quality standards within the last 12 months.

The family does not owe money to HHA or any other Housing Authority.

The family has not committed any serious or repeated violations of a PHA-assisted lease within the past 1-year. **Examples of serious violations include non-payment of rent, abandonment of rental unit, illegal activity in assisted unit, etc.**

*Final* Eligibility Requirements:

Once the family meets the initial eligibility requirements, they will be referred for Home Ownership Counseling. After the family has successfully completed required counseling and has entered into a Purchase and Sale contract, the HHA will make a Final Eligibility Determination, based on current family information and the unit selected. The family will be asked to complete a final application, and submit a copy of their Purchase and Sale Contract as well as an Interim Application stating their current income, assets, and family composition.

- In order to purchase a home under this program, the family will need to provide documentation to HHA that they have saved a minimum of \$1000 in accessible funds prior to closing. This must come from the family's own resources, and not be gifted.
- *In addition, order to move forward on any closing, the family must be able to demonstrate to HHA that the homeownership option is affordable. Affordable for the purposes of this program means that the family will not be paying more than 40% of their gross countable household income towards homeownership expenses. Homeownership expenses are defined in the "Homeownership Assistance Payments and Homeownership Expenses" section of this policy and at 24 CFR 982.635.*

## 2.2 Homeownership Counseling Requirements [24 CFR 982.630]

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. These counseling sessions will be conducted by a HUD-approved housing counseling agency, such as the CHFA or the Housing Education and Resource Center. All counseling shall be consistent with HUD-approved housing counseling. In order to receive Section 8 Home Ownership Assistance, the family must be determined "Mortgage Application Ready" by an approved counseling agency.

The following topics will be included in the homeownership counseling sessions:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation;

- An advantage of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information about state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions;
- Information about Fair Housing Laws and recourse for discrimination;
- Information about RESPA (Real Estate Procedures Act)

### 3.0 SEARCH AND PURCHASE

#### 3.1 Eligible Units [24 CFR 982.628]

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements, as defined in 24 CFR982.628. The **unit may not be** any of the following:

- A unit receiving Section 8 project-based assistance;
- A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
- A college or other school dormitory;
- On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

The unit must be either existing or under construction at the time the family enters into a Purchase and Sale Contract. "Under construction" for the purposes of this program means that the footings have been poured.

The unit **must be** a one-unit property or a single dwelling unit in a cooperative or condominium.

The unit **must be** inspected by HHA and by an independent inspector designated by and paid for by the family.

The unit **must meet** HUD Housing Quality Standards prior to the closing.

In cases where the family will not also own fee title to the real property on which the home is located, such as a Land Trust property, the family must have the right to occupy the site for a period of at least forty years.

HHA will not approve the seller of the unit if HHA has been informed that the

seller is debarred, suspended, or subject to a limited denial of participation.

### 3.2 HHA Search and Purchase Requirements [24 CFR 982.629]

HHA has established the maximum time that will be allowed for a family to locate and purchase a home.

After being determined Mortgage Application Ready by an approved counseling center, the family will be **provided with 180 calendar days** to locate a home to purchase. For good cause, HHA may extend a family's time to locate the home for additional thirty (30) day increments.

The family must obtain financing for the home within 30 calendar days of locating a home to purchase.

The family must purchase the home within 90 calendar days of executing a Purchase and Sales Contract.

HHA will require periodic reports on the family's progress in finding and purchasing a home. Such reports will be provided by the family at intervals of 30 days.

If the family is unable to purchase a home within the maximum time limit, HHA will issue the family a voucher to lease a unit.

### 3.3 Inspection and Contract [24 CFR 982.631]

The unit must meet Housing Quality Standards **prior to closing**, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure;
- Housing interior and exterior;
- Roofing;
- Plumbing, electrical and heating systems.

Copies of the independent inspection report will be provided to the family. The family must provide a copy of the independent inspection report to HHA. Based on the information in this report, the family and HHA will determine whether any pre-purchase

repairs are necessary.

HHA may disapprove the unit for homeownership assistance because of information in the report, **for good cause**, even if the unit meets Housing Quality Standards.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to HHA **within fourteen days of execution**. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home.

The contract must also:

1. Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory. An exception to this requirement will only be considered if all of the following conditions are met:
2. Funds sufficient to cover the total cost of the repairs are in escrow at closing *and* there is a development plan in place with the lender *and* the required work has been contracted with the appropriate professional.
3. Post-closing repairs cannot include Housing Quality Standards items. All units purchased must meet Housing Quality Standards prior to closing.
4. Provide that the purchaser is not obligated to pay for necessary repairs;
5. Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation;
6. Disclose any knowledge or evidence of lead based paint.

#### 4.0 FINANCING [24 CFR 982.632]

##### 4.1 Requirements

The family is responsible for securing financing. HHA has established financing requirements, listed below, and may disapprove proposed financing if HHA determines that the debt is unaffordable, **or if the terms and conditions of the financing are not compatible with prevailing market norms**.

If a mortgage is not FHA-insured, HHA will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Fannie Mae, Freddie Mac, Connecticut Housing Finance Agency (HHA), the Federal Home Loan Bank, or other private lending institutions.

##### 4.2 Prohibitions in Financing

HHA will prohibit the following forms of financing:

- balloon payment mortgages (unless convertible to a variable rate mortgage)
- seller financing will be considered on a case-by-case basis

#### 4.3 Continued Assistance [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month when the family moves out.

The family must comply with the following obligations including the following:

- be in compliance with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).
- must supply information to HHA or HUD as specified in CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- must notify HHA before moving out of the home.
- must notify HHA if they default on the mortgage used to purchase the home.
- may not have any ownership interest in any other residential property; includes all family members.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

#### 4.4 Maximum Term of Homeownership Assistance [24 CFR 982.634]

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

15 years, if the initial mortgage term is 20 years or longer, or  
10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

*If the family receives homeownership assistance for different homes, or from different PHAs, the total is subject to the maximum term limitations.*

## 5.0 ADMINISTRATION OF PROGRAM

### 5.1 Homeownership Assistance Payments and Homeownership Expenses

[24 CFR 982.635]The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, HHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher program.

HHA will pay the homeownership assistance payment directly to the lending institution.

Some homeownership expenses are allowances or standards determined by HHA in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Monthly Homeownership expenses include:

- Principal and interest on mortgage debt.
- Mortgage insurance premium.
- Taxes and insurance.
- HHA utility allowance used for the voucher program.
- A combined allowance for routine maintenance costs and major repairs

and replacements, set by HHA at one percent of the purchase price of the home, divided by twelve. For example, the maintenance estimate on a home that sells for \$100,000 would be as follows:

$\$100,000 \times .01 = \$1000$ , divided by 12 months = \$83.33 monthly maintenance allowance

- If a member of the family is a disabled person, monthly payment on debt incurred to finance costs needed to make the home accessible may also be considered a Home Ownership Expense, if HHA determines that allowance of such expense is needed as a reasonable accommodation.
- Principal and interest on debt for improvements.
- The cost of leasing land for either manufactured homes or other housing types where the family does not also own the real property on which the home is located.
- If the home is a cooperative or condominium, expenses also include operating expenses or maintenance fees assessed by the homeowner association. In these cases, the gross monthly maintenance allowance established by HHA will be reduced by an amount equal to the maintenance portion of the cooperative or condominium association fee.

For example, in a case where a participant purchases an \$80,000 condominium with a \$300 per year maintenance fee to the association, the maintenance and condo fees would be addressed as follows:

Condominium fee allowance:  $\$300$  divided by 12 = \$25

Maintenance allowance:  $\$80,000 \times .01 = \$800$  minus \$300 = \$500 annual maintenance allowance, divided by 12 = \$42.

## 5.2 Portability [24 CFR 982.636, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families.

The receiving PHA may absorb the family into its voucher program, or bill the initial PHA. The receiving PHA arranges for housing counseling and the receiving PHA's homeownership policies apply.

5.3 Moving With Continued Assistance [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

5.4 Denial or Termination of Assistance [24 CFR 982.638]

Termination of homeownership assistance is governed by the policies for the Housing Choice Voucher program contained in chapter 15 of the Administrative Plan. However, the provisions of CFR 982.551 (c) through (j) are not applicable to homeownership.

HHA will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

HHA will permit such a family to move with continued voucher rental assistance. However, rental assistance will be denied if the family defaulted on an FHA-insured mortgage, and the family fails to demonstrate that:

The family conveyed title to the home as required by HUD, and

The family moved within the period required by HUD.

HHA will terminate homeownership assistance if the family violates any of the family obligations contained in this section.

HHA reserves the right to terminate homeownership assistance if the family violates any of family obligations outlined in the Statement of Home Owner Obligations.

The same hearing procedures that apply to assisted families under the Housing Choice Voucher Rental Program will apply to the Homeownership Program.

5.5 Recapture of Homeownership Assistance [24 CFR 982.640]

Effective November 18, 2002, Home Ownership Housing Assistance Payments are no longer subject to recapture. Recapture Agreements and Mortgage Deeds previously executed under the program shall become null and void on that date.

5.6 Down Payment Assistance Option 24 CFR 982.625(d)

The “Section 8 Home Ownership Program: Down Payment Assistance Grants and Streamlining Amendments; Final Rule”, published October 18, 2002, clarifies that Housing Authorities have the option of providing assistance in the following manner:

The Housing Authority may provide ongoing, monthly assistance, designed to assist families in meeting their monthly homeownership expenses.

HUD has issued regulations (24CFR Parts 5, 903 and 982) regarding an option for homeownership that Housing Voucher holders can enjoy. Housing Authorities are not required to run this program. Generally, households which have never owned a home, earn at least \$10,299 per year<sup>1</sup> (not including welfare benefits)<sup>2</sup>, have at least one adult member who is currently employed and has been continuously employed during the last year and has a Housing Voucher, will meet the minimum qualifications. Those households may select a single-family house, condominium unit or a unit in a cooperative. After receiving homeownership counseling and obtaining PHA-approved financing which, at a minimum, requires a downpayment of 3% with at least 1% from the family's personal resources, the family can purchase a home and receive monthly financial assistance with mortgage debt for 10-15 years or for the life of the mortgage if the family is over 62 years old or disabled. The home selected is subject to both PHA and independent inspection. The PHA, needs to enact rules and regulations in order to have a program.

**Families Eligible to Participate Consist of the Following (HUD Minimum):**

1. Housing Voucher holder
2. First-time homeowner (no member has owned a residence during the last three {3} years) with some exceptions.
3. Annual income of the adult members who will own the home of at least \$10,299 per year (not including welfare assistance except for elderly or disabled households).
4. Family must be able to demonstrate one or more of the adult members who will own the home is (are) currently employed on a full-time basis (an average of at least 30 hours per week) and has (have) been so employed continuously for one year prior to admission to the homeownership program (except for elderly or disabled families).
5. Family has not defaulted on a mortgage securing debt to purchase a home under the homeownership program.
6. Family must agree to execute a statement of family obligations, in which the family agrees to comply with its obligations under the homeownership program.
7. PHA may add additional eligibility criteria (such as Family Self Sufficiency participants)

**Eligible Units for the Program Consist of the Following:**

1. Unit is either a single-family home or a single unit in a cooperative or condominium and,
2. Unit either exists or is under construction and,
3. Unit meets HUD Housing Quality Standards and is inspected by a PHA inspector, as well as an independent inspector designated by the family.

**Location of Unit**

1. Portability to any community which is accepting new homeownership families.
2. Mobility to any community.

**Unit Search**

Family must locate a home within three (3) months of being admitted to the program and must purchase the home within six (6) months of being admitted to the program. The

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<sup>1</sup> The regulations require earnings at a minimum of 2,000 hours multiplied by the federal minimum wage but Housing Authorities can set a higher minimum rate.

<sup>2</sup> Except elderly and disabled households.

time period may be extended if the family suffers extenuating circumstances.

### **Homeownership Counseling**

1. Family, prior to receiving assistance under the program, must attend and successfully complete housing counseling provided by an entity approved by the PHA. The counseling will include: home maintenance, budgeting and money management, credit counseling, negotiating the purchase price of the home, obtaining financing and loan approvals, description of financing alternatives, how to locate a home including information on schools and transportation, advantages of purchasing a home in an area that does not have a high concentration of low-income families, information on fair housing laws and enforcement entities, information about the Real Estate Settlement Procedures (RESPA), truth-in-lending laws and how to avoid loans with oppressive conditions and,
2. Family must agree to continue counseling after the purchase if the PHA requests the family to do so.

### **Continued Assistance**

1. Family must comply with the terms of the lenders and continue to reside in the home and,
2. Family must be recertified annually and provide PHA with
  - a. all debt instruments related to purchase of the home, as well as proof of payment
  - b. all documents related to the sale or transfer of any interest in the home
  - c. a listing of homeownership expenses
  - d. notice of intent to move from the home
  - e. notice of mortgage default

### **Term of Assistance** (except elderly or disabled households)

1. Ten (10) years– or –
2. Fifteen (15) years if the first mortgage is twenty (20) years or longer.
3. If elderly disabled the full term of the mortgage.

### **Financing**

1. The PHA must approve the terms and conditions of the financing the family will receive. The approval will not be unreasonably withheld and is intended as a check to disqualify prospective financing that includes terms and conditions which are not in the best interest of the family or program.
2. Seller financing will be approved on a case-by-case basis.
3. Balloon or other lump-sum payment terms will no longer be allowed prior to the twentieth (20<sup>th</sup>) year of financing.
4. If the purchase of the home is financed with FHA mortgage insurance, the financing is subject to FHA mortgage insurance requirements.

### **Moving**

1. Family may not move more than once every three (3) years.
2. The maximum term of assistance applies to the family notwithstanding its place of residence.

### **Termination**

1. For caused described in CFR Sections 982.552, 982.553, 982.551 or 982.663.
2. Assistance terminates in the event of foreclosure.

**HUD Implementation Requirements**

A Public Housing Authority that elects to administer a homeownership program and provide homeownership assistance must meet the following HUD requirements to operate the program:

1. Establish a minimum homeowner downpayment requirement of at least three percent of the purchase price for participation in its Section 8 homeownership program, and require that at least one percent of the purchase price come from the family's personal resources.
2. Require that the financing for purchase of a home under its Section 8 homeownership program be provided, insured, or guaranteed by the state or Federal government, comply with the secondary mortgage market underwriting requirements, or comply with generally accepted private sector underwriting standards.
3. Demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership.
4. The following policies must be described in the Housing Authority Administrative Plan and the amended plan must be submitted to HUD prior to implementation of the Section 8 Homeownership Program:
  - a) Any additional Housing Authority requirements for participation in the Section 8 homeownership program.
  - b) Policy regarding whether Housing Authority will limit the number of families participating in the homeownership option and if so the number it would be limited to.
  - c) Policy regarding issuing the family a rental voucher if the family does not find a suitable house to buy.
  - d) Any minimum cash down payment or equity requirements other than those stated in the regulations.
  - e) Any requirements for financing purchase of a home, including requirements concerning qualification of lenders (for example, prohibition of seller financing or case by-case approval of seller financing), terms of financing (for example, a prohibition of balloon payment mortgages and establishment of a minimum homeowner equity requirement), and financing affordability.
  - f) Policy requirements for continuation of homeownership assistance (i.e. post-purchase counseling, written statement of homeowner's obligations).
  - g) Policy for determining the amount of allowable homeownership expenses.
  - h) Policy for payment of HAP to the family or lender.
  - i) Policies that prohibit more than one move by the family during any one year period.

- j) Policy governing time limit for family to find home.
- k) Policy governing any additional inspections conducted beyond the mandatory initial inspection.

*Orientation Invitation*

Date

«Title» «First\_Name» «Last\_Name»  
«Address»  
«City\_State\_Zip»

Dear «Title» «Last\_Name»:

Thank you for expressing interest in the Hartford Housing Authority **Section 8 Homeownership Program**. You have just taken your first step towards a better future and possibly owning your own home!

Hartford Housing Authority (HHA) cordially invites you to attend an orientation meeting on Section 8 Homeownership Program:

Day, Date, Time & Place

At this meeting you will receive information on how the program works and have the opportunity to ask questions. After you have attended the orientation session the HHA Section Homeownership eligibility intake package will be mailed to you to fill-out. Please call \_\_\_\_\_ and register to attend, as seating is limited.

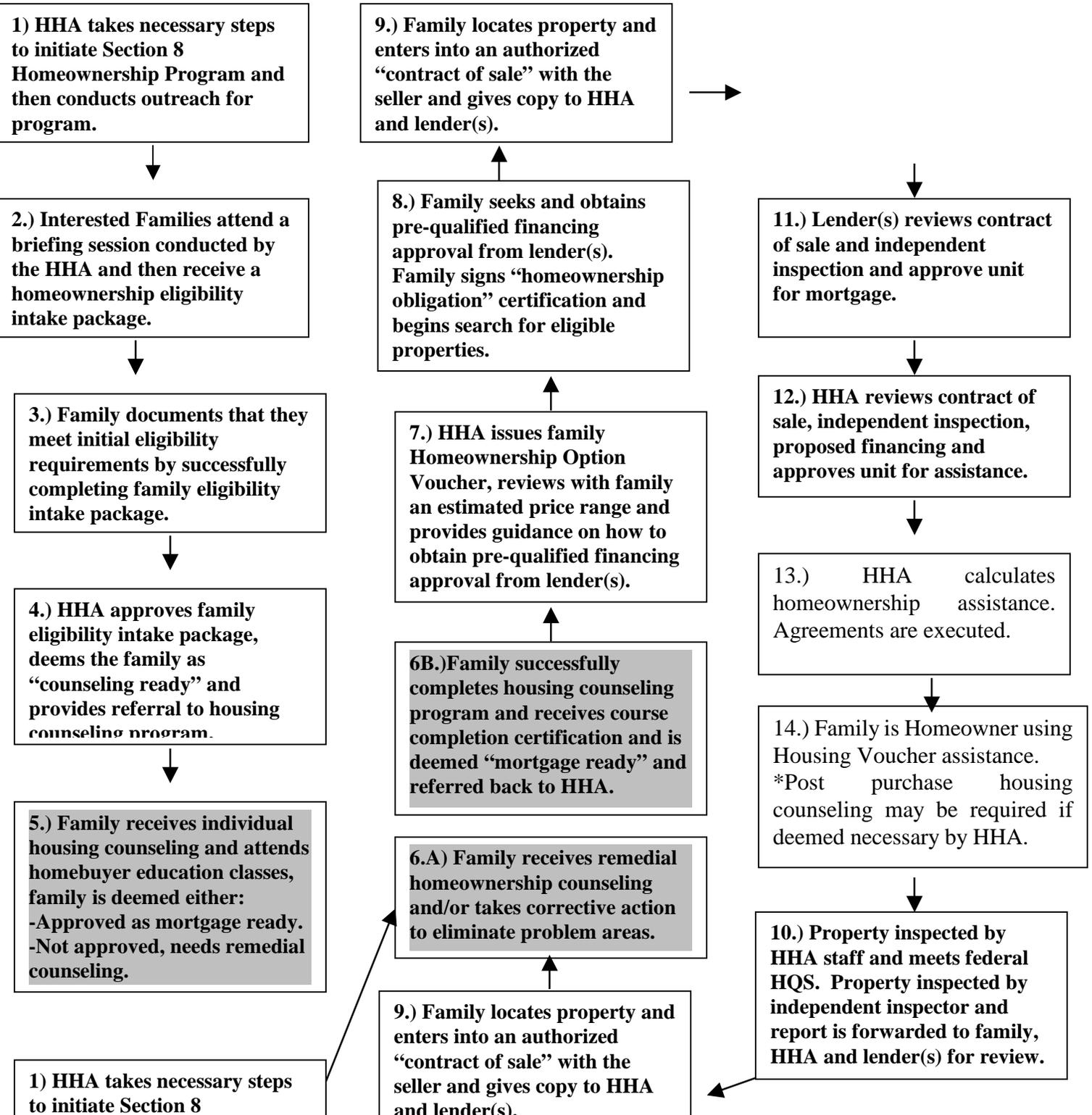
You will need to attend an orientation session to receive the HHA Section Homeownership eligibility application.

Sincerely,

Housing Authority  
Homeownership Representative

## Section 8 Homeownership Program Overview / Flow Chart

**10.) Property inspected by HHA staff and meets federal HQS. Property inspected by independent inspector and report is forwarded to family, HHA and lender(s) for review.**



**Section 8 Homeownership Family Eligibility Intake Form**

SECTION 8 HOMEOWNERSHIP FAMILY ELIGIBILITY INTAKE FORM INFORMATION (Please provide household composition, characteristics and address history)

First Name (Last)	Sex	Date of Birth	Social Security #	Age
-------------------	-----	---------------	-------------------	-----

1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				

Please provide present address and former address below:

Street	City	State	Zip Code	No. Yrs

<b>Please check response to the following questions:</b> →	Are you are enrolled in the Family Self-Sufficiency (FSS) Program? <b>Yes</b> _____ <b>No</b> _____
	If you are enrolled in the FSS Program, do you have any escrow balance? <b>Yes</b> _____ <b>No</b> _____

**II. EMPLOYMENT INFORMATION** (Please provide head of household and other potential homebuyer, if applicable)

<i>Household Member</i>	<i>Name &amp; Address of Employer</i>	<i>or self employed(yes/no)</i>	<i>Yrs. on this job</i>
<i>Position/Title</i>	<i>Type of Business</i>	<i>Yrs. Employed in line of work</i>	<i>Business Phone</i>

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

<i>Household Member</i>	<i>Name &amp; Address of Employer</i>	<i>or self employed(yes/no)</i>	<i>Yrs. on this job</i>
<i>Position/Title</i>	<i>Type of Business</i>	<i>Yrs. Employed in line of work</i>	<i>Business Phone</i>

<i>Household Member</i>	<i>Name &amp; Address of Employer</i>	<i>or self employed(yes/no)</i>	<i>Yrs. on this job</i>
<i>Position/Title</i>	<i>Type of Business</i>	<i>Yrs. Employed in line of work</i>	<i>Business Phone</i>

<i>Household Member</i>	<i>Name &amp; Address of Employer</i>	<i>or self employed(yes/no)</i>	<i>Yrs. on this job</i>
<i>Position/Title</i>	<i>Type of Business</i>	<i>Yrs. Employed in line of work</i>	<i>Business Phone</i>

II. EMPLOYMENT INFORMATION (continued)			
<i>Household Member</i>	<i>Name &amp; Address of Employer</i>	<i>or self employed(yes/no)</i>	<i>Yrs. on this job</i>
<i>Position/Title</i>	<i>Type of Business</i>	<i>Yrs. Employed in line of work</i>	<i>Business Phone</i>

III. MONTHLY INCOME (Please summarize all monthly income)			
<b>Gross Monthly Income</b>	<b>Head of Household</b>	<b>Other Homebuyer</b> (if applicable)	<b>Total</b>
Employment Income			\$
Overtime			\$
Bonuses			\$
Other			\$
<b>Total</b>	\$	\$	\$

IV. ASSETS (Please list asset information)		
Name & Address of Bank S&L, or Credit Union	Account No.	Cash or Market Value \$
Name & Address of Bank S&L, or Credit Union	Account No.	Cash or Market Value \$
Name & Address of Bank S&L, or Credit Union	Account No.	Cash or Market Value \$
Name & Address of Bank S&L, or Credit Union	Account No.	Cash or Market Value \$
Stocks & Bonds (Company name)	Number & description	Cash or Market Value \$
Life insurance	Description	Cash or Market Value \$
<b>Subtotal Liquid Assets</b>		\$
Automobiles owned (make and year)		\$
Other Assets (itemize)		\$
<b>Total Assets</b>		\$

**V. LIABILITIES** (Please list all outstanding debts, including credit cards, auto loans, alimony, child support & charge accounts.)

Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$

Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$
Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$
Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$
Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$
Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$
Name Address of Company	Account No.	Monthly Payment \$	Months Left to Pay \$	Unpaid Balance \$
Alimony/Child Support Owed to:			\$	\$
<b>Total Monthly Expenses</b>			\$	
			<b>Total Liabilities</b>	\$

**VI. NET WORTH** (Please calculate net worth by subtracting total liabilities from total assets)

<b>Total Assets (Sec. IV)</b>	<b>a.\$</b>	<b>Total Liabilities (Sec. V)</b>	<b>b.\$</b>	<b>Net Worth (a. – b.)</b>	<b>\$</b>
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**VII. CERTIFICATION OF INTAKE FORM INFORMATION**

I/We certify that the information provided in this intake form is true and correct as of the date set forth opposite my/our signature(s) on this intake form and acknowledge my understanding that any intentional or negligent misrepresentation(s) of the information contained in this intake form is grounds for disqualification from the Section 8 Homeownership Program. I/we certify that the information given to the Public Housing Agency on household composition, income, net family assets and allowances and deductions is accurate and complete to the best of/my knowledge and belief. I/we understand that false statements or information regarding required Housing Voucher Program participation are punishable under Federal Law. I/We understand that false statements or information constitute grounds for removal of a family from the Section 8 Homeownership Program or denial commencement of homeownership assistance for an otherwise eligible family.

<b>Head of Household or Primary Loan Applicant</b>	<b>Date</b>	<b>Other Loan Applicant (if applicable)</b>	<b>Date</b>
X		X	

**VIII. CERTIFICATION OF FIRST-TIME HOMEOWNER**

I/We certify to being a first-time homeowner as defined by HUD 24 CFR 982.4. First-time homeowner is defined as a family of which no member owned any present ownership interest in a residence of any family member during three years before commencement of homeownership assistance for the family. The term “first-term homeowner” includes a single parent or displaced homemaker (as those terms are defined in 12 U.S.C. 12713) who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse. I/We understand that false statements or information are punishable under Federal Law. I/We also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy.

<b>Head of Household or Primary Loan Applicant</b>	<b>Date</b>	<b>Other Loan Applicant (if applicable)</b>	<b>Date</b>
		X	

**VIII. CERTIFICATION OF CREDIT HISTORY AND/OR REPAIR\***

\*Please attach to this intake form a copy of the credit report for each adult family member with household income. See intake form instructions on how to obtain your credit report.

I/We understand that in order to participate in the Section 8 Homeownership program. I/we must be able to qualify and obtain mortgage financing. In order to qualify to obtain mortgage financing in part I/we must have good credit history and/or have established credit repair. I/We have obtained and reviewed my/our credit history report (as attached) and certify to the following: 1.) I/we have not filed for or declared bankruptcy in the past or if I have filed for bankruptcy I/we have written evidence of bankruptcy petition and discharge and written explanation as to what happened; 2.) I/we do not have credit accounts that are in the arrears. I/we do not have a credit history of continually late payments. All of my credit accounts are current. Or if they are in arrears, I/we have written explanation as to why they are in arrears; 3.) I/we do not have any outstanding collections or judgments with a creditor (such as medical bills, phone and student loans etc.) or I/we have pay off proof. 4.)I/we understand that building good credit increases home ownership opportunities. I/we understand that keys to building good credit includes the following: a.) paying my/our bills on time; b.) paying at least the minimum amount required (I/we can pay more, but I/we should never pay less); c.) keeping credit card balances low (I/we should not “max out” credit cards; d.) establishing credit if I/we have none (applying for one or two credit cards and use the cards carefully and pay them off each month). I/We understand that false statements or information constitute grounds for removal of a family from the Section 8 Homeownership Program or denial commencement of homeownership assistance for an otherwise eligible family.

Head of Household or Primary Loan Applicant	Date	Other Loan Applicant (if applicable)	Date
X		X	

**Instructions for the Section 8 Homeownership Family Eligibility Intake Form**

The Section 8 Homeownership Eligibility Intake Form is intended to be completed by the head of household and other household members that have income and would eventually qualify as an applicant or co-applicants on a mortgage loan Intake Form. In order to participate in the Section 8 Homeownership program you will eventually need to qualify to obtain mortgage financing based on your household income. Please have family members who intend to be the applicant or co-applicants on a mortgage loan fill-out and sign this Intake Form. This Intake Form is not a loan Intake Form. It is only used to determine initial eligibility on the program based on the initial program eligibility criteria.

Instruction for filling out the written portion of the intake form.

1. Section I (Applicant Information) - please list all household members by name, sex, date of birth, social security and by age. Also provide current address of household and previous address of household and answer questions regarding participation in family self-sufficiency program.
2. Section II (Employment Information) - please list employment information for primary applicant and any other co-applicant. As part of this intake form submission you must demonstrate that you meet the minimum employment requirement by providing acceptable employment verification according to the following criteria: The family must provide acceptable Federal Tax returns for the past two years (1040 schedule EZ) and third-party verification from an employer that demonstrate that one or more adult members of the family who will own the home is currently employed on a full-time basis (the term full-time means not less than an average of 30 hours per week). The employment verification must demonstrate that the adult members of the family who plan to own the home have been continuously employed for at least 12 months prior to request for eligibility for homeownership counseling. The employment requirement does not apply to an elderly family or a disabled family. Elderly and disabled families are defined by Sec.5.403 (b). Furthermore, an exemption from the employment requirement can be granted if the PHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible by persons with disabilities in accordance with part 8 of this title.  
**\*Important: Please attach the above described employment or income documentation when submitting your Intake Form. It will be used to determine whether you meet the initial program eligibility criteria of: 1.) Having a yearly household income of at least \$20,000 and; 2.) Have been employed fulltime for the past 12 months.**
3. Section III (Monthly Income) – please summarize your monthly income for primary applicant and any other co-applicant (if applicable) for all categories.
4. Section IV (Assets) – please list all your assets for primary applicant and any other co-applicant (if applicable) by listing any checking or savings account, stocks, bonds, life insurance and other assets.

5. Section V (Liabilities) - please list all your liabilities for primary applicant and any other co-applicant (if applicable) by listing all outstanding debts, including credit card, auto loans, alimony, child support and revolving charge accounts.
6. Section VI (Net Worth) – please determine net worth by subtracting your total liabilities (Section V) from you total assets (Section IV).
7. Section VII (Certification of Applicant Information) – please have primary applicant and any other co-applicant (if applicable) sign and date as to the completeness and accuracy of Intake Form information.
8. Section VIII (Certification of First-Time Homeowner) - please have primary applicant and any other co-applicant (if applicable) sign and date certification of first-time homeownership.
9. Section VIII (Certification of Credit History and/or Credit Repair) – please have primary applicant and any other co-applicant (if applicable) sign and date certification of credit repair. **\*\*Important: Family must acquire an independent credit history report by following the instructions provided within the Intake Form on page 5. Applicants must review their credit report according to the instructions provided in the Intake Form and sign the credit history and credit repair self-certification accordingly.**
10. Family must completely fill-out the HHA Section 8 Homeownership family eligibility Intake Form and provide all of the required supporting documents. Enrollment in the housing counseling program can only be obtained after all the above initial requirements have been successfully documented and approved by HHA.

**Instruction on How to Obtain Your Credit Report  
for Hartford Housing Authority Section 8 Homeownership**

When you look for a mortgage, lenders will review your credit report. Your credit report is a

history of how you have managed your finances and repaid debt. It provides information on money you have borrowed and a history of your payments. Reviewing your credit report before you plan to buy a house is important.

Your credit report includes:

- A list of debts, such as credit cards and car loans, and a history of how you have paid them.
- Any bills that have been referred to a collection agency. This can include items like phone and medical bills.
- Public record information, such as tax liens or bankruptcies, even if these have happened several years ago.
- Inquiries made about your creditworthiness.

You can receive a copy of your credit report from a credit bureau company for about \$8. A Credit Bureau is a company that gathers information on consumers who use credit and sells that information in the form of a credit report to credit lenders. Your credit history is pulled together into a credit report by three companies: Equifax, Experian and Trans Union. These companies sell your credit report to banks and other creditors so they can review mortgage and loan applications. To obtain your credit report, you may contact one the three credit bureau companies listed in the box below.

Under the Fair Credit Reporting Act (FCRA), you can get a free credit report once during any 12-month period if you certify it in writing that:

- You are unemployed and intend to apply for employment within 60 days, or
- You are receiving public welfare, or;
- You believe that your credit report contains inaccurate information due to fraud.
- You can also get a free copy of your credit report if you have been the subject of an adverse action – such as being denied credit – within the last 60 days.

You may obtain your credit report by contacting and requesting it from one of the following bureaus:

<p><b>Equifax</b>                  PO Box 740241                  Atlanta, GA 30374                  Phone: (800) 685-1111  <a href="http://www.equifax.com">www.equifax.com</a></p>	<p><b>Experian</b>                  National Consumer Assistance Center                  PO Box 2002                  Allen, TX 75013                  Phone: (888) EXPERIAN  <a href="http://www.experian.com/consumer/">www.experian.com/consumer/</a></p>	<p><b>Trans Union LLC</b>                  Consumer Disclosure Center                  PO Box 1000                  Chester, PA 19022                  Phone: (800) 888-4213  <a href="http://www.transunion.com">www.transunion.com</a></p>
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**Hartford Housing Authority Section 8 Homeownership Intake Form Checklist**

- I/we have already attended a briefing session regarding the Section 8 Homeownership program.
- I/we have been employed fulltime continuously for the past 12 months (or meet the elderly and disabled exception).
- I/we have a yearly household income equal to or exceeding the minimum requirements of \$20,000 annually.
- I/we attached the required income verification documentation to this Intake Form.
- I/we are currently a participant of the Hartford Housing Authority Voucher program.
- I/we do not own property. I/we have not had ownership interest in property in the past three years.
- I/we have filled-out the Intake Form completely and signed all of the necessary certifications.
- I/ we have obtained an independent credit history report and attached to my Intake Form.

**Please submit your completed Intake Form to:**

Administrator  
Section 8 Homeownership Program  
Hartford Housing Authority  
180 Overlook Terrace  
Hartford, CT 06106

(860) 723-8409 phone  
(860) 723-8554 fax

**AUTHORIZATION FOR RELEASE OF INFORMATION**

I/we, \_\_\_\_\_, hereby authorize the staff of Hartford Housing Authority, realtors, mortgage officers or lenders, attorneys, current property owner (seller), pre-homeownership counseling agency staff and property inspectors to release and cooperatively share information regarding my income, Section 8 Homeownership program participation, financing qualifications, and any other information as deemed necessary to assist in my/our purchase of the property known as

\_\_\_\_\_.

I have read, understand and agree to the above statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Deficiency Notice

(date)

(name)  
(address)  
(city)

Dear \_\_\_\_\_ :

Thank you for attending the Section 8 Homeownership briefing session and submitting the homeownership eligibility intake form. In reviewing your initial eligibility we regret to inform you that your intake form is deficient for the following reason(s):

\_\_\_\_\_ Your yearly income total does not meet the minimum required amount, or you do not meet the criteria of being a first time homebuyer.

\_\_\_\_\_ You have not provided required verification to support that you have been employed fulltime continuously for the past twelve months.

\_\_\_\_\_ You did not submit your credit report and/or submit the Credit History and Credit Repair Self-Certification.

\_\_\_\_\_ You are not a current participant of the City of Hartford Housing Authority Housing Voucher Program.

\_\_\_\_\_ You have not completed the written portion of the Section 8 Homeownership family eligibility intake form or you have not provided required supporting documentation as follows: \_\_\_\_\_

Other: \_\_\_\_\_

If the deficiency in your intake form is curable please provide the corresponding information and/or the specific information requested so that we may process your intake form for further participation in the homeownership program. If you are not able to cure the deficiency that we have identified, you may still continue to remain as a participant of the Housing Voucher program.

Please contact me at 723-8409 if you have any questions. Thank you.

Sincerely,

Homeownership Program Administrator

*Application Approved – Housing Counseling Referral Letter*

(date)

(name)

(address)

(city)

Dear \_\_\_\_\_ :

Thank you for submitting the Hartford Housing Authority Section 8 Homeownership intake form. We are please to inform you that your intake form has been reviewed and that you have been approved for referral to the CHFA Section 8 Homeownership Counseling Program.

A copy of this letter has been sent to the CHFA Homeownership Counseling Coordinator to verify your acceptance. You are now eligible to enroll into the next available homeownership counseling program session. To determine the available times and locations please *see information attached for the schedule of next sessions to be held, and information on how to register for them.*

The Section 8 Homeownership counseling program sessions consist of: *home maintenance, budgeting and money management, credit counseling, negotiating the purchase price of the home, obtaining financing and loan approvals, description of financing alternatives, how to locate a home including information on schools and transportation, advantages of purchasing a home in an area that does not have a high concentration o flow-income families, information about the Rea Estate Settlement Procures (RESPA), truth-in-lending laws and how to avoid loans with oppressive conditions, etc.*

If you successfully attend and complete the homeownership counseling sessions you will receive a course completion certification and be deemed “mortgage ready” and referred to a lender. After we receive confirmation that you have achieve “mortgage ready” status we will issue you a “Homeownership Option Voucher” and you will be able to work with a lender for prequalification for financing and begin to look for a home.

Please contact me at 723-8409 if you have any questions. Congratulations.

Sincerely,

Homeownership Program Administrator

cc: Counseling Coordinator

***Letter Certifying counseling completed and client is deemed mortgage ready***

(date)

(name)  
(address)  
(city)

Dear

This letter is to certify that you have successfully completed the homeownership counseling session and have been approved for further participation in the Section 8 Homeownership program.

A copy of this letter has been sent to Hartford Housing Authority (HHA) to confirm your successful completion of the homeownership counseling session. You should contact your HHA representative to receive instruction regarding the next step you will need to take.

Please contact me at \_\_\_\_\_ if you have any questions. Thank you.

Sincerely,

Housing Counseling Administrator

cc: Hartford Housing Authority

**HARTFORD HOUSING AUTHORITY**

**SECTION 8 HOMEOWNERSHIP PROGRAM  
HOMEOWNERSHIP OPTION VOUCHER**

Voucher Number:	Bedroom Size:
Date Voucher Issued:	Date Voucher Expires:
1 <sup>st</sup> Extension Expiration:	2 <sup>nd</sup> Extension Expiration:

**Name of Family Representative:** \_\_\_\_\_

**Signature of Family Representative:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of HHA Official:** \_\_\_\_\_

**Signature of HHA Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**1. Section 8 Homeownership Program**

Hartford Housing Authority has determined that the above named family is eligible to participate in the Section 8 Homeownership Program. Under this program, the family purchases a decent, safe and sanitary unit. HHA will make a monthly housing assistance payment to help the owner pay the mortgage and utilities.

HHA determines the amount of the monthly housing assistance payment. Generally, the monthly housing assistance payment is the difference between the applicable paying standard and 30 percent of monthly adjusted family income.

**2. Voucher**

HHA is under no obligation to the family or to any other person to approve any unit for purchase. HHA does not have any liability to any party by the issuance of this Voucher.

The Voucher does not give the family any right to participate in the Section 8 Homeownership Program. The family becomes a participant in the Program when the Statement of Homeowner Obligations is executed by the family and HHA.

During the initial or any extended term of this Voucher, HHA may require the family to report progress in purchasing a unit at such intervals and times as determined by HHA.

**3. HHA Approval or Disapproval of Unit**

When a family finds a suitable unit for purchase, the family must submit a Contract for Sale that conforms to HHA requirements, proof of mortgage and a professional home inspection of the unit's major systems.

HHA will perform an inspection of the unit in accordance with HUD Housing Quality Standards. HHA retains the right to disqualify the unit based on either the HQS inspection or the professional inspection report.

If HHA approves the unit, HHA will notify the family and will furnish two copies of the Statement of Homeowner Obligations. The family must sign both copies of the Statement. In conjunction with the closing on the unit, HHA will execute the Statement and return an executed copy to the family.

If HHA determines that the unit cannot be approved for any reason, HHA will notify the family that the unit has been disapproved for specified reasons and, if the conditions requiring disapproval are remedied to the satisfaction of HHA on or before the date specified by HHA, the unit will be approved.

**4. Obligations of the Family**

When the family's unit is approved and the Statement of Homeowner Obligations executed, the family must follow the rules and obligations listed in the Statement in order to continue participating in the Section 8 Voucher Homeownership Option Program. Any information that the family supplies must be true and complete.

**5. Illegal Discrimination**

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail or by telephone. HHA will give the family information on how to fill out and file a complaint.

**6. Expiration and Extension of Voucher**

The Voucher will expire on the date stated on the top of page one of this Voucher unless the family requests an extension in writing and HHA grants a written extension of the Voucher in which case the Voucher will expire on the date stated. At its discretion, HHA may grant a family's request for one or more extensions of the initial term.

**HARTFORD HOUSING AUTHORITY  
CERTIFICATION OF SECTION 8 HOMEOWNERSHIP ELIGIBILITY**

This document is completed by the Hartford Housing Authority (HHA) and sent to the Housing Coordinator. Participant provides this to the lender as verification of eligibility. A final form will be completed after HHA obtains evidence of a signed contract, income verifications, utilities and underwriting criteria from the lender. HHA will review PITI and other homeownership expenses to determine HHA's monthly payment to the lender.

**LENDER NOTE: THIS IS AN ESTIMATE ONLY**

**PARTICIPANT FAMILY NAME:** \_\_\_\_\_

**SPONSORING AGENCY:** \_\_\_\_\_

**UNIT SIZE** (Number of bedrooms authorized for assistance): \_\_\_\_\_

**SOURCE(S) OF ANNUAL INCOME:**

- Pension..... \$ \_\_\_\_\_
- Own Business..... \$ \_\_\_\_\_
- Social Security..... \$ \_\_\_\_\_
- Military Pay..... \$ \_\_\_\_\_
- SSI..... \$ \_\_\_\_\_
- TANF..... \$ \_\_\_\_\_
- General Assistance..... \$ \_\_\_\_\_
- Wages..... \$ \_\_\_\_\_
- Child Support..... \$ \_\_\_\_\_
- Unemployment Benefits..... \$ \_\_\_\_\_
- Assets..... \$ \_\_\_\_\_
- Other..... \$ \_\_\_\_\_

**GROSS ANNUAL INCOME..... \$ \_\_\_\_\_**

**HHA PAYMENT**– Based on the participant's current income and monthly rental expenses, the maximum allowable Section 8 assistance which may be applied to housing expenses is \$\_\_\_\_\_ (estimate only).

**COMMENTS**

**DATE OF ISSUE** (Date voucher issued to family) \_\_\_\_\_

**EXPIRATION DATE** – (120 DAYS from the issue of the Certification of Eligibility).

Deadline for purchasing a home: \_\_\_\_\_

**EXTENDED EXPIRATION DATE** (Grant on case-by-case basis) \_\_\_\_\_

\_\_\_\_\_  
Signature of HHA Official Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant Family Head of Household Date: \_\_\_\_\_

NOTE: Your signature on this page signifies your agreement to the Statement of Homeowner Obligations, Agreement and Program Guidelines.

Section 8 Housing Choice Voucher  
HOMEOWNERSHIP OPTION

**CALCULATION OF MONTHLY HOUSING ASSISTANCE PAYMENT**

**Calculation 1**

Voucher Payment Standard ( - Bedroom)		_____
minus Total Tenant Payment (greater of 30% of adjusted income or 10% of gross income)	—	_____
Housing Assistance Payment (Calc 1)		<input type="text"/>

**Calculation 2**

**Monthly Homeowner Expenses**

Mortgage P&I (& any mortgage insurance)		_____
Taxes	+	_____
Property/Contents Insurance	+	_____
Maintenance Expense (AHA schedule)	+	_____
Major Repairs/Replacements (AHA sched.)	+	_____
Condo/Association Fee	+	_____
Utility Allowance (from AHA schedule)	+	_____
TOTAL		<input type="text"/>
minus Total Tenant Payment	—	_____
Housing Assistance Payment (Calc 2)		<input type="text"/>
HAP Calculation (Lesser of Calc 1 and Calc 2)		<input type="text"/>
<b><u>HHA MONTHLY HOUSING ASSISTANCE PAYMENT</u></b>		<input type="text"/>

HARTFORD HOUSING AUTHORITY  
SECTION 8 HOME OWNERSHIP PROGRAM

**MAINTENANCE AND REPLACEMENT RESERVE ALLOWANCES\*\*****MAINTENANCE ALLOWANCES (MONTHLY)**

UNIT TYPE/SIZE	ONE BDRM	TWO BDRM	THREE BDRM	FOUR BDRM
Apt. New*	\$15	\$20	\$25	
Apt. Older*	\$20	\$25	\$30	
Apt. Oldest*	\$25	\$30	\$35	
Townhouse New*	\$25	\$30	\$35	\$40
Townhouse Older*	\$30	\$35	\$40	\$45
Townhouse Oldest*	\$35	\$40	\$45	\$50
Single Family New	\$35	\$40	\$45	\$50
Single Family Older	\$40	\$45	\$50	\$55
Single Family Oldest	\$45	\$50	\$55	\$60

**REPLACEMENT RESERVE ALLOWANCES (MONTHLY)**

UNIT TYPE/SIZE	ONE BDRM	TWO BDRM	THREE BDRM	FOUR BDRM
Apt. New*	\$30	\$35	\$40	
Apt. Older*	\$25	\$40	\$45	
Apt. Oldest*	\$40	\$45	\$50	
Townhouse New*	\$40	\$45	\$50	\$55
Townhouse Older*	\$45	\$50	\$55	\$60
Townhouse Oldest*	\$50	\$55	\$60	\$65
Single Family New	\$50	\$60	\$70	\$80
Single Family Older	\$60	\$70	\$80	\$90
Single Family Oldest	\$70	\$80	\$90	\$100

**Definitions:**

New = Constructed or substantially rehabilitated within the last 10 years.

Older = Constructed in 1978 or later.

Oldest = Constructed before 1978.

\* For Condominiums and Co-ops where the homeowners association (HOA) takes care of all outside maintenance and replacements, add an allowance equal to the HOA monthly dues and reduce the scheduled amounts by 50%.

\*\* The Deputy Director or Executive Director may adjust any allowance by up to 25% if warranted based on the home inspection(s).

**HARTFORD HOUSING AUTHORITY  
SECTION 8 HOMEOWNERSHIP PROGRAM**

**STATEMENT OF HOMEOWNERSHIP OBLIGATIONS**

I/We,

\_\_\_\_\_  
participant(s) of the Hartford Housing Authority (HHA) Section 8 Homeownership Program, fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a \_\_\_\_\_ located at \_\_\_\_\_

and agree that:

1. Our home will be occupied by the following family members:

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

2. The initial monthly Housing Assistance Payment (HAP) will be \$\_\_\_\_\_. It will begin on \_\_\_\_\_. The HAP will be adjusted at least annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with the U.S. Department of Housing and Urban Development (HUD) requirement.
3. The initial Housing Assistance Payment will be made as follows: \$\_\_\_\_\_ will be paid by HHA directly to the lender. \$\_\_\_\_\_ will be paid by me, the homeowner, to the lender.
4. Housing Assistance Payments will be available for a maximum of \_\_\_\_ years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of this Statement of Homeownership Obligations, the policies of the HHA Homeownership Assistance Program, the HUD program requirements, and upon continued appropriations to the HHA by HUD.
5. I/We must report all family income from all sources, all assets, and the names of all persons living in my/our household. I/We must supply any information that HHA 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 CFT part 5). "Information" includes any requested certification, release or other documentation. I/We must supply any information requested by HHA or HUD for use in a regularly scheduled reexamination or interim reexamination of our family income and composition in accordance with HUD requirements. I/We must disclose and verify social security numbers (as required by HUD) and just sign and submit consent forms for obtaining information in accordance with HUD requirements. Any information supplied by my/our family must be true and complete.
6. If at any time any member of my/our household has a change in income, I/we must report it to the HHA no later than ten (10) days after the change occurs. The composition of my/our family residing in the unit must be approved by HHA. I/We must promptly inform HHA of the birth, adoption or court-awarded custody of a child. I/We must request HHA approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide if approved by HHA. HHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in aide, and defining when HHA consent may be given

- or denied. 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.
7. I/We must promptly notify HHA if any household member no longer resides in the unit. If at any time any one in my/our household moves out, I/we must report the occurrence to the HHA within ten (10) days.
  8. Housing Assistance Payments will be made only for the months my/our family is in residence in the home. So long as my/our family is receiving homeownership assistance, my/our family must use the assisted unit for our residence and the unit must be the may/our only residence.
  9. I/We may not sell, convey, or transfer any interest in the home to any entity or person prior to informing the HHA. Housing Assistance Payments will terminate with any sale, conveyance, or transfer other than to a household member residing in the home. I/We must not sublease or let the unit
  10. . I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify the HHA of any defaults on mortgage debt incurred to purchase the home.
  11. I/We must promptly pay all utility bills.
  12. I/We must keep the premises in good repair and in safe and sanitary conditions.
  13. I/We must document, in conjunction with our annual reexamination of income, that I/we are current on mortgage, insurance, taxes and utility payments.
  14. If I/we default on my/our mortgage debt and lose my/our home, I/we will not be able to use my/our Section 8 Homeownership Assistance Voucher for rental housing, but may reapply for the Section 8 Housing Choice waiting list.
  15. To the extent required by HHA, my/our family must attend and complete ongoing homeownership and housing counseling.
  16. I/We must supply any information or certification requested by HHA to verify that my/our family is living in the unit, or relating to family absence from the unit, including any HHA-requested information or certification on the purposes of family absences. I/We must cooperate with HHA for this purpose. I/We must promptly notify HHA of absence from the unit.
  17. I/We may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership share for the home, homeownership assistance may continued 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 as outlined in this agreement.
  18. I/We must supply any information as required by HHA or HUD concerning: A.) Any

mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt; B.) Any sale or other transfer of any interest in the home; or C.) The family's homeownership expenses;

- 19. I/We must notify HHA before my/our family moves out of the home.
- 20. I/We must notify HHA if my/our family defaults on a mortgage securing any debt incurred to purchase the home.
- 21. During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other residential property.
- 22. HHA may establish additional requirements for continuation of homeownership assistance for my/our family (for example, a requirement for post-purchase homeownership counseling or for periodic unit inspections while the family is receiving homeownership assistance).
- 23. I/We must comply with the following requirements: A.) The members of my/our family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs; B.) The members of my/our household pay not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and person residing in the immediate vicinity of the premises; C.) The members of my/our 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; D.) My/Our family members 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.
- 24. I/We will maintain the home in accordance with Housing Quality Standards and I/we understand that the home will be inspected periodically at the discretion of the HHA. If the HHA feels that an inspection is necessary, I/we must allow the home to be inspected at reasonable times and after proper notice. If the home is determined not to be in Housing Quality Standard condition, I/we will be allowed from thirty (30) to one hundred eighty (180) days to correct the deficiencies. If not corrected in the allotted time, the homeownership assistance will be terminated.

I/WE UNDERTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED, OR TERMINATED FOR ANY VIOLATION OF TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNERSHIP RESPONSIBIITIES.

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homebuyer

\_\_\_\_\_  
Date

-----

\_\_\_\_\_  
Hartford Housing Authority Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
HHA Representative's Title

**HARTFORD HOUSING AUTHORITY  
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

**HOMEOWNERSHIP OPTION  
ADDENDUM TO AGREEMENT OF SALE**

BUYER: \_\_\_\_\_

SELLER: \_\_\_\_\_

PROPERTY ADDRESS:  
\_\_\_\_\_

Agreement of Sale Date: \_\_\_\_\_

Buyer will be receiving Section 8 Housing Choice Voucher Program Homeownership Assistance through Hartford's Housing Authority (HHA) program, funded through HUD. In order to comply with the program guidelines, the following is required to be part of the Agreement Sale for the property listed above. If Seller, the Real Estate Agent(s) or Lender has any questions about the program, they should contact: \_\_\_\_\_, Homeownership Program Administrator, (860 723-8409).

1. Within 7 business days of Seller's, or Seller's Agent's, notification to HHA by calling \_\_\_\_\_ that the Buyer's offer to purchase the Property has been accepted, HHA Housing Inspector will inspect the Property to insure that the Property meets HUD's Housing Quality Standards (HQS) criteria. Within 5 business days from the date of HHA's HQS inspection, Seller, or Seller's Agent, will receive a faxed notice from HHA either accepting the Property or rejecting the Property. If applicable, the rejection notice will list the violations of the HQS criteria. *Such fax should be sent to:* Fax #: \_\_\_\_\_, Attention: \_\_\_\_\_. If the Property is rejected, Seller, or Seller's Agent will advise, by written notice to Buyer or Buyer's Agent and HHA, within 5 business days of receipt of said HHA HQS inspection fax, whether or not said violations of HQS criteria will be corrected, at Seller's expense, prior to closing. If Seller elects to correct said violations, HHA HQS Housing Inspector will perform a follow-up inspection, prior to closing, to insure that said violations have been corrected. If Seller refuses to correct said violations, the Agreement of Sale shall be considered null and void immediately at which time any deposit given to Seller by Buyer shall be promptly returned.
2. Upon the Property passing HHA HQS inspection or receipt by Buyer and HHA of written notice from the Seller stating that Seller will correct any and all violations prior to closing, within \_\_\_\_\_ days, (not to exceed 30 days), Buyer at Buyer's expense shall have the Property inspected by an independent Home Inspector of Buyer's choice. Any independent home inspection report is to be provided by Buyer to HHA for its review and acceptance prior to the Buyer(s) acceptance of said home inspection report findings. Buyer shall not be obligated to pay for any necessary repairs.
3. Mortgage Contingency: This Agreement of Sale is further conditioned upon the Buyer's



### **What families are eligible to apply for homeownership vouchers?**

Families must meet these requirements:

- First-time homeowner or cooperative member.
- A family that has not owned or had ownership interest in the past three years.
- Minimum income requirement. Except in the case of disabled families, the qualified annual income of the adult family members who will own the home must not be less than the Federal minimum hourly wage multiplied by 2,000 hours (currently \$10,300). For disabled families, the qualified annual income of the adult family members who will own the home must not be less than the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by 12 (currently \$6624). The PHA may also establish a higher minimum income requirement for either or both types of families. Except in the case of an elderly or disabled family, welfare assistance is not counted in determining whether the family meets the minimum income requirement.
- Employment requirement. Except in the case of elderly and disabled families, one or more adults in the family who will own the home is currently employed on a full-time basis and has been continuously employed on a full-time basis for at least one year before commencement of homeownership assistance.
- Additional PHA eligibility requirements. The family meets any other initial eligibility requirements set by the PHA.
- Homeownership counseling. The family must attend and satisfactorily complete the PHA's pre-assistance homeownership and housing counseling program.

### **What are monthly homeownership expenses?**

Monthly homeownership expenses include:

1. Mortgage principal and interest,
2. Mortgage insurance premium,
3. Real estate taxes and homeowner insurance,
4. PHA allowance for utilities,
5. PHA allowance for routine maintenance costs,
6. PHA allowance for major repairs and replacements,
7. Principal and interest on debt to finance major repairs and replacements for the home, and
8. Principal and interest on debt to finance costs to make the home accessible for a family member with disabilities if the PHA determines it is needed as a reasonable accommodation.

**How much financial assistance can PHAs provide in each voucher?**

The PHA uses its normal voucher program payment standard schedule to determine the amount of subsidy. The housing assistance payment (HAP) is the lesser of either the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment. The PHA may make the HAP payment directly to the family or to the lender.

**Do families have to purchase a home in the jurisdiction where the PHA issued the voucher?**

No. Families that are eligible for homeownership assistance may purchase a home outside the initial jurisdiction if the PHA in the new jurisdiction administers the homeownership program and receives new families into the program. However, the family may only use the voucher to purchase a unit in an area where the family is income eligible at admission to the program.

**How long can a family receive assistance under this program?**

There is no time limit for an elderly household or family with a disabled person. For all other families, there is a mandatory term limit of 15 years if the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, and for all other cases the maximum term of homeownership assistance is 10 years.

**What types of funding are available in the homeownership voucher program?**

No specific funding is provided by HUD. PHAs have the discretion to allow program applicants and participants to use their voucher to purchase a home rather than lease a unit.

## **Homebuyer Glossary**

**Actual Cash Value:** An amount equal to the replacement value of damaged property minus depreciation.

**Adjustable-Rate Mortgage (ARM):** Also known as a variable-rate loan, usually offers a lower initial rate than fixed-rate loans. The interest rate can change at specified time periods based on changes in an interest rate index that reflects current finance market conditions, such as the LIBOR index or the Treasury index. The ARM promissory note states maximum and minimum rates. When the interest rate on an ARM increases, the monthly payments will increase and when the interest rate on an ARM decreases, the monthly payments will be lower.

**Adjustment Period:** The time between interest rate adjustment dates for an ARM. They are usually the initial period between the time the ARM is originated and the first interest rate change date, and subsequent adjustment periods between each interest rate change after the first interest rate change.

**Amortization:** A term used to describe the process of paying off a loan over a predetermined period of time at a specific interest rate. The amortization of a loan includes payment of interest and a portion of the outstanding principal balance during each payment cycle.

**Amortization Schedule:** Provided by mortgage lenders, the schedule shows how over the term of your mortgage the principal portion of the mortgage payment increases and the interest portion of the mortgage payment decreases.

**Annual Percentage Rate (APR):** The cost of credit expressed as a yearly rate. The APR includes the interest rate, points, broker fees and certain other credit charges that the borrower is required to pay.

**Application Fee:** The fee that a mortgage lender charges to apply for a mortgage to cover processing costs.

**Appraisal:** A professional analysis, including references to sales of comparable properties, used to estimate the value of the property.

**Appraiser:** A professional who conducts an analysis of the property, including references to sales of comparable properties in order to develop an estimate of the value of the property. The appraiser's report is called an "appraisal."

**Appreciation:** An increase in the market value of a home due to changing market conditions and/or home improvements.

**Arbitration:** A process where disputes are settled by referring them to an impartial third party (arbitrator) chosen by the disputing parties who agree in advance to abide by the decision of the arbitrator. There is a hearing where both parties have an opportunity to be heard, after which the arbitrator issues the decision.

**Asbestos** A toxic material that was once used to make insulation and fireproofing material in houses. Because some forms of asbestos have been linked to certain lung diseases, it is no longer used in new homes. However, some older homes may still have asbestos in these materials.

**Assets:** Everything of value an individual owns.

**Assumption:** A homebuyer's agreement to take on the primary liability for paying an existing mortgage from a home seller.

**Balloon Mortgage:** A mortgage with monthly payments based on a 30-year amortization schedule and the unpaid principal balance due in a lump sum payment at the end of a specific period (usually 5 or 7 years) earlier than 30 years. The mortgage contains an option to reset the interest rate to the current market rate and to extend the maturity date provided certain conditions are satisfied.

**Bankruptcy:** Legally declared unable to pay your debts as they become due. Bankruptcy can severely impact your ability to borrow money. Talk to a credit counselor as soon as you realize you are having problems paying your bills on time to try to prevent bankruptcy.

**Capacity:** Your ability to make your mortgage payments on time. This depends on your income and income stability, your assets and reserves, and the amount of your income each month that is available after you have paid for your housing costs, debts and other obligations.

**Closing (Closing Date):** When the real estate transaction between buyer and seller is completed. The buyer signs the mortgage documents and the closing costs are paid. Also known as the settlement date.

**Closing Agent:** A person that coordinates closing-related activities, such as recording the closing documents and disbursing funds.

**Closing Costs:** The costs to complete the real estate transaction. These costs are in addition to the price of the home and are paid at closing. They include points, taxes, title insurance, financing costs and items that must be prepaid or escrowed and other costs. Ask a lender or real estate professional for a complete list of closing cost items.

**Collateral:** Property which is pledged as security for a debt. In the case of a mortgage, the collateral would be the land, the house, and other buildings and improvements.

**Commitment Letter:** A letter from your lender that states the amount of the mortgage, the number of years to repay the mortgage (the term), the interest rate, the loan origination fee, the annual percentage rate and the monthly charges.

**Concession:** Something yielded or conceded in negotiating a transaction.

**Condominium:** A unit in a multiunit building. The owner of a condominium unit owns the unit itself and has the right, along with other owners, to use the common areas but does not own the common elements such as the exterior walls, floors and ceilings or the structural systems outside of the unit; these are owned by the condominium association. There are usually condominium association fees for maintenance for building and property upkeep, taxes and insurance on the common areas and reserves for improvements.

**Counter-offer:** An offer made in return by the person who rejects the previous offer.

**Credit:** The ability of a person to borrow money, or obtain goods with payments over time, as a consequence of the favorable opinion held by a lender as to the person's financial situation and reliability.

**Credit Bureau:** A company that gathers information on consumers who use credit and sells that information in the form of a credit report to credit lenders.

**Credit History:** A credit history is a record of credit use. It is comprised of a list of individual consumer debts and an indication as to whether or not these debts were paid back in a timely fashion or "as agreed."

Credit institutions have developed a complex recording system of documenting your credit history. This is called a credit report.

**Credit Report:** A document used by the credit industry to examine an individual's use of credit. It provides information on money that individuals have borrowed from credit institutions and a history of payments.

**Credit Score:** A computer-generated number that summarizes an individual's credit profile and predicts the likelihood that a borrower will repay future obligations.

**Creditworthy:** Your ability to qualify for credit and repay debts.

**Debt:** A sum of money owed from one person or institution to another person or institution.

**Debt-to-Income Ratio:** The percentage of gross monthly income that goes toward paying for your monthly housing expense, installment debts, alimony, child support, car payments, and payments on revolving or open-ended accounts such as credit cards.

**Deed:** The legal documents conveying title to a property

**Deed of Trust:** A legal document in which the borrower conveys the title to a 3rd party (trustee) to hold as security for the lender. When the loan is paid in full the trustee reconveys the deed to the borrower. If the borrower defaults on the loan the trustee will sell the property and pay the lender the mortgage debt.

**Default:** Failure to perform a legal obligation; a default includes failure to pay on a financial obligation, but may also be a failure to perform some action or service that is nonmonetary.

**Deposit:** The amount of money you put down on a house to hold it.

**Depreciation:** A decline in the value of a house due to changing market conditions, decline of a neighborhood or lack of upkeep on a home.

**Down Payment:** A portion of the price of a home, usually between 3-20%, not borrowed and paid up front.

**Earnest Money Deposit:** The deposit you make to show that you are committed to buying the home. The deposit will not be refunded to you after the seller accepts your offer, unless one of the sales contract contingencies is not satisfied.

**Equity:** The value in your home above the total amount of the liens against your home. If you owe \$100,000 on your house but it is worth \$130,000, you have \$30,000 of equity.

**Escrow:** The holding of money or documents by a neutral third party prior to closing. It can also be an account held by the lender (or servicer) into which a homeowner pays money for taxes and insurance.

**Fixed-Rate Mortgage:** A mortgage with an interest rate that does not change during the entire term of the loan.

**Foreclosure:** A legal action that terminates all ownership rights in a home when the homebuyer fails to make the mortgage payments or is otherwise in default under the terms of the mortgage.

**Gift Letter:** A letter that a family member writes verifying that he/she has given you a certain amount of money as a gift and that you do not have to repay it. You can use this money towards a portion of your down payment through some mortgage products.

**Good-Faith Estimate:** A written statement itemizing the approximate costs and fees for the mortgage.

**Gross Monthly Income:** The income you earn in a month before taxes and other deductions. Under certain circumstances, it may also include rental income, self-employed income, income from alimony, child support, public assistance payments, and retirement benefits.

**Home Inspection:** A professional inspection of a home to review the condition of the property. The inspection should include an evaluation of the plumbing, heating and cooling systems, roof, wiring, foundation and pest infestation.

**Homeowner's Insurance:** A policy that protects you and the lender from fire or flood, which damages the structure of the house; a liability, such as an injury to a visitor to your home; or damage to your personal property, such as your furniture, clothes or appliances.

**Housing Expense Ratio:** The percentage of your gross monthly income that goes toward paying for your housing expenses.

**HUD-1 settlement statement:** A final listing of the costs of the mortgage transaction. It provides the sales price, and down payment, as well as the total settlement costs required from the buyer and seller.

**Index:** The published index of interest rates on a publicly traded debt security used to calculate the interest rate for an ARM. The index is usually an average of the interest rates on a particular type of security such as the LIBOR.

**Individual Retirement Account (IRA):** A tax-deferred plan that can help build a retirement nest egg.

**Inflation:** An increase in the general level of prices.

**Inquiry:** A request for a copy of your credit report. An inquiry occurs every time you fill out a credit application and/or request more credit. Too many inquiries on a credit report can lower your credit score.

**Interest:** The cost you pay to borrow money. It is the payment you make to a lender for the money it has lent to you. Interest is usually expressed as a percentage of the amount borrowed.

**Keogh Funds:** A tax-deferred retirement-savings plan for small business owners or self-employed individuals who have earned income from their trade or business. Contributions to the Keogh plan are tax deductible.

**Liabilities:** Your debts and other monetary obligations.

**Lien:** A claim or charge on property for payment of some debt. With respect to a mortgage, it is the right of the lender to take the title to your property if you do not make the payments due on the mortgage.

**Loan Origination Fees:** The fee paid to your mortgage lender for processing the mortgage application. This fee is usually in the form of points. One point equals 1% of the mortgage amount.

**Lock-in rate:** A written agreement guaranteeing a specific interest rate when your mortgage closes.

**Low-Down-Payment Feature:** A feature of a mortgage, usually a fixed-rate mortgage that helps you buy a home with as little as a 3% down payment.

**Margin:** The amount (expressed as a percentage) added to the index for an ARM to establish the interest rate on each adjustment date.

**Market Value:** The current value of your home based on what a willing purchaser would pay. The value determined by an appraisal is sometimes used to determine market value.

**Mortgage:** A loan secured by a lien on your home. In some states the term mortgage is also used to describe the document you sign to show that you have granted the lender a lien on your home; other states use a deed of trust document instead of a mortgage. It may also be used to indicate the amount of money you borrow, with interest, to purchase your house. The amount of your mortgage is usually the purchase price of the home minus your down payment.

**Mortgage Broker:** An independent finance professional who specializes in bringing together borrowers and lender to facilitate real estate mortgages.

**Mortgage Insurance (MI or PMI):** Insurance needed for mortgages with low down payments (usually less than 20% of the price of the home).

**Mortgage Lender:** The lender providing funds for a mortgage. Lenders also manage the credit and financial information review, the property and the loan application process through closing.

**Mortgage Rate:** The cost or the interest rate you pay to borrow the money to buy your house.

**Mutual Funds:** A fund that pools the money of its investors to buy a variety of securities.

**Net Monthly Income:** Your take-home pay after taxes. It is the amount of money that you actually receive in your paycheck.

**Offer:** A formal bid from the homebuyer to the home seller to purchase a home.

**Open House:** When the seller's real estate agent opens the seller's house to the public. You do not need a real estate agent to attend an open house.

**Points:** 1% of the amount of the mortgage loan. For example, if a loan is made for \$50,000, one point equals \$500.

**Pre-approval Letter:** A letter from a mortgage lender indicating that you qualify for a mortgage of a specific amount. It also shows a home seller that you are a serious buyer.

**Predatory Lending:** Abusive lending practices that include making a mortgage loan to an individual who does not have the income to repay it or repeatedly refinancing a loan, charging high points and fees each time and "packing" credit insurance on to a loan.

**Pre-qualification letter:** A letter from a mortgage lender that states that you are pre-qualified to buy a home but does not commit the lender to a particular mortgage amount.

**Principal:** The amount of money borrowed to buy your house or the amount of the loan that has not yet been paid back to the lender. This does not include the interest you will pay to borrow that money. The principal balance (sometimes called the outstanding or unpaid principal balance) is the amount owed on the loan at any given time. It is the original loan amount minus the total repayments of principal you have made to date.

**Private Mortgage Insurance:** see Mortgage Insurance

**Property Appreciation:** see Appreciation

**Radon:** A toxic gas found in the soil beneath a house that can contribute to cancer and other illnesses.

**Rate Cap:** The limit on the amount that the interest rate on an ARM can increase or decrease during any one adjustment period.

**Ratified Sales Contract:** A contract that shows both you and the seller of the house have agreed to your offer. This offer may include sales contingencies, such as obtaining a mortgage of a certain type and rate, getting an acceptable inspections, making repairs, closing by a certain date, and the like.

**Real Estate Professional:** An individual who provides services in buying and selling homes. The real estate professional is paid a percentage of the home sale price by the seller. Unless you have specifically contracted with a buyer's agent, the real estate professional represents the interest of the property seller. Real estate professionals may be able to refer you to local lenders or mortgage brokers, but are generally not involved in the lending process.

**Refinance:** Obtaining a new mortgage with all or some portion of the proceeds used to pay off the original mortgage.

**Replacement Cost:** The cost to replace damaged personal property without a deduction for depreciation.

**Securities:** A financial form that shows the holder owns a share or shares of a company (stock) or has loaned money to a company or government organization (bond).

**Title:** The right to, and the ownership of, land by the owner. Title is sometimes used to mean the evidence or proof of ownership of land; although another term used for that is "deed."

**Title Insurance:** Insurance that protects lenders and homeowners against loss of their interest in the property because of legal problems with the title.

**Truth-in-Lending Act (TILA):** Federal law which requires disclosure of a truth in lending statement for consumer loans. The statement includes a summary of the total cost of credit such as the APR and other specifics of the loan.

**Underwriting:** The process a lender uses to determine loan approval. It involves evaluating the property and the borrower's credit and ability to pay the mortgage.

**Uniform Residential Loan Application:** A standard mortgage application that your lender will ask you to complete. The form request your income, assets, liabilities and a description of the property you plan to buy, among other things.

**Warranties:** Written guarantees of the quality of a product and the promise to repair or replace defective parts free of charge.

**24 CFR Part 982**  
**Homeownership Option**  
**Index**  
**§ 982.625 General.**  
**§ 982.626 Initial requirements.**

§ 982.627 Eligibility requirements for families.

§ 982.628 Eligible units.

§ 982.629 Additional PHA requirements for family search and purchase.

§ 982.630 Homeownership counseling.

§ 982.631 Home inspections, contract of sale, and PHA disapproval of seller.

§ 982.632 Financing purchase of home; affordability of purchase.

§ 982.633 Continued assistance requirements; Family obligations.

§ 982.634 Maximum term of homeownership assistance.

§ 982.635 Amount and distribution of monthly homeownership assistance payment.

§ 982.636 Portability.

§ 982.637 Move with continued tenant-based assistance.

§ 982.638 Denial or termination of assistance for family.

§ 982.639 Administrative fees.

§ 982.640 [Removed]

§ 982.641 Applicability of other requirements.

**§ 982.625 Homeownership option: General.**

(a) The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family.

(b) A family assisted under the homeownership option may be a newly admitted or existing participant in the program.

(c) Forms of homeownership assistance. (1) A PHA may provide one of two forms of homeownership assistance for a family:

(i) Monthly homeownership assistance payments; or

(ii) A single downpayment assistance grant.

(2) Prohibition against combining forms of homeownership assistance. A family may only receive one form of homeownership assistance. Accordingly, a family that includes a person who was an adult member of a family that previously received either of the two forms of homeownership assistance may not receive the other form of homeownership assistance from any PHA.

(d) PHA choice to offer homeownership options. (1) The PHA may choose to offer either or both forms of homeownership assistance under this subpart, or choose not to offer either form of assistance.

However, the PHA must offer either form of homeownership assistance if necessary as a reasonable accommodation for a person with disabilities in accordance with § 982.601(b)(3).

(2) It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA will determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

(e) Family choice. (1) The family chooses whether to participate in the homeownership option if offered by the PHA.

(2) If the PHA offers both forms of homeownership assistance, the family chooses which form of homeownership assistance to receive.

(f) The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and useable by persons with disabilities in accordance with part 8 of this title. (See § 982.316 concerning occupancy by a live-in aide.)

(g) The PHA must have the capacity to operate a successful Section 8 homeownership program. The PHA has the required capacity if it satisfies either paragraph (g)(1), (g)(2), or (g)(3) of this section.

(1) The PHA establishes a minimum homeowner downpayment requirement of at least 3 percent of the purchase price for participation in its Section 8 homeownership program, and requires that at least one

percent of the purchase price come from the family's personal resources;

(2) The PHA requires that financing for purchase of a home under its Section 8 homeownership program:

- (i) Be provided, insured, or guaranteed by the state or Federal government;
- (ii) Comply with secondary mortgage market underwriting requirements; or
- (iii) Comply with generally accepted private sector underwriting standards; or

(3) The PHA otherwise demonstrates in its Annual Plan that it has the capacity, or will acquire the capacity, to successfully operate a Section 8 homeownership program.

(h) Recapture of homeownership assistance. A PHA shall not impose or enforce any requirement for the recapture of voucher homeownership assistance on the sale or refinancing of a home purchased with assistance under the homeownership option.

(i) Applicable requirements. The following specify what regulatory provisions (under the heading "homeownership option") are applicable to either or both forms of homeownership assistance (except as otherwise specifically provided):

(1) Common provisions. The following provisions apply to both forms of homeownership assistance:

- (i) Section 982.625 (General);
- (ii) Section 982.626 (Initial requirements);
- (iii) Section 982.627 (Eligibility requirements for families);
- (iv) Section 982.628 (Eligible units);
- (v) Section 982.629 (Additional PHA requirements for family search and purchase);
- (vi) Section 982.630 (Homeownership counseling);
- (vii) Section 982.631 (Home inspections, contract of sale, and PHA disapproval of seller);
- (viii) Section 982.632 (Financing purchase of home; affordability of purchase);
- (ix) Section 982.636 (Portability);
- (x) Section 982.638 (Denial or termination of assistance for family); and
- (xi) Section 982.641 (Applicability of other requirements).

(2) Monthly homeownership assistance payments. The following provisions only apply to homeownership assistance in the form of monthly homeownership assistance payments:

- (i) Section 982.633 (Continued assistance requirements; family obligations);
- (ii) Section 982.634 (Maximum term of homeownership assistance);
- (iii) Section 982.635 (Amount and distribution of monthly homeownership assistance payment);
- (iv) Section 982.637 (Move with continued tenant-based assistance); and
- (v) Section 982.639 (Administrative fees).

(3) Downpayment assistance grant. The following provision only applies to homeownership assistance in the form of a downpayment assistance grant: Section 982.643 (Downpayment assistance grants).

**§ 982.626 Homeownership option: Initial requirements.**

(a) List of initial requirements. Before commencing homeownership assistance for a family, the PHA must determine that all of the following initial requirements have been satisfied:

- (1) The family is qualified to receive homeownership assistance (see § 982.627);
- (2) The unit is eligible (see § 982.628); and
- (3) The family has satisfactorily completed the PHA program of required pre-assistance homeownership counseling (see § 982.630).

(b) Additional PHA requirements. Unless otherwise provided in this part, the PHA may limit homeownership assistance to families or purposes defined by the PHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

(c) Environmental requirements. The PHA is responsible for complying with the authorities listed in § 58.6 of this title requiring the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibiting assistance for acquiring units in the coastal barriers resource system, and requiring notification to the purchaser of units in airport runway clear zones and airfield clear zones.

**§ 982.627 Homeownership option: Eligibility requirements for families.**

(a) Determination whether family is qualified. The PHA may not provide homeownership assistance for a family unless the PHA determines that the family satisfies all of the following initial requirements at commencement of homeownership assistance for the family:

(1) The family has been admitted to the Section 8 Housing Choice Voucher program, in accordance with subpart E of this part.

(2) The family satisfies any first-time homeowner requirements (described in paragraph (b) of this section).

(3) The family satisfies the minimum income requirement (described in paragraph (c) of this section).

(4) The family satisfies the employment requirements (described in paragraph (d) of this section).

(5) The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option (see paragraph (e) of this section).

(6) Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.

(7) Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with § 982.631(c).

(8) The family also satisfies any other initial requirements established by the PHA (see § 982.626(b)).

Any such additional requirements must be described in the PHA administrative plan.

(b) First-time homeowner requirements. At commencement of homeownership assistance for the family, the family must be any of the following:

(1) A first-time homeowner (defined at § 982.4);

(2) A cooperative member (defined at § 982.4); or

(3) A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person, in accordance with part 8 of this title.

(c) Minimum income requirements. (1) At commencement of monthly homeownership assistance payments for the family, or at the time of a downpayment assistance grant for the family, the family must demonstrate that the annual income, as determined by the PHA in accordance with § 5.609 of this title, of the adult family members who will own the home at commencement of homeownership assistance is not less than:

(i) In the case of a disabled family (as defined in § 5.403(b) of this title), the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or

(ii) In the case of other families, the Federal minimum wage multiplied by 2,000 hours.

(2)(i) Except in the case of an elderly family or a disabled family (see the definitions of these terms at § 5.403(b) of this title), the PHA shall not count any welfare assistance received by the family in determining annual income under this section.

(ii) The disregard of welfare assistance income under paragraph (c)(2)(i) of this section only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:

(A) The determination of income-eligibility for admission to the voucher program;

(B) Calculation of the amount of the family's total tenant payment (gross family contribution); or

(C) Calculation of the amount of homeownership assistance payments on behalf of the family.

(iii) In the case of an elderly or disabled family, the PHA shall include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum income requirement.

- (3) A PHA may establish a minimum income standard that is higher than those described in paragraph (c)(1) of this section for either or both types of families. However, a family that meets the applicable HUD minimum income requirement described in paragraph (c)(1) of this section, but not the higher standard established by the PHA shall be considered to satisfy the minimum income requirement if:
- (i) The family demonstrates that it has been pre-qualified or pre-approved for financing;
  - (ii) The pre-qualified or pre-approved financing meets any PHA established requirements under § 982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and
  - (iii) The pre-qualified or pre-approved financing amount is sufficient to purchase housing that meets HQS in the PHA's jurisdiction.
- (d) Employment requirements. (1) Except as provided in paragraph (d)(2) of this section, the family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:
- (i) Is currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and
  - (ii) Has been continuously so employed during the year before commencement of homeownership assistance for the family.
- (2) The PHA shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. The PHA may count successive employment during the year. The PHA may count self-employment in a business.
- (3) The employment requirement does not apply to an elderly family or a disabled family (see the definitions of these terms at § 5.403(b) of this title). Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the PHA shall grant an exemption from the employment requirement if the PHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities in accordance with part 8 of this title.
- (4) A PHA may not establish an employment requirement in addition to the employment standard established by this paragraph.
- (e) Prohibition against assistance to family that has defaulted. The PHA shall not commence homeownership assistance for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

**§ 982.628 Homeownership option: Eligible units.**

- (a) Initial requirements applicable to the unit. The PHA must determine that the unit satisfies all of the following requirements:
- (1) The unit is eligible. (See § 982.352. Paragraphs (a)(6), (a)(7) and (b) of § 982.352 do not apply.)
  - (2) The unit is either under construction or already existing at the time the family enters into the contract of sale.
  - (3) The unit is either a one-unit property (including a manufactured home) or a single dwelling unit in a cooperative or condominium.
  - (4) The unit has been inspected by a PHA inspector and by an independent inspector designated by the family (see § 982.631).
  - (5) The unit satisfies the HQS (see § 982.401 and § 982.631).
- (b) Purchase of home where family will not own fee title to the real property. Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if:
- (1) The home is located on a permanent foundation; and
  - (2) The family has the right to occupy the home site for at least forty years.

(c) PHA disapproval of seller. The PHA may not commence homeownership assistance for occupancy of a home if the PHA has been informed (by HUD or otherwise) that the seller of the home is debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

(d) PHA-owned units. Homeownership assistance may be provided for the purchase of a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA), only if all of the following conditions are satisfied:

- (1) The PHA must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
- (2) The unit is not ineligible housing;
- (3) The PHA must obtain the services of an independent agency, in accordance with § 982.352(b)(1)(iv)(B) and (C), to perform the following PHA functions:
  - (i) Inspection of the unit for compliance with the HQS, in accordance with § 982.631(a);
  - (ii) Review of the independent inspection report, in accordance with § 982.631(b)(4);
  - (iii) Review of the contract of sale, in accordance with § 982.631(c); and
  - (iv) Determination of the reasonableness of the sales price and any PHA provided financing, in accordance with § 982.632 and other supplementary guidance established by HUD.

**§ 982.629 Homeownership option: Additional PHA requirements for family search and purchase.**

- (a) The PHA may establish the maximum time for a family to locate a home, and to purchase the home.
- (b) The PHA may require periodic family reports on the family's progress in finding and purchasing a home.
- (c) If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

**§ 982.630 Homeownership option: Homeownership counseling.**

- (a) Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA (pre-assistance counseling).
- (b) Suggested topics for the PHA-required pre-assistance counseling program include:
  - (1) Home maintenance (including care of the grounds);
  - (2) Budgeting and money management;
  - (3) Credit counseling;
  - (4) How to negotiate the purchase price of a home;
  - (5) How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
  - (6) How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
  - (7) Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
  - (8) Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
  - (9) Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.
- (c) The PHA may adapt the subjects covered in pre-assistance counseling (as listed in paragraph (b) of this section) to local circumstances and the needs of individual families.
- (d) The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the

homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

(e) If the PHA is not using a HUD-approved housing counseling agency to provide the counseling for families participating in the homeownership option, the PHA should ensure that its counseling program is consistent with the homeownership counseling provided under HUD's Housing Counseling program.

**§ 982.631 Homeownership option: Home inspections, contract of sale, and PHA disapproval of seller.**

(a) HQS inspection by PHA. The PHA may not commence monthly homeownership assistance payments or provide a downpayment assistance grant for the family until the PHA has inspected the unit and has determined that the unit passes HQS.

(b) Independent inspection. (1) The unit must also be inspected by an independent professional inspector selected by and paid by the family.

(2) The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

(3) The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

(4) The independent inspector must provide a copy of the inspection report both to the family and to the PHA. The PHA may not commence monthly homeownership assistance payments, or provide a downpayment assistance grant for the family, until the PHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the PHA's tenant-based rental voucher program), the PHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

(c) Contract of sale. (1) Before commencement of monthly homeownership assistance payments or receipt of a downpayment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale (see also § 982.627(a)(7)).

(2) The contract of sale must:

(i) Specify the price and other terms of sale by the seller to the purchaser.

(ii) Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser.

(iii) Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

(iv) Provide that the purchaser is not obligated to pay for any necessary repairs.

(v) Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under part 24 of this title.

(d) PHA disapproval of seller. In its administrative discretion, the PHA may deny approval of a seller for any reason provided for disapproval of an owner in § 982.306(c).

**§ 982.632 Homeownership option: Financing purchase of home; affordability of purchase.**

(a) The PHA may establish requirements for financing purchase of a home to be assisted under the homeownership option. Such PHA requirements may include requirements concerning qualification of lenders (for example, prohibition of seller financing or case-by-case approval of seller financing), or concerning terms of financing (for example, a prohibition of balloon payment mortgages, establishment of

a minimum homeowner equity requirement from personal resources, or provisions required to protect borrowers against high cost loans or predatory loans). A PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

(b) If the purchase of the home is financed with FHA mortgage insurance, such financing is subject to FHA mortgage insurance requirements.

(c) The PHA may establish requirements or other restrictions concerning debt secured by the home.

(d) The PHA may review lender qualifications and the loan terms before authorizing homeownership assistance. The PHA may disapprove proposed financing, refinancing or other debt if the PHA determines that the debt is unaffordable, or if the PHA determines that the lender or the loan terms do not meet PHA qualifications. In making this determination, the PHA may take into account other family expenses, such as child care, unreimbursed medical expenses, homeownership expenses, and other family expenses as determined by the PHA.

(e) All PHA financing or affordability requirements must be described in the PHA administrative plan.

**§ 982.633 Homeownership option: Continued assistance requirements; Family obligations.**

(a) Occupancy of home. Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

(b) Family obligations. The family must comply with the following obligations.

(1) Ongoing counseling. To the extent required by the PHA, the family must attend and complete ongoing homeownership and housing counseling.

(2) Compliance with mortgage. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

(3) Prohibition against conveyance or transfer of home. (i) So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to § 982.551(h) and (i).

(ii) The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

(iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with § 982.551(h).

(4) Supplying required information. (i) The family must supply required information to the PHA in accordance with § 982.551(b).

(ii) In addition to other required information, the family must supply any information as required by the PHA or HUD concerning:

(A) Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;

(B) Any sale or other transfer of any interest in the home; or

(C) The family's homeownership expenses.

(5) Notice of move-out. The family must notify the PHA before the family moves out of the home.

(6) Notice of mortgage default. The family must notify the PHA if the family defaults on a mortgage securing any debt incurred to purchase the home.

(7) Prohibition on ownership interest on second residence. During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other residential property.

(8) Additional PHA requirements. The PHA may establish additional requirements for continuation of homeownership assistance for the family (for example, a requirement for post-purchase homeownership counseling or for periodic unit inspections while the family is receiving homeownership assistance). The family must comply with any such requirements.

(9) Other family obligations. The family must comply with the obligations of a participant family described in § 982.551. However, the following provisions do not apply to assistance under the homeownership option: § 982.551(c), (d), (e), (f), (g) and (j).

(c) Statement of homeowner obligations. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.

**§ 982.634 Homeownership option: Maximum term of homeownership assistance.**

(a) Maximum term of assistance. Except in the case of a family that qualifies as an elderly or disabled family (see paragraph (c) of this section), the family members described in paragraph (b) of this section shall not receive homeownership assistance for more than:

(1) Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or

(2) Ten years, in all other cases.

(b) Applicability of maximum term. The maximum term described in paragraph (a) of this section applies to any member of the family who:

(1) Has an ownership interest in the unit during the time that homeownership payments are made; or

(2) Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

(c) Exception for elderly and disabled families. (1) As noted in paragraph (a) of this section, the maximum term of assistance does not apply to elderly and disabled families.

(2) In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

(3) If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced.

However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this part).

(d) Assistance for different homes or PHAs. If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in paragraph (a) of this section.

**§ 982.635 Homeownership option: Amount and distribution of monthly homeownership assistance payment.**

(a) Amount of monthly homeownership assistance payment. While the family is residing in the home, the PHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

(1) The payment standard minus the total tenant payment; or

(2) The family's monthly homeownership expenses minus the total tenant payment.

(b) Payment standard for family. (1) The payment standard for a family is the lower of:

(i) The payment standard for the family unit size; or

(ii) The payment standard for the size of the home.

(2) If the home is located in an exception payment standard area, the PHA must use the appropriate payment standard for the exception payment standard area.

(3) The payment standard for a family is the greater of:

(i) The payment standard (as determined in accordance with paragraphs (b)(1) and (b)(2) of this section) at the commencement of homeownership assistance for occupancy of the home; or

(ii) The payment standard (as determined in accordance with paragraphs (b)(1) and (b)(2) of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

(4) The PHA must use the same payment standard schedule, payment standard amounts, and subsidy standards pursuant to §§ 982.402 and 982.503 for the homeownership option as for the rental voucher program.

(c) Determination of homeownership expenses. (1) The PHA shall adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

(2) Homeownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by the PHA to cover:

(i) Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

(ii) Real estate taxes and public assessments on the home;

(iii) Home insurance;

(iv) The PHA allowance for maintenance expenses;

(v) The PHA allowance for costs of major repairs and replacements;

(vi) The PHA utility allowance for the home;

(vii) Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of this title; and

(viii) Land lease payments (where a family does not own fee title to the real property on which the home is located; see § 982.628(b)).

(3) Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

(i) The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

(ii) Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

(iii) Home insurance;

(iv) The PHA allowance for maintenance expenses;

(v) The PHA allowance for costs of major repairs and replacements;

(vi) The PHA utility allowance for the home; and

(vii) Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person, in accordance with part 8 of this title.

(4) If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

(d) Payment to lender or family. The PHA must pay homeownership assistance payments either:

(1) Directly to the family or;

(2) At the discretion of the PHA, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

(e) Automatic termination of homeownership assistance. Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

**§ 982.636 Homeownership option: Portability.**

(a) General. A family may qualify to move outside the initial PHA jurisdiction with continued homeownership assistance under the voucher program in accordance with this section.

(b) Portability of homeownership assistance. Subject to § 982.353(b) and (c), § 982.552, and § 982.553, a family determined eligible for homeownership assistance by the initial PHA may purchase a unit outside of the initial PHA's jurisdiction, if the receiving PHA is administering a voucher homeownership program and is accepting new homeownership families.

(c) Applicability of Housing Choice Voucher program portability procedures. In general, the portability procedures described in §§ 982.353 and 982.355 apply to the homeownership option and the administrative responsibilities of the initial and receiving PHA are not altered except that some administrative functions (e.g, issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

(d) Family and PHA responsibilities. The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

(e) Continued assistance under § 982.637. Such continued assistance under portability procedures is subject to § 982.637.

**§ 982.637 Homeownership option: Move with continued tenant-based assistance.**

(a) Move to new unit. (1) A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance in accordance with this section. The family may move either with voucher rental assistance (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements).

(2) The PHA may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

(3) The PHA may establish policies that prohibit more than one move by the family during any one year period.

(b) Requirements for continuation of homeownership assistance. The PHA must determine that all initial requirements listed in § 982.626 have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:

(1) The requirement for pre-assistance counseling (§ 982.630) is not applicable. However, the PHA may require that the family complete additional counseling (before or after moving to a new unit with continued assistance under the homeownership option).

(2) The requirement that a family must be a first-time homeowner (§ 982.627) is not applicable.

(c) When PHA may deny permission to move with continued assistance. The PHA may deny permission to move to a new unit with continued voucher assistance as follows:

(1) Lack of funding to provide continued assistance. The PHA may deny permission to move with

continued rental or homeownership assistance if the PHA determines that it does not have sufficient funding to provide continued assistance.

(2) Termination or denial of assistance under § 982.638. At any time, the PHA may deny permission to move with continued rental or homeownership assistance in accordance with § 982.638.

**§ 982.638 Homeownership option: Denial or termination of assistance for family.**

(a) General. The PHA shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family, in accordance with this section.

(b) Denial or termination of assistance under basic voucher program. At any time, the PHA may deny or terminate homeownership assistance in accordance with § 982.552 (Grounds for denial or termination of assistance) or § 982.553 (Crime by family members).

(c) Failure to comply with family obligations. The PHA may deny or terminate assistance for violation of participant obligations described in § 982.551 or § 982.633.

(d) Mortgage default. The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The PHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the PHA must deny such permission, if:

(1) The family defaulted on an FHA-insured mortgage; and

(2) The family fails to demonstrate that:

(i) The family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and

(ii) The family has moved, or will move, from the home within the period established or approved by HUD.

**§ 982.639 Homeownership option: Administrative fees.**

The ongoing administrative fee described in § 982.152(b) is paid to the PHA for each month that homeownership assistance is paid by the PHA on behalf of the family.

**§ 982.640 [Removed]**

**§ 982.641 Homeownership option: Applicability of other requirements.**

(a) General. The following types of provisions (located in other subparts of this part) do not apply to assistance under the homeownership option:

(1) Any provisions concerning the Section 8 owner or the HAP contract between the PHA and owner;

(2) Any provisions concerning the assisted tenancy or the lease between the family and the owner;

(3) Any provisions concerning PHA approval of the assisted tenancy;

(4) Any provisions concerning rent to owner or reasonable rent; and

(5) Any provisions concerning the issuance or term of voucher.

(b) Subpart G requirements. The following provisions of subpart G of this part do not apply to assistance under the homeownership option:

(1) Section 982.302 (Issuance of voucher; Requesting PHA approval of assisted tenancy);

(2) Section 982.303 (Term of voucher);

(3) Section 982.305 (PHA approval of assisted tenancy);

(4) Section 982.306 (PHA disapproval of owner) (except that a PHA may disapprove a seller for any reason described in paragraph (c), see § 982.631(d)).

(5) Section 982.307 (Tenant screening);

(6) Section 982.308 (Lease and tenancy);

- (7) Section 982.309 (Term of assisted tenancy);
  - (8) Section 982.310 (Owner termination of tenancy);
  - (9) Section 982.311 (When assistance is paid) (except that § 982.311(c)(3) is applicable to assistance under the homeownership option);
  - (10) Section 982.313 (Security deposit: Amounts owed by tenant); and
  - (11) Section 982.314 (Move with continued tenant-based assistance).
- (c) Subpart H requirements. The following provisions of subpart H of this part do not apply to assistance under the homeownership option:
- (1) Section 982.352(a)(6) (Prohibition of owner-occupied assisted unit);
  - (2) Section 982.352(b) (PHA-owned housing); and
  - (3) Those provisions of § 982.353(b)(1), (2), and (3) (Where family can lease a unit with tenant-based assistance) and § 982.355 (Portability: Administration by receiving PHA) that are inapplicable per § 982.636;
- (d) Subpart I requirements. The following provisions of subpart I of this part do not apply to assistance under the homeownership option:
- (1) Section 982.403 (Terminating HAP contract when unit is too small);
  - (2) Section 982.404 (Maintenance: Owner and family responsibility; PHA remedies); and
  - (3) Section 982.405 (PHA initial and periodic unit inspection).
- (e) Subpart J requirements. The requirements of subpart J of this part (Housing Assistance Payments Contract and Owner Responsibility) (§§ 982.451-456) do not apply to assistance under the homeownership option.
- (f) Subpart K requirements. Except for those sections listed below, the requirements of subpart K of this part (Rent and Housing Assistance Payment) (§§ 982.501-521) do not apply to assistance under the homeownership option:
- (1) Section 982.503 (Voucher tenancy: Payment standard amount and schedule);
  - (2) Section 982.516 (Family income and composition: Regular and interim reexaminations); and
  - (3) Section 982.517 (Utility allowance schedule).
- (g) Subpart L requirements. The following provisions of subpart L of this part do not apply to assistance under the homeownership option:
- (1) Section 982.551(c) (HQS breach caused by family);
  - (2) Section 982.551(d) (Allowing PHA inspection);
  - (3) Section 982.551(e) (Violation of lease);
  - (4) Section 982.551(g) (Owner eviction notice); and
  - (5) Section 982.551(j) (Interest in unit).
- (h) Subpart M requirements. The following provisions of subpart M of this part do not apply to assistance under the homeownership option:
- (1) Sections 982.602-982.619; and
  - (2) Sections 982.622-982.624.

Dated: October 8, 2002.

Michael M. Liu,

Assistant Secretary for Public and Indian Housing.



Hartford Tenants Rights Federation, Inc.  
15 Pavilion Street  
Hartford, Connecticut 06120  
246-7291

October 12, 2004

Lucinda S. Thomas  
Executive Director

John D. Wardlaw, Executive Director/HHA  
Hartford Housing Authority  
180 Overlook Terrace  
Hartford, Connecticut 06106

Dear Mr. John Wardlaw:

RE: AGENCY PLAN 2005

As the recognized citywide representative of the tenants of public housing in the city of Hartford, we have reviewed the HHA Agency Plan that is to be implemented for the coming 2005 year. We have made the following assessments:

1. Charges to the tenants

We cannot endorse the charge of \$20.93 per hour to the tenants by HHA when not every development uses the same standard materials for repairs. We tried to explain this to your representatives when we meet with them on 9/24/04. If these meetings are set-up early in the year so that we can actually comment and get together in a different setting to come up with a better conclusion.

2. Excess utility consumption charges

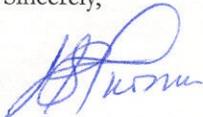
It will be very unfair to only charge the tenants on "Flat" rent for excess utility consumption and not charge the 30% residents. The use of excess utility should be applied across the board, that is the only way you will be giving fair and equal treatment to all.

In closing, H.T.R.F is willing to endorse the following as they are written:

- a) **Emergency Procedures**
- b) **Dwelling Lease Changes**
- c) **Income Calculations regarding Medicare Prescription Card and Dwelling Lease Changes.**

If you have any further question feel free to contact me at 860-246-7291.

Sincerely,



Lucinda S. Thomas  
Executive Director/HTRF

Sincerely,



Mary Gouch  
President/HTRF

**Certification by State or Local Official of PHA Plans Consistency with  
the Consolidated Plan**

I, Eddie A. Perez the Mayor of the City of Hartford certify  
that the Five Year and Annual PHA Plan of the Housing Authority of the City of Hartford is  
consistent with the Consolidated Plan of the City of Hartford, Connecticut prepared  
pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official

Eddie A. Perez, Mayor

**THE HOUSING AUTHORITY OF THE CITY OF HARTFORD  
RESOLUTION NO. 2004 – 09**

**AGENCY PLAN 2005**

**WHEREAS**, The United States Congress' Quality Housing and Work Responsibility Act of 1998 (QHWRA) requires the submission of the 5 – Year Plan and Annual Plan for each Housing Authority under the jurisdiction of the Department of Housing and Urban Development (HUD) each year; and

**WHEREAS**, The Housing Authority of the City of Hartford has developed said plans in accordance with QHWRA and the applicable Public and Indian Housing Notices published by HUD; and

**WHEREAS**, elements of the Agency Plans are required to be incorporated in the Admissions and Continued Occupancy Plan, the Section 8 Administrative Plan and Lease of the Authority; and

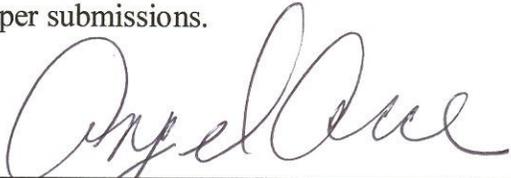
**WHEREAS**, the changes to the Agency Plans, the Admissions and Continued Occupancy Plan, and the Section 8 Administrative Plan were made available for public review and comment prior to and at a Public Hearing; and

**WHEREAS**, said changes were presented and discussed at a Public Hearing and other meetings arranged at the convenience of residents with the assistance of the Hartford Tenants Rights Federation, the Resident Advisory Boards, and their affiliated tenants officers as well as representatives of the Section 8 program; NOW, THEREFORE, BE IT

**RESOLVED**, That the Board of Commissioners at a meeting held Tuesday, October 12, 2004, hereby authorize and direct the Chairperson of the Board of Commissioners to sign the PHA Certification of Compliance with the PHA Plans and Related Regulations which are attached, and authorizes and directs the Executive Director to sign any and all ancillary certifications, disclosures and other related documents that are required in the submission of the Admissions and Continued Occupancy Plan, Section 8 Administrative Plan, in order to effect their proper submissions.

October 12, 2004

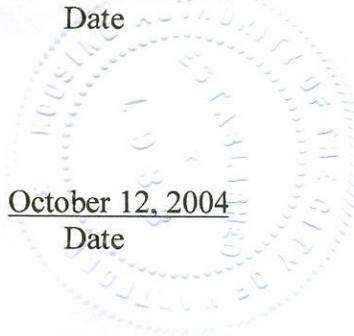
Date

  
\_\_\_\_\_  
Angel Arce, Chairperson

October 12, 2004

Date

  
\_\_\_\_\_  
John D. Wardlaw, Secretary



# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

<b>PHA Name: Hartford Housing Authority</b> <b>475 Flatbush Ave.</b> <b>Hartford, CT 06106</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: <b>CT26P00350105</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2005</b>

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	<b>\$40,000.00</b>			
3	1408 Management Improvements	<b>80,668.00</b>			
4	1410 Administration	<b>239,818.00</b>			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	<b>155,104.00</b>			
8	1440 Site Acquisition				
9	1450 Site Improvement	<b>235,000.00</b>			
10	1460 Dwelling Structures	<b>1,618,599.00</b>			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	<b>29,000.00</b>			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$2,398,189.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Pages

PHA Name: <b>Hartford Housing Authority</b>		Grant Type and Number			Federal FY of Grant: <b>2005</b>			
		Capital Fund Program Grant No: <b>CT26P00350105</b>						
		Replacement Housing Factor Grant No:						
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	
<b>CT 3-1</b>								
<b>Nelton Court</b>	<b>Building Renovations</b>	<b>1460</b>		<b>\$1,361,930.00</b>				
<b>CT 3-3</b>								
<b>Mary Shepard Place</b>	<b>Site Improvements</b>	<b>1450</b>		<b>\$235,000.00</b>				
<b>CT 3-15, 16 &amp; 17</b>								
<b>Scattered Sites I, II &amp; III</b>	<b>Vacancy Renovations</b>	<b>1460</b>		<b>256,669.00</b>				
<b>Adam Street</b>								
<b>PHA-Wide</b>	<b>Operations</b>	<b>1406</b>		<b>40,000.00</b>				
<b>Agency-Wide</b>	<b>Management Improvements</b>							
	<b>Software for Modernization Dept.</b>	<b>1408</b>		<b>17,668.00</b>				
	<b>Agency computers &amp; softwares</b>	<b>1408</b>		<b>43,000.00</b>				
	<b>Tech. Assis. On HUD NOFAs/Grants</b>	<b>1408</b>		<b>20,000.00</b>				
<b>Agency-Wide</b>	<b>Administration</b>	<b>1410</b>		<b>239,818.00</b>				
<b>Agency-Wide</b>	<b>Fees and Costs</b>	<b>1430</b>		<b>155,104.00</b>				
<b>Agency-Wide</b>	<b>Purchase new vehicle for mod.</b>	<b>1475</b>		<b>29,000.00</b>				
<b>Totals</b>				<b>\$2,398,189.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	



Capital Fund Program Five-Year Action Plan				Capital Fund Program Five-Year Action Plan				Capital Fund Program Five-Year Action Plan				Capital Fund Program Five-Year Action Plan			
Part II: Supporting Pages—Work Activities				Part II: Supporting Pages—Work Activities				Part II: Supporting Pages—Work Activities				Part II: Supporting Pages—Work Activities			
Activities for Year 1		Activities for Year: <u>2</u> FFY Grant: 2006 PHA FY: 12/31/2006		Activities for Year: <u>3</u> FFY Grant: 2007 PHA FY: 12/31/2007		Activities for Year: <u>4</u> FFY Grant: 2008 PHA FY: 12/31/2008		Activities for Year: <u>5</u> FFY Grant: 2009 PHA FY: 12/31/2009							
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost				
See Annual Statement			CT3-3 Mary Shepard Place	Ext. Doors/flooring/kitchens	\$867,705	CT 3-8 Smith Tower.	Elevator upgrade	\$350,000	CT 3-7 Kent Apartments	Elevator upgrade/parking lot paving	\$300,000				
						CT 3-11 Betty Knox Apts.	Elevator upgrade/roof replacement	\$850,000	CT 3-8 Smith Tower	Replace: Parking Lot, Sidewalks & Ext. Lighting	\$400,000				
									CT 3-Smith Tower	Upgrade Heating Temperature Controls	\$300,000				
			CT 3-4 Mary Mahoney Vill.	Install roof/gutters/vehab. Bathroom/cht. doors	\$615,000				CT 3-10, CT3-15, CT 3-16, CT 3-17, Adam St & Scattered Sites	Site Improvements & Repairs: Sidewalks, Fencing, Drainage, Landscaping, Ext Lighting	\$800,000				
			CT 3-7 Kent Apartments	Halfway lighting/doors	\$105,000										
			CT 3-8 Smith Tower	Halfway lighting/doors	\$265,000										
			CT3-11 Betty Knox Apts.	Halfway lighting/vehab. Bathroom	\$858,268										
						CT 3-10,3-15,3-16,3-17 Scattered Sites I, II, III	Replace flooring/interior doors/windows	\$857,894							
			PHA WIDE	Operation Needs	\$40,000	PHA WIDE	Operation Needs	\$50,000	PHA WIDE	Operation Needs	\$20,000				
						PHA WIDE	Tech. Assis. On HUD NOFAs/Grants	\$40,000	PHA WIDE	Tech. Assis. On HUD NOFAs/Grants	\$20,000				
						PHA WIDE	Computer Sys Software/computer & Trng.	\$66,668	PHA WIDE	Tek. Sys/Computer Sys Software & Trng.	\$78,000				
			PHA WIDE	Computer sys software & trng.	\$40,000	PHA WIDE	Computer Sys Software/computer & Trng.	\$66,668	PHA WIDE	Tek. Sys/Computer Sys Software & Trng.	\$78,000				
			PHA WIDE	Mod.Const. Software & Trng.	\$20,000	PHA WIDE	Mod. Const. Software, Computer and Printer	\$12,000	PHA WIDE	Mod. Const. Software, Computer and Printer	\$21,300				
			PHA WIDE	Administrative Salaries & Benefits	\$239,818	PHA WIDE	Administrative Salaries & Benefits	\$239,818	PHA WIDE	Administrative Salaries & Benefits	\$239,818				
			PHA WIDE	Purchase new vehicle for Mod.	\$20,000	PHA WIDE	Purchase new stoves.	\$75,000							
			PHA WIDE	Arch. & Engineering Fees & Costs	\$195,103	PHA WIDE	Arch. & Engineering Fees & Costs	\$189,104	PHA WIDE	Arch. & Engineering Fees & Costs	\$219,071				
			Total CFP Est.Cost		\$2,398,189			\$2,398,189			\$2,398,189				

<b>Capital Fund Program Five-Year Action Plan</b>						
<b>Part I: Summary</b>						
PHA Name <b>Hartford Housing Authority</b>				Original 5-Year Plan		
Development Number/Name/HA-Wide		Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
			FFY Grant: 2006	FFY Grant: 2007	FFY Grant: 2008	FFY Grant: 2009
			PHA FY: 12/31/06	PHA FY: 12/31/07	PHA FY: 12/31/08	PHA FY: 12/31/09
		See Annual Statement				
<b>CT 3-1 Nelton Court</b>						
<b>CT 3-3 Marv Shepard Place</b>				<b>\$867,705</b>		
<b>CT 3-6 Marv Mahoney V.</b>			<b>\$615,000</b>			
<b>CT 3-7 Kent Ants</b>			<b>\$105,000</b>			<b>\$300,000</b>
<b>CT 3-8 Smith Tower</b>			<b>\$265,000</b>		<b>\$350,000</b>	<b>\$700,000</b>
<b>CT 3-11 Betty Knox Ants</b>			<b>\$858,268</b>		<b>\$850,000</b>	
<b>CT3-10.3-15.3-16.3-17 Adam Street. Scattered Sites I,II,III</b>				<b>\$857,894</b>	<b>\$541,283</b>	<b>\$800,000</b>
<b>PHA Wide</b>						
<b>PHA Wide</b>			<b>\$40,000</b>	<b>\$50,000</b>	<b>\$20,000</b>	<b>\$20,000</b>
<b>PHA Wide</b>				<b>\$40,000</b>	<b>\$40,000</b>	<b>\$20,000</b>
<b>PHA Wide</b>			<b>\$40,000</b>	<b>\$66,668</b>	<b>\$143,646</b>	<b>\$78,000</b>
<b>PHA Wide</b>			<b>\$20,000</b>	<b>\$12,000</b>	<b>\$18,500</b>	<b>\$21,300</b>
<b>PHA Wide</b>			<b>\$239,818</b>	<b>\$239,818</b>	<b>\$239,818</b>	<b>\$239,818</b>
<b>PHA Wide</b>			<b>\$20,000</b>	<b>\$75,000</b>		
<b>PHA Wide</b>			<b>\$195,103</b>	<b>\$189,104</b>	<b>\$194,942</b>	<b>\$219,071</b>
CFP Funds Listed for 5-year planning			<b>\$2,398,189</b>	<b>\$2,398,189</b>	<b>\$2,398,189</b>	<b>\$2,398,189</b>
Replacement Housing Factor Funds		ESTIMATE	<b>\$1,129,963</b>	<b>\$1,129,963</b>	<b>\$1,129,963</b>	<b>\$1,129,963</b>

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part I: Summary

<b>PHA Name: Hartford Housing Authority</b> <b>180 Overlook Terrace.</b> <b>Hartford, CT 06106</b>	<b>Grant Type and Number</b>	<b>Federal FY of Grant:</b>
	Capital Fund Program Grant No: <b>CT26P00350101</b> Replacement Housing Factor Grant No:	<b>2001</b>

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: September, 2004 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$40,000.00	\$40,000.00	\$40,000.00	\$275.00
3	1408 Management Improvements	75,000.00	75,000.00	75,000.00	74,649.90
4	1410 Administration	385,327.00	385,327.00	385,327.00	385,327.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	105,104.00	105,104.00	105,104.00	103,180.44
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,779,874.00	2,349,874.00	2,349,874.00	2,141,220.80
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	163,058.00	847,970.00	847,970.00	847,970.00
13	1475 Nondwelling Equipment	50,000.00	50,000.00	50,000.00	49,888.26
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	1,254,912.00	0.00	0.00	0.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$3,853,275.00	\$3,853,275.00	\$3,853,275.00	\$3,602,511.40
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

Part II: Supporting Page 1

PHA Name: <b>Hartford Housing Authority</b>		Grant Type and Number			Federal FY of Grant: <b>2001</b>			
		Capital Fund Program Grant No: <b>CT26P00350101</b>						
		Replacement Housing Factor Grant No:						
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	
CT 3-1 Nelton Court	Develop new units in conjunction with HOPE VI funds	1460		\$1,817,932.00	\$18,865.00	18,865.00	18,865.00	
CT 3-2 Dutch Point	Develop new units in conjunction with HOPE VI funds	1499		1,254,912.00	0.00	0.00	0.00	
CT 3-5 Stowe Village		1460		0	206,266.16	206,266.16	206,266.16	
CT 3-8 Smith Towers	Install Access Touch Pad to Building Lobby.	1460		0.00	22,000.00	22,000.00	22,000.00	
CT 3-10 Adams Street	Replace boilers/hot water svstems	1460		0.00	41,292.00	41,292.00	35,034.70	
CT 3-11 Betty Knox	Doors and Frames	1460		0.00	200,654.43	200,654.43	200,654.43	
CT 3-15 Scatt. S. I	Replace boilers/hot water svstems	1460		25,000.00	236,941.60	236,941.60	174,887.54	62,054.06
CT 3-16 Scatt. S. II	Bathroom tubs/vanities	1460		100,000.00	162,774.40	162,774.40	48,331.05	495,897
CT 3-17 Scatt. S. III	Bathroom tubs/vanities Masonrv Repairs	1460		0.00	400,000.00	300,000.00	300,000.00	100,000.00
PHA Wide	Masonry Repairs	1460		0	492,765.57	492,765.57	477,230.99	
PHA Wide	Operations Needs	1406		40,000.00	37,584.19	35,054.86	125.00	
	File Room Alterations (Main Office)	1406		0.00	2,415.81	2,415.80	150.00	150.00
						2,529.33		
						884.75	884.75	
PHA Wide	Management Improvements	1408						
PHA Wide	Technical Assistance for HUD	1408		40,000.00	50,000.00	197.80	197.80	
	NOFAs And Grants	1408				323.6	323.60	
		1408				49,200.00	49,200.00	
						69.90		
PHA Wide	Computer Svstem/Software & Trainine	1408		23,000.00	22,400.00	22,400.00	22,400.00	
						1,356.25	1,356.25	
"	Modernization Construction Software and Computers and Printers	1408		12,000.00	1,805.00	287.50	287.50	
					795.00			
						130.21		
PHA Wide	Funds for Modernization and Admin. Salaries and Benefits	1410		385,327.00	385,327.00	385,327.00	385,327.00	
PHA Wide	Administration Building	1470		0.00	847,970.00	847,970.00	847,970.00	
PHA Wide	Purchase new stoves and refrigerators	1475		50,000.00	50,000.00	50,000.00	49,888.26	
PHA Wide	Architect & Engineering Fees	1430		105,104.00	105,104.00	105,104.00	103,180.44	
	Totals			\$3,853,275.00	\$3,853,275.00	\$3,853,275.00	\$3,602,511.53	

**Annual Statement/Performance and Evaluation Report (for the Period September, 2004 )**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part III: Implementation Schedule**

PHA Name: <b>Hartford Housing Authority</b>		Grant Type and Number Capital Fund Program No: <b>CT26P00350101</b> Replacement Housing Factor No:					Federal FY of Grant: <b>2001</b>	
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
<b>CT 3-1 Nelton Court</b>	6/30/2003			6/30/2005				
<b>CT 3-2 Dutch Point Colony</b>	6/30/2003			6/30/2005				
<b>CT 3-8 Smith Towers</b>	6/30/2003			6/30/2005				
<b>CT 3-10 Adams Street</b>	6/30/2003			6/30/2005				
<b>CT 3-15 Scattered Sites I</b>	6/30/2003			6/30/2005				
<b>CT 3-16 Scattered Sites II</b>	6/30/2003			6/30/2005				
<b>CT 3-17 Scattered Sites III</b>	6/30/2003			6/30/2005				
<b>PHA WIDE</b>	6/30/2003			6/30/2005				

# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part I: Summary

<b>PHA Name: Hartford Housing Authority</b> <b>180 Overlook Terrace.</b> <b>Hartford, CT 06106</b>	<b>Grant Type and Number</b>  Capital Fund Program Grant No: <b>CT26P00350102</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2002</b>
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: September, 2004 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$55,000.00	\$155,000.00	\$23,000.00	\$6,810.00
3	1408 Management Improvements	75,000.00	75,000.00	40,000.00	14,152.50
4	1410 Administration	269,355.00	269,355.00	269,355.00	0.00
5	1411 Audit	10,000.00	10,000.00	0.00	0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	205,104.00	205,104.00		1,860.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	100,000.00	500,000.00		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures	0.00	500,000.00		0.00
13	1475 Nondwelling Equipment	50,000.00	50,000.00	0.00	0.00
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	1,929,090.00	929,090.00	0.00	0.00
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$2,693,549.00	\$2,693,549.00	\$332,355.00	\$22,822.50
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report ( for the Period September, 2004 )**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part II: Supporting Pages**

PHA Name: <b>Hartford Housing Authority</b>		Grant Type and Number Capital Fund Program Grant No: <b>CT26P00350102</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2002</b>			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
<b>CT 3-1</b>	<b>Develop new units in conjunction</b>	<b>1499</b>		<b>\$1,929,090.00</b>	<b>\$929,090.00</b>	<b>\$929,090.00</b>	<b>\$1,014.40</b>	
<b>Nelton Court</b>	<b>with HOPE VI funds</b>							
<b>CT 3-7</b>	<b>Carpeting for Common Areas</b>	<b>1460</b>		<b>25,000.00</b>	<b>25,000.00</b>	<b>25,000.00</b>		
<b>Kent</b>								
<b>CT3-8</b>	<b>Install new heating valves</b>	<b>1460</b>		<b>0</b>	<b>400,000.00</b>	<b>400000</b>	<b>323,678.64</b>	
<b>Smith Towers</b>							<b>2650</b>	
<b>CT 3-11</b>	<b>New Interior Doors, Design for the install.</b>	<b>1460</b>		<b>75,000.00</b>	<b>25,000.00</b>	<b>25,000.00</b>		
<b>Betty Knox</b>		<b>1430</b>						
<b>PHA Wide</b>	<b>Operations Needs</b>	<b>1406</b>		<b>55,000.00</b>	<b>55,000.00</b>	<b>55,000.00</b>	<b>36,295.00</b>	
	<b>Vacancy Prep. At Nelton Court</b>	<b>1406</b>		<b>0.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	
<b>PHA Wide</b>	<b>Masonry Repairs</b>	<b>1460</b>		<b>0.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>100,000.00</b>	
<b>PHA Wide</b>	<b>Management Improvements</b>	<b>1408</b>						
<b>CT3-3</b>	<b>Fencing</b>	<b>1408</b>			<b>4,142.50</b>	<b>4,142.50</b>	<b>\$4,152.50</b>	
<b>PHA Wide</b>	<b>Public Relations</b>	<b>1408</b>			<b>10,000.00</b>	<b>10,000.00</b>	<b>\$10,000.00</b>	
<b>PHA Wide</b>	<b>Technical Assistance for HUD</b>	<b>1408</b>		<b>40,000.00</b>	<b>22,327.50</b>	<b>22,327.50</b>		
	<b>NOFAs And Grants</b>				<b>450</b>	<b>450</b>	<b>450</b>	
<b>PHA Wide</b>	<b>Computer Svsyem/Software &amp; Training</b>	<b>1408</b>		<b>23,000.00</b>	<b>29,925.00</b>	<b>29,925.00</b>		
<b>"</b>	<b>Modernization Construction Software</b>	<b>1408</b>		<b>12,000.00</b>	<b>0.00</b>			
	<b>and Computers and Printers</b>				<b>8,155.00</b>	<b>8,155.00</b>	<b>8,155.00</b>	
	<b>Construction of Admin. Office Bldg.</b>	<b>1470</b>		<b>0.00</b>	<b>500,000.00</b>	<b>500,000.00</b>	<b>500,000.00</b>	
<b>PHA Wide</b>	<b>Funds for Modernization and Admin.</b>	<b>1410</b>		<b>269,355.00</b>	<b>269,355.00</b>	<b>269,355.00</b>	<b>151,056.65</b>	
	<b>Salaries and Benefits</b>							
	<b>Audit</b>	<b>1411</b>		<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>		
<b>PHA Wide</b>	<b>Purchase new stoves and refrigerators</b>	<b>1475</b>		<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>		
<b>PHA Wide</b>	<b>Architect &amp; Engineering Fees</b>	<b>1430</b>		<b>205,104.00</b>	<b>205,104.00</b>	<b>205,104.00</b>	<b>131,850.04</b>	
<b>Totals</b>				<b>\$2,693,549.00</b>	<b>\$2,693,549.00</b>	<b>\$2,693,549.00</b>	<b>\$1,369,302.23</b>	



# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)

### Part I: Summary

<b>PHA Name: Hartford Housing Authority</b> <b>180 Overlook Terrace.</b> <b>Hartford, CT 06106</b>	<b>Grant Type and Number</b>  Capital Fund Program Grant No: <b>CT26P00350103</b> Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> <b>2003</b>
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Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: **March 31, 2003** Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	<b>\$15,000.00</b>		<b>\$15,000.00</b>	
3	1408 Management Improvements	<b>176,998.00</b>			
4	1410 Administration	<b>199,830.00</b>		<b>199,830.00</b>	
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	<b>184,194.00</b>		<b>63,035.00</b>	<b>1,325.00</b>
8	1440 Site Acquisition				
9	1450 Site Improvement	<b>220,000.00</b>			
10	1460 Dwelling Structures	<b>1,202,285.00</b>			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$1,998,307.00</b>	<b>\$0.00</b>	<b>\$277,865.00</b>	<b>\$1,325.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report ( for the Period September, 2004 )**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**

**Part II: Supporting Pages**

PHA Name: <b>Hartford Housing Authority</b>		Grant Type and Number			Federal FY of Grant: <b>2003</b>		
		Capital Fund Program Grant No: <b>CT26P00350103</b>					
		Replacement Housing Factor Grant No:					
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Total Estimated Cost		Total Actual Cost		Status of Work
			Original	Revised	Funds Obligated	Funds Expended	
<b>CT 3-1</b>	<b>Building Renovations</b>	<b>1460</b>	<b>477,285.00</b>				
<b>Nelton Court</b>							
<b>CT 3-7</b>	<b>Bathroom Renovations</b>	<b>1460</b>	<b>\$300,000.00</b>				
<b>Kent Apts.</b>							
<b>CT 3-15, 16 &amp; 17</b>	<b>Site Improvements</b>	<b>1450</b>	<b>140,000.00</b>				
<b>Scattered Sites I, II &amp; III</b>	<b>Install new Entry Doors</b>	<b>1460</b>	<b>425,000.00</b>				
<b>PHA Wide</b>	<b>Operations Needs</b>	<b>1406</b>	<b>15,000.00</b>		<b>15,000.00</b>		
<b>PHA Wide</b>	<b>Technical Assistance for HUD NOFAs And Grants</b>	<b>1408</b>	<b>35,000.00</b>				
<b>PHA Wide</b>	<b>Computer System/Software &amp; Training</b>	<b>1408</b>	<b>105,998.00</b>				
<b>"</b>	<b>Modernization Construction Software and Computers and Printers</b>	<b>1408</b>	<b>36,000.00</b>				
<b>PHA Wide</b>	<b>Funds for Modernization and Admin. Salaries and Benefits</b>	<b>1410</b>	<b>199,830.00</b>		<b>199,830.00</b>		
<b>PHA Wide</b>	<b>Architect &amp; Engineering Fees</b>	<b>1430</b>	<b>184,194.00</b>		<b>63,025.00</b>	<b>1,325.00</b>	
	<b>Totals</b>		<b>\$1,998,307.00</b>		<b>277,865.00</b>	<b>\$1,325.00</b>	



# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

<b>PHA Name: Hartford Housing Authority</b> <b>180 Overlook Terrace.</b> <b>Hartford, CT 06106</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No:	<b>Federal FY of Grant:</b> <b>2000</b>
	Replacement Housing Factor Grant No: <b>CT26R00350100</b>	

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: **March 31, 2003** Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$0.00	\$0.00	\$0.00	\$0.00
3	1408 Management Improvements	0.00	0.00	0.00	0.00
4	1410 Administration	0.00	0.00	0.00	0.00
5	1411 Audit	0.00	0.00	0.00	0.00
6	1415 Liquidated Damages				
7	1430 Fees and Costs	41,329.92	41,329.92	41,329.92	41,329.92
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	3,011,300.08	3,011,300.08	3,011,300.08	1,496,192.58
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$3,052,630.00	\$3,052,630.00	\$3,052,630.00	\$1,537,522.50
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





# Annual Statement/Performance and Evaluation Report

## Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

<b>PHA Name: Hartford Housing Authority</b> <b>180 Overlook Terrace.</b> <b>Hartford, CT 06106</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No:	<b>Federal FY of Grant:</b> <b>2001</b>
	Replacement Housing Factor Grant No: <b>CT26R0035101</b>	

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: **March 31, 2003** Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
3	1408 Management Improvements	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
4	1410 Administration	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
5	1411 Audit	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
6	1415 Liquidated Damages	<b>0.00</b>	<b>0.00</b>		
7	1430 Fees and Costs	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	<b>4,066,305.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$4,066,305.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





**Annual Statement/Performance and Evaluation Report**

**September, 2004**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

**PHA Name: Hartford Housing Authority  
180 Overlook Terrace.  
Hartford, CT 06106**

**Grant Type and Number**  
Capital Fund Program Grant No:  
Replacement Housing Factor Grant No: **CT26R00350102**

**Federal FY of Grant:  
2002**

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: **March 31, 2003** Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	<b>\$0.00</b>	<b>\$0.00</b>		
3	1408 Management Improvements	<b>0.00</b>	<b>0.00</b>		
4	1410 Administration	<b>0.00</b>	<b>0.00</b>		
5	1411 Audit	<b>0.00</b>	<b>0.00</b>		
6	1415 Liquidated Damages	<b>0.00</b>	<b>0.00</b>		
7	1430 Fees and Costs	<b>0.00</b>	<b>0.00</b>		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	<b>4,846,383.00</b>	<b>4,846,383.00</b>	<b>50,000.00</b>	
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$4,846,383.00</b>	<b>\$4,846,383.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





**Annual Statement/Performance and Evaluation Report**

**September, 2004**

**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**

**PHA Name: Hartford Housing Authority  
180 Overlook Terrace.  
Hartford, CT 06106**

**Grant Type and Number**  
Capital Fund Program Grant No:  
Replacement Housing Factor Grant No: **CT26R00350103**

**Federal FY of Grant:  
2003**

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no: )

Performance and Evaluation Report for Period Ending: **March 31, 2003** Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	<b>\$0.00</b>	<b>\$0.00</b>		
3	1408 Management Improvements	<b>0.00</b>	<b>0.00</b>		
4	1410 Administration	<b>0.00</b>	<b>0.00</b>		
5	1411 Audit	<b>0.00</b>	<b>0.00</b>		
6	1415 Liquidated Damages	<b>0.00</b>	<b>0.00</b>		
7	1430 Fees and Costs	<b>0.00</b>	<b>0.00</b>		
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities	<b>1,129,963.00</b>			
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	<b>\$1,129,963.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name  
HARTFORD HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

AGENCY PLANS 2005

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

ALL DEVELOPMENTS UNDER THE JURISDICTION OF THE HARTFORD HOUSING AUTHORITY

Pease see Agency 1- 5 year Plan

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

John D. Wardlaw

Title

Executive Director

Signature

X

Date

10/12/04

# Certification of Payments to Influence Federal Transactions

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

Applicant Name

HARTFORD HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

AGENCY PLANS 2005

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.  
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

John D. Wardlaw

Title

Executive Director

Signature

Date (mm/dd/yyyy)

10/12/2004

## Streamlined PHA Plan PHA Certifications of Compliance

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

### PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Streamlined Annual PHA Plan*

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the streamlined Annual PHA Plan for PHA fiscal year beginning 1/1/05 hereinafter referred to as the Streamlined Annual Plan, of which this document is a part and make the following certifications, agreements with, and assurances to the Department of Housing and Urban Development (HUD) in connection with the submission of the Streamlined Plan and implementation thereof:*

1. The streamlined Annual Plan is consistent with the applicable comprehensive housing affordability strategy (or any streamlined Plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, and provided this Board or Boards an opportunity to review and comment on any program and policy changes since submission of the last Annual Plan.
3. The PHA made the proposed streamlined Annual Plan, including policy and program revisions since submission of the last Annual Plan, and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the streamlined Plan and invited public comment.
4. The PHA will carry out the streamlined Annual Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
5. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
6. For streamlined Annual Plans that include a policy or change in policy for site-based waiting lists:  
The PHA regularly submits required data to HUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 99-2);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(b)(2).
7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
9. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
10. The PHA has submitted with the streamlined Plan a certification with regard to a drug-free workplace required by 24 CFR Part 24, Subpart F.
11. The PHA has submitted with the streamlined Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105( a).
14. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
15. With respect to public housing the PHA will comply with Davis -Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.



# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Approval No. 2510-0011 (exp. 08/31/2003)

**Instructions.** (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

## Applicant/Recipient Information

Indicate whether this is an Initial Report  or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code): Hartford Housing Authority 180 Overlook Terrace, Hartford, CT 06106 (860) 723-8420	2. Social Security Number or Employer ID Number:  6-60-407
3. HUD Program Name AGENCY PLANS	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity: HARTFORD HOUSING AUTHORITY / ALL DEVELOPMENTS	

## Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

## Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
See Attachments			

(Note: Use Additional pages if necessary.)

## Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
N/A			

(Note: Use Additional pages if necessary.)

## Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  Director X	John D. Wardlaw, Executive	Date: (mm/dd/yyyy) 10/14/04
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**Public reporting burden** for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

**Privacy Act Statement.** Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is optional. The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

**Note:** This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

## Instructions

### Overview.

**A. Coverage.** You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

**B. Update reports (filed by "Recipients" of HUD Assistance):**

**General.** All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

### Line-by-Line Instructions.

#### Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. **NOTE:** In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

### Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to *either* questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

### Part II. Other Government Assistance and Expected Sources and Uses of Funds.

**A. Other Government Assistance.** This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

**B. Non-Government Assistance.** Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD *and any other source* - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

### Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

**Note:** A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

**Note** that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

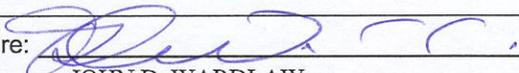
#### Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  <b>Congressional District, if known:</b> 1ST	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b> HOUSING AND URBAN DEVELOPMENT	<b>7. Federal Program Name/Description:</b> AGENCY PLAN, HTFD. HOUSING AUTH., CT 003  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: JOHN D. WARDLAW Title: EXECUTIVE DIRECTOR Telephone No.: (860) 723-8420      Date: 10/12/2004	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)